# Public Railway Infrastructure Network Statement for Annual Working Timetable of the Year 2026–2027

| Document versions | | |
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| **Version approval date, order (decision) No.** | **Version No.** | **Descriptions of updates made in the version** |
| 12-12-2025,<br>No. SPR-L1(INFRA)177/2025 | 1 | Approved Public Railway Infrastructure Network Statement for Annual Working Timetable of the year 2026–2027 |
| 02-10-2026<br>No. SPR-L1(INFRA)-126/2026 | 2 | Amended Clause 1.3.1 of the Network Statement, “Legal Framework” (supplemented with Sub-Clause 5).<br>Amended Sub-Clause 3 of Clause 1.3.2 of the Network Statement, “Legal Status and Liability”.<br>Amended Sub-Clause 1 of Clause 1.3.3 of the Network Statement, “Appeals Procedure” .<br>Clause 1.7.1 of the Network Statement, “Rail Freight Corridors,” has been restated in a new wording.<br>Clause 1.7.2.2 of the Network Statement, “RNE Information Systems,” has been supplemented with Sub-Clause 5.<br>Clause 4.2 of the Network Statement, “General Description of the Capacity Allocation Process” has been supplemented with Sub-Clause 11.<br>Clause 2.4 of the Network Statement, “Traffic Restrictions” has been supplemented with Sub-Clauses 1–3.<br>Amended Sub-Clause 3 of Clause 5.2.1 of the Network Statement, “Basis of Charging for the Use of Infrastructure.”<br>Amended Sub-Clause 1 of Clause 5.2.2 of the Network Statement, “Rail Transport Market Segments in Which Mark-ups May Be Applied.”<br>Amended Sub-Clause 2 of Clause 5.3.2 of the Network Statement, “Rail Transport Market Segments Where Surcharges May Apply”.<br>Amended Sub-Clause 1 of Clause 5.3.3 of the Network Statement, “Information Provided for the Calculation of the Premium Rates for the Minimum Package for Access to Public Railway Infrastructure.”<br>Clause 6.4 of the Network Statement, “Railway Transport Traffic Information and Monitoring Tools,” has been restated in a new wording.<br>Clause 7.3.4 of the Network Statement, “Cumulative Tracks, Train Forming and Shunting Facilities,” has been restated in a new wording.<br>Appendix 12 to the Network Statement, “Form of the Agreement for the use of Public Railway Infrastructure,” has been restated in a new wording.<br>Appendix 15 to the Network Statement, “Description of the Procedure for the Allocation of Costs Directly Incurred as a Result of Train Operations (Extract),” has been updated. |

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## GLOSSARY

1. The terms used in this Network Statement shall be understood as defined in the Railway Transport Code of the Republic of Lithuania, the Law on Railway Traffic Safety of the Republic of Lithuania, other legal acts of the Republic of Lithuania and in local operating regulations of LTG Infra AB, published on the website of LTG Infra AB (address: https://ltginfra.lt/infrastruktura/ntd).
2. For convenience, the following definitions and abbreviations are used in this Network Statement:

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| **Description of fines** | Description of the Procedure for Establishing and Imposing Fines for Train Traffic Disruptions and Compensation for Affected Companies Due to Such Disruptions, approved by Order No. 3-425 of the Minister of Transport and Communications of the Republic of Lithuania "On the Approval of the Description of the Procedure for the Establishing and Imposing of Fines for Disruption of Train Traffic and Compensation to Affected Companies Due to Such Disruption" of 24 January 2012 (as subsequently amended) |
| **Framework agreement** | Framework agreement on the allocation of public railway infrastructure capacity |
| **GDPR** | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 94/46/EC (General data protection regulation) |
| **COTIF** | Cross-border rail transport organizations for international transport rail contract and its annexes |
| **Dual-use list of goods** | Resolution no. 512 of the Government of the Republic of Lithuania of 28 June 2023 "On the application of national controls by the European Parliament and the Council Article 9 of Regulation (EU) 2021/821" approved by the national controlled list of dual-use items |
| **ERA** | *European Union Agency for Railways*- ERA |
| **ERADIS** | *European Railway Agency Database of Interoperability and Safety* - ERADIS) |
| **EU Member State** | Member States of the European Union or participants in the Agreement on the European Economic Area |
| **LRTTS** | Law of the Republic of Lithuania on Railway Traffic Safety |
| **RFS** | Railway service facilities |
| **RTC** | Railway Transport Code of the Republic of Lithuania |
| **Infrastructure** | Public railway infrastructure |
| **"InfraGo"** | Infrastructure Manager's e-services portal |
| **Order on Priority Rules** | Order No. 3-197 of Minister of Transport and Communications of the Republic of Lithuania "On the setting of priority rules for the allocation of public railway infrastructure capacity in a congested section of public railway infrastructure" of 9 April 2020 |
| **Commission Delegated Decision (EU) 2017/2075** | Commission Delegated Decision (EU) 2017/2075 of 4 September 2017 replacing Annex VII to Directive 2012/34/EU of the European Parliament and of the Council establishing a single European railway area |
| **Commission Implementing Regulation (EU) 402/2013** | Commission Implementing Regulation (EU) No 402/2013 of 30 April 2013 on the common safety method for risk evaluation and assessment and repealing Regulation (EC) No 352/2009 |
| **Commission Implementing Regulation (EU) 2015/909** | Commission Implementing Regulation (EU) 2015/909 of 12 June 2015 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service |
| **Commission Implementing Regulation (EU) 2016/545** | Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity |

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| **Commission Implementing Regulation (EU) 2017/2177** | European Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services. |
| **Commission Implementing Regulation (EU) 2018/545** | Commission Implementing Regulation (EU) 2018/545 of 4 April 2018 establishing practical arrangements for the railway vehicle authorisation and railway vehicle type authorisation process under Directive (EU) 2016/797 of the European Parliament and of the Council |
| **Commission Implementing Regulation (EU) 2019/773** | Commission Implementing Regulation (EU) 2019/773 of 16 May 2019 on the technical specification for interoperability relating to the operation and traffic management subsystem of the rail system within the European Union and repealing Decision 2012/757/EU |
| **Commission Implementing Regulation (EU) 2021/541** | Commission Implementing Regulation (EU) 2021/541 of 26 March 2021 amending Regulation (EU) No 1305/2014 as regard the simplification and improvement of data calculation and exchange and the update of the Change Control Management process (Text with EEA relevance) |
| **Commission Regulation (EU) (ES) 2011/454** | 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 Text with EEA relevance |
| **LTSA** | Lithuanian Transport Safety Administration |
| **Minimum access package** | Minimum package for access to public railway infrastructure |
| **Agreement on the Use of Infrastructure** | Agreement for the use of public railway infrastructure |
| **Operator** | Railway service facility operator |
| **Capacity** | Capacity of public railway infrastructure |
| **Application for capacity allocation** | Application for allocation of public railway infrastructure capacity |
| **Late Annual Working Timetable Path Request** | Late application for allocation of public railway infrastructure capacity |
| **Ad-Hoc Path Request** | Ad-Hoc Path Request for allocation of public railway infrastructure capacity |
| **Application for Reservation** | Application for the reservation of capacity for the construction, repair, and/or maintenance of public railway infrastructure; |
| **Applicant** | Railway company (carrier), international group of railway companies (carriers) and/or consignor (consignee) and/or freight forwarder wishing to provide public passenger transport services by rail or having a commercial interest |
| **Regulation (EU) No. 913/2010** | Regulation (EU) No 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight, as last amended on 11 December 2013 by Regulation (EU) No 182/2011 of the European Parliament and of the Council 1316/2013 |
| **Repair companies** | Companies travelling to and from the place of construction, repair and/or maintenance of railway infrastructure |
| **Threshold rate** | Threshold rate of public railway infrastructure capacity utilisation |
| **Market segments** | Segments of the market of freight transportation by rail |
| **RNE** | *RailNetEurope,* RNE) |
| **Unified Structure of the RNE Network provisions** | The structure approved by the decision of the General Assembly of RNE of 21 April 2016, which is made public here |
| **CRA** | Communications Regulatory Authority of the Republic of Lithuania |
| **Sanctions** | As defined in the Manager's Sanctions Implementation and Control Policy, published on the Manager's website https://ltginfra.lt/apiemus/valdymas/vidaus-teises-aktai/ |

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| **Capacity Allocation Agreement** | Agreement on the allocation of public railway infrastructure capacity |
| **Fee rules** | Rules for Calculation and Payment of Fees for the Minimum Package of Access to Public Railway Infrastructure and Fees for Allocated but Unused Capacity of Public Railway Infrastructure, approved by Resolution No. 610 "On the approval of the Rules for Calculation and Payment of Fees for the Minimum Package of Access to Public Railway Infrastructure and Fees for Allocated but Unused Capacity of Public Railway Infrastructure" as of 19 May 2004 of the Government of the Republic of Lithuania (with further amendments) |
| **Manager** | Public Railway Infrastructure Manager (AB "LTG Infra") |

## 1. GENERAL INFORMATION

### 1.1. Introduction

1. AB "LTG Infra" (hereinafter referred to as the **Manager**) is a private legal entity with limited civil liability established following the laws of the Republic of Lithuania, which, under Article 3 (51) and Article 23 (1) of the RTC, performs the functions of the Infrastructure Manager and is responsible for the maintenance, operation, renewal and development of the Infrastructure.
2. The Manager shall organise and manage railway transport traffic in the Republic of Lithuania and shall make decisions on the allocation of capacity, including the determination, assessment and assignment of the possibility of allocation of specific train lines, as well as decisions on the determination of the amount of the fee for the minimum access package and the collection of such fee.
3. Under Article 30[2] (5) of RTC, the Manager shall also act as the operator of the RSF referred to in Part 7 of the Network Statement.
4. The Manager, under Article 3 (50) and Article 24[4] of RTC, shall prepare and publish the Network Statement.

### 1.2. Purpose of the Network Statement

The purpose of the Network Statement is to provide information about the conditions of using the Infrastructure and the RSF managed by the Manager, including the rules, terms, procedures and criteria for charging and capacity allocation, as well as other information required when applying for capacity allocation. The Network Statement shall also publish procedures that RTC obliges the Manager to publish in the Network Statement.

### 1.3. Legal Aspects

#### 1.3.1. Legal Framework

*Main legal acts of the European Union:*

1. Regulation (EU) No. 913/2010 of the European Parliament and of the Council of 22 September 2010 concerning a European rail network for competitive freight (OJ 2010 L 276, p. 22) with the last amendments made on 11 December 2013 by Regulation of the European Parliament and of the Council (EU) No. 1316/2013;
2. Commission Implementing Regulation (EU) 2016/545 of 7 April 2016 on procedures and criteria concerning framework agreements for the allocation of rail infrastructure capacity;
3. Commission Implementing Regulation (EU) 2017/2177 of 22 November 2017 on access to service facilities and rail-related services;
4. Commission Implementing Regulation (EU) 2019/773 of 16 May 2019 on the technical specification for interoperability relating to the operation and traffic management subsystem of the rail system within the European Union and repealing Decision 2012/757/ES
5. Commission Implementing Regulation (EU) 2018/1795 of 20 November 2018 establishing the procedure and criteria for assessing the economic equilibrium pursuant to Article 11 of Directive 2012/34/EU of the European Parliament and of the Council.

*Laws of the Republic of Lithuania:*

6. Law on the Basics of Transportation Activity of the Republic of Lithuania;
7. RTC;
8. Law on Railway Transport Traffic Safety of the Republic of Lithuania;
9. Law on Safety Investigations of the Republic of Lithuania.

*Implementing legal acts of the Republic of Lithuania:*

10. Legal acts of the Ministry of Transport and Communications of the Republic of Lithuania;
11. Legal acts of the Lithuanian Transport Safety Administration;
12. Legal acts of the Communications Regulatory Authority of the Republic of Lithuania.

*Local operating regulations established by the Manager shall be published on the Manager's website under "Regulatory technical documentation"*:

13. Operating Manual LTGI 371/AR for the GSM-R Train Radio Communication System;
14. Description of the References of the Application of Certain Clauses of the Provisions on the Technical Use of Railways, 292/LG;
15. Instructions for the Carriage of Oversized and Heavy Cargoes by Rail in CIS countries, the Republic of Estonia, the Republic of Latvia, and the Republic of Lithuania;
16. Set LTGI 323/EV of Train Traffic Forms;
17. Rules for Granting and Enforcing Traffic Breaks in Rail Transport;
18. Plan for Emergency Reporting and Emergency Management;
19. Instructions (LTGI 347/EV) for the Organisation and Management of Train Traffic in the Event of Activation or Failure of the Position Control Unit;
20. Rules for the Organisation and Performance of the Technical Condition Test of Traction Rolling Stock;
21. Instructions LTGI 85/A for the use of Automatic Control Measures for the Technical Condition of Moving Rolling Stock;
22. Rules on Technical Compatibility of Rolling Stock and its Use Area Network where Rolling Stock is Intended to be Used in the Railway Infrastructure Managed by AB LTG Infra.

### 1.3.2. Legal Status and Liability

1. The Network Statement is prepared under the Description of the Content Requirements of the Public Railway Infrastructure Network Statement, approved by Order No. (1.9E)1V-524 "On the Approval of the Description of the Content Requirements of the Public Railway Infrastructure Network Statement" as of 18 May 2020 of the Director of the Communications Regulatory Authority of the Republic of Lithuania.

2. The Network Statement are coordinated with the stakeholders and approved by the Order of the General Manager.
3. The Manager confirms that the information published in the Network Statement is up to date and, to the best of its knowledge, accurate at the time of publication. Should it be necessary to update the Network Statement during the period of validity of the service train timetable, the Manager shall consult on the proposed amendments in accordance with the Rules on Consultation with Railway Undertakings (Carriers), Applicants and Other Persons, approved by Decision No. SPR-L1(INFRA)-41/2025. Please inform the Manager of any errors, inaccuracies or discrepancies you notice in the Network Statement.

4. The Manager shall not be liable for the content of external sources (e.g. websites) to which links are provided in the Network Statement and the correctness of the data contained therein.
5. Pursuant to Article $7^1$ (1) (1) of the RTC, the CRA shall have the right, on its own initiative or based on the complaints of Applicants, to examine the content of the Network Statement and impose sanctions provided for in Article $7^1$ (3) (1) and (2) of the RTC, for non-fulfilment of CRA obligations related to the content of the Network Statement.

### 1.3.3. Appeals Procedure

**Appeals**

1. Appeals concerning the content of the Network Statement and other complaints referred to in Article $7^1$ (1) (1) of RTC shall be processed by the CRA in a mandatory preliminary non-court procedure. More information on the complaint handling procedure is available on the website of the Communications Regulatory Authority of the Republic of Lithuania at: Complaints and Disputes | CRA.

2. The CRA shall examine complaints in accordance with paragraph 2 of Article $7^1$ of the Railway Transport Code and the Procedure for Examination of Complaints Received by the Railway Transport Market Regulator, approved by Resolution No. 553 of the Government of the Republic of Lithuania of 19 May 2010 "On the Approval of the Procedure for Examination of Complaints

Received by the Railway Transport Market Regulator" (hereinafter – the Procedure for Examination of Complaints).

3. The Applicant shall have the right to submit a complaint to the CRA no later than within 20 (twenty) business days from the day when it became aware of the complained actions and/or inaction or the decisions made by the relevant entities in accordance with their competence, or from the day when the period during which the entity had to perform appropriate actions or make appropriate decisions (Clause 7 of The Procedure for Examination of Complaints).

4. The Applicant shall have the right to submit a written complaint to the CRA in the following ways (Clause 5 of The Procedure for Examination of Complaints)

   - file a complaint directly; or
   - send a complaint by post to the following address: Mortos g. 14, LT-03219 Vilnius; or
   - send a complaint by e-mail at: rrt@rrt.lt.

5. The CRA shall make a decision and inform the Applicant about it no later than 42 (forty-two) days from the day on which all the materials necessary for the examination of the complaint were received.

6. CRA shall examine complaints under Article 7[1] (2) of RTC and the Description of the Procedure for Handling Complaints Received by the Regulatory Body of the Railway Transport Market, approved by Resolution No. 553 "On Approval of the Description of the Procedure for Handling Complains Received by the Regulatory Body of the Railway Transport Market" as of 19 May 2010 of the Government of Lithuania. More information about the complaint-handling procedure shall be published on the CRA website.

**Notes**

7. Notes or other information about observed inaccuracies or shortcomings of the Network Statement may be submitted to the Manager:

**AB "LTG Infra"**

Service Development and Sales

Regulation of Services

Geležinkelio g. 2, LT-02100 Vilnius

Tel. +370 5 269 3353

E-mail: info@ltginfra.lt

### 1.3. Structure of the Network Statement

1. The structure of the Network Statement has been developed with regard to the Network Statement Common Structure and Implementation Guide Unified Structure of the Network Statement to make it easier for all stakeholders to find the information they need in the same format in the Network Statement of different countries.

2. These Network Statement shall consist of 7 sections and annexes:

   1.1. Section 1 shall provide information about the Network Statement, its publication and relevant contacts;

   1.2. Section 2 shall provide information on the main technical and functional characteristics of the Infrastructure;

   1.3. Section 3 shall define the conditions and requirements for access to the Infrastructure;

   1.4. Section 4 shall define the conditions and procedure for capacity allocation;

1.5. Section 5 shall contain information about the services provided by the Manager and the taxation thereof;

1.6. Section 6 shall provide information on the rules and measures for the implementation of the Manager's activities;

1.7. Section 7 shall provide information about the RSF and the services provided therein;

1.8. The annexes shall contain information on the characteristics of the Infrastructure, as well as the forms and templates of the documents required to access and use the Infrastructure, as well as other data and information, references to which are provided in the Network Statement.

## 1.4. Validity Period, Updating and Publishing

### 1.5.1. Validity Period

The Network Statement enters into force on the date of its publication and applies to Applicants and, mutatis mutandis, to Maintenance Companies during the validity period of the annual working timetable **from 12 December 2026, 24:00, until 11 December 2027, 24:00**.

### 1.5.2. Updating

The Network Statement shall be constantly updated and, if necessary, amended during the validity of the annual working timetable in the event of changes in the legal acts of the Republic of Lithuania and/or technical characteristics of the used infrastructure and/or in the presence of other objective circumstances.

### 1.5.3. Publishing

Network Statement shall be publicly published and available free of charge on Manager's website in Lithuanian and https://ltginfra.lt/en/railway-infrastructure/map/network-statements/ in English. In case of contradictions or inconsistencies between the text of the Network Statement in Lithuanian and the text of the Network Statement in English, the Lithuanian language text of the Network Statement shall takes precedence.

## 1.6. Contacts

### 1.6.1. Contacts in the Republic of Lithuania

| No. | Area | Institution | Responsible department | Contact information |
|---|---|---|---|---|
| 1. | Regulation of the railway transport market | Communications Regulatory Authority of the Republic of Lithuania | Railway and Postal Regulatory Group | +370 800 20 030<br>+370 641 28 941<br>Mortos g. 14,<br>LT-03219<br>Vilnius<br>www.rrt.lt,<br>E-mail: rrt@rrt.lt |
| 2. | Licencing of railway companies (carriers) | Lithuanian Transport Safety Administration | Customer Service and Quality Department, Eastern Lithuania Customer Service Division | +370 5 278 5601<br>Švitrigailos g. 42,<br>LT-03209 Vilnius<br>https://ltsa.lrv.lt/<br>E-mail:<br>konsultavimas@ltsa.lt. |
| 3. | Safety certification of railway infrastructure managers, railway | Lithuanian Transport Safety Administration | Customer Service and Quality | +370 5 278 5601<br>Švitrigailos g. 42,<br>LT-03209, Vilnius |

| | | | | |
|---|---|---|---|---|
| | undertakings (carriers), repair companies | | Department, Eastern Lithuania Customer Service Division | https://ltsa.lrv.lt/ E-mail: konsultavimas@ltsa.lt. |
| 4. | Allocation of capacity, acceptance of applications, announcement of free capacity and announcement of the Infrastructure part as congested, provision of information on payment for the minimum package | AB "LTG Infra" | Service Development and Sales Regulation of Services | +370 5 269 3353 Geležinkelio g. 2, LT-02100, Vilnius http://ltginfra.lt E-mail: info@ltginfra.lt |
| 5. | Railway traffic management | AB "LTG Infra" | Service provision Centralized traffic management Traffic Management | +370 669 57697 Geležinkelio g.2, LT-02100, Vilnius http://ltginfra.lt E-mail: info@ltginfra.lt |

### 1.6.2. Contacts of railway infrastructure managers of neighbouring countries

| No. | Country | Railway infrastructure manager | Link |
|---|---|---|---|
| 1. | Republic of Poland | PKP PLK S.A. | http://www.plk-sa.pl |
| 2. | Republic of Latvia | VAS "Latvijas dzelzceļš" | www.ldz.lv |
| 3. | Republic of Belarus | ГО «Белорусская железная дорога» | https://www.rw.by |
| 4. | Russian Federation | ОАО «Российские железные дороги» | http://rzd.ru |

## 1.5. Cooperation between European IMs/ABs

### 1.7.1. Rail Freight Corridors

An international rail freight corridor (hereinafter referred to as the Corridor) runs through the railway network managed by the Manager, which operates in compliance with the requirements of Regulation (EU) No. 913/2010 and creates competitive conditions for transporting goods by rail.

| Title of the corridor | Countries through which the Corridor passes | Corridor route | Railway lines in Lithuania | Link |
|---|---|---|---|---|
| **Rail Freight Corridor North Sea–Baltic** | NL–BE-DE–PL–LT–LV–EE | Wilhelmshaven/ Bremerhaven/ Hamburg/ Amsterdam/ Rotterdam/ Antwerp–Aachen/Berlin–Warsaw–Terespol/Kaunas–Riga–Tallinn | State border with Poland–Mockava (1 435 mm)—Šeštokai–Kazlų Rūda–Palemonas (1 435 mm and 1 520 mm), Palemonas—Radviliškis–Joniškis—state border with Latvia (1 520 mm) | https://www.rfc-nsb.eu/L_202401679LT.000101.fmx.xml |

### 1.7.2. RailNetEurope and Other International Cooperation

1. The Manager is RNE, an association that brings together European rail infrastructure managers and rail infrastructure capacity allocation bodies and acts as a coordination platform for rail freight corridors (hereinafter referred to as the **RFC**).

2. RNE's main task is to simplify, harmonise and optimise international rail transport processes, including capacity allocation, rail traffic management, and reporting so that all RFCs use the same harmonised tools.

#### 1.7.2.1. One Europe – One Institution

RNE applies the principle of one-stop-shop (OSS) (hereinafter referred to as **OSS**), i.e. one OSS contact in each member country. Each customer may select one OSS contact to provide them with all the support they need in relation to international rail services, from access to rail infrastructure for international transport to train running reports.

#### 1.7.2.2. RNE Information Systems

**1. Path Coordination System**

The Path Coordination System (hereinafter referred to as the **PCS**) is a web application developed by RNE, through which applicants can submit capacity requests, modify capacity requests, and receive draft train schedules..

**2. Charging Information System**

Charging Information System (hereinafter referred to as **CIS**) is a web application developed by RNE, where Applicants may receive information about the amounts of tolls and other taxes, and calculate the possible amounts of tolls for using the railway infrastructure of several countries.

**3. Customer Information Platform**

Train Information System (hereinafter referred to as **TIS**) is a web application created by RNE, which visualises the traffic of international trains from the start to the end of the railway stations and provides the possibility to create reports on the punctuality of the train.

**4. Customer Information Platform**

Customer Information Platform (hereinafter referred to as CIP) is an interactive online information tool, which provides accurate information about the route, terminals, infrastructure investment projects and maintenance works, as well as the main characteristics of the participating RFC railways, using a graphical user interface (hereinafter referred to as GUI).

**5. Rail Facilities Portal**

The *Rail Facilities Portal (*RFP) is an interactive online information platform (i.e. an interactive map) which provides information on all types of rail facilities as specified by the facility operators.

#### 1.7.2.3. Other Cooperation

The Manager shall actively participate in the activities of the Platform of Rail Infrastructure Managers in Europe (hereinafter referred to as PRIME). PRIME's main objective is the implementation of a common European railway space, better implementation of the European Rail Traffic Management System (hereinafter referred to as ERTMS), comparison of performance results and exchange of best practices between infrastructure managers.

## 2. INFRASTRUCTURE

### 2.1. Introduction

1. This Section provides a description of the functional and technical characteristics of the Infrastructure managed by the Manager, which, due to the constantly improving technical level of the Infrastructure, may differ from the real state of the Infrastructure network. Additional information about the current state of the Infrastructure network shall be provided to:

**AB "LTG Infra"**
Service Development and Sales
Regulation of Services
Tel. +370 5 269 3353
E-mail: info@ltginfra.lt

2. Pursuant to Directive (EU) 2016/797 of the European Parliament and of the Council of 11 May 2016 on the interoperability of the rail system within the European Union and Commission Implementing Regulation (EU) 2019/777 of 16 May 2019 on the common specifications for the register of railway infrastructure and repealing Implementing Decision 2014/880/EU, information about Lithuanian railway infrastructure stored in the Register of Infrastructure (hereinafter referred to as RINF), which is managed by ERA.

### 2.2. Extent of Network

#### 2.2.1 Limits

The Infrastructure network is defined by the geographical boundaries of the Republic of Lithuania. A map of the infrastructure network is provided in Annex No. 1 to the Network Statement.

#### 2.2.2. Connecting Railway Networks

**1. Freight border stations**

| Country | Infrastructure manager | Border station | Border station of a neighbouring country | Distance to border (km + m) |
|---|---|---|---|---|
| Republic of Latvia | VAS "Latvijas dzelzceļš" (LDZ) | Rokiškis | Eglainė | 29 + 226 |
| | | Joniškis | Meitene | 15 + 469 |
| | | Turmantas | Kurcums | 0 + 490 |
| | | Mažeikiai | Renge | 19 + 483 |
| Republic of Belarus | Association of the Republic of Belarus "Belorusskaja železnaja doroga" (BČ) | Kena | Gudagai | 6 + 833 |
| | | Stasylos | Benyakoni | 5 + 668 |
| Republic of Poland | PKP-PLK S.A. | Mockava | Trakiszki | 14 + 278 |
| Kaliningrad Region of the Russian Federation | RŽD | Pagėgiai | Sovetsk | 5 + 166 |
| | | Kybartai | Černyševskoje | 0 + 646 |

**2. Border inspection posts relevant to railway transport**
The list of working hours, permitted persons and means of passage for railway transport is approved by the Minister of Transport and Communications of the Republic of Lithuania by Order No. 3-225 "On the approval of the list of working hours, permitted persons and methods of passage for the border control points" as of 11 May 2018 of the Minister of Transport and Communications of the Republic of Lithuania.

### 2.3. Network Description

1. The Infrastructure Network managed by the Manager in the Republic of Lithuania is composed of the state trunk and regional railway lines of national importance approved by the Government of the Republic of Lithuania by Resolution No. 576 of 13 August 2025 "On the Amendment of the Government of the Republic of Lithuania Resolution No. 1244 of 5 October 2004 'On the Approval of the List of State-Significant Main Railway Lines.

2. The Infrastructure Network managed by the Manager forms part of the Trans-European Transport Network (**TEN-T**):

   2.1. 1520 mm track gauge core network corresponding to the lines of the TEN-T corridor "Baltic Sea-North Sea" in the Republic of Lithuania is Kyviškės-Vilnius (Vaidotai)-(Kaišiadorys)-Kaunas-Gaižiūnai-Radviliškis-Šiauliai-Klaipėda (Draugystė railway station) and Kaišiadorys – Gaižiūnai;

   2.2. 1520 mm track gauge extended core network corresponding to the lines of the TEN-T corridor "Baltic Sea-North Sea" in the Republic of Lithuania is Šiauliai-Joniškis-Lithuanian state border with the Republic of Latvia, Kazlų Rūda-Mockava-Lithuanian state border with the Republic of Poland.

   2.3. 1520 mm track gauge comprehensive network is: Kazlų Rūda-Kybartai-Lithuanian state border with the Russian Federation, Kyviškės-Kena-Lithuanian state border with the Republic of Belarus, Naujoji Vilnia-Turmantas-Lithuanian state border with the Republic of Latvia, Radviliškis-Rokiškis-Lithuanian state border with the Republic of Latvia, Lentvaris-Marcinkonys, Radviliškis-Pagėgiai-Lithuanian state border with the Russian Federation, Klaipėda-Pagėgiai, Jašiūnai-Stasylos.

   2.4. 1435 mm gauge core extend network, corresponding to the lines of the TEN-T corridor "Baltic Sea-North Sea" in the Republic of Lithuania, is Kaunas (Palemonas)-Kazlų Rūda-Šeštokai-Mockava- the border with the Republic of Poland, where the Šeštokai-Mockava line is composed of a parallel 1520 mm / 1435 mm gauge track and the Palemonas-Rokai-Jiesia line.

#### 2.3.1. Track Typologies

1. The total length of the railway is 1924.3 km, of which:

   1.1 single track railway – 1445.1 km;
   1.2. double-track railway – 478.3 km;
   1.3. triple-track railway – 1.0 km.

2. The overall TEN-T network within the Infrastructure Network controlled by the Manager consists of:

   2.1. 1 457.3 km of 1 520 mm gauge railway track, of which:

      2.1.1. Core network is 598.7 km;

      2.1.2. Core extend network is 124.1 km;

      2.1.3. Comprehensive network is 734.5 km.

   2.2. 128.4 km of 1435 mm gauge railway tracks, of which:

      2.2.1. Core network is 71.4 km;

      2.2.2. Core extend network is 57.0 km.

### 2.3.2. Track Gauges

1. The gauge of the railway tracks is 1 520 mm (1796 km long) and 1 435 mm (128.4 km long).
2. From the State border with the Republic of Poland to Kaunas (Palemonas) railway station and from Jiesia railway station to Rokai railway station is built a 1 435 mm gauge railway line. In the interstation Mockava–Šeštokai and the Kaunas tunnel equipped with a combined railway line of 1 520 mm and 1 435 mm. Mockava border the railway station is equipped with a wagon axle inter-track (1435/1520) inter-gauge exchange unit.

### 2.3.3. Stations and Nodes

Railway stations and stops where it is possible to disembark and board passengers and the lengths and heights of the platforms are specified in Annex 5 of the Network Statement.

### 2.3.4. Loading Gauge

1. **Gauge of the proximity of the structures.** Infrastructure track structures and facilities installed near 1,520 mm gauge railways must meet the requirements of the S-gauge of the structures. Structures and facilities installed near 1,435 mm gauge railway tracks must meet the requirements of the GC gauge for the proximity of structures.

   **The gauges of the proximity of the structures** on all railway lines with a gauge of 1,520 mm are applied in accordance with the List of Technical Rules of Railway Subsystems Applied in the Republic of Lithuania, approved by Order No. 3-146 of the Minister of Transport of the Republic of Lithuania dated 25 April 2005 "On the Approval of the List of Technical Rules of Railway Subsystems Applied in the Republic of Lithuania".

   Structures and facilities of 1,520 mm track width roads managed by the company must meet the established requirements of the S gauge for the proximity of structures, also taking into account TNN.

2. **Gauge of railway rolling stock**. The gauges of railway rolling stock are divided into three groups:

   2.1. The first group "T" – this gauge applies to rolling stock on railways with a gauge width of 1,520 mm, which are allowed to be transported on Infrastructure roads and public roads (including access roads) (from the connection point to the end of the Manager's territory), in which facilities and structures comply with S and SP dimensions of the proximity of structures;

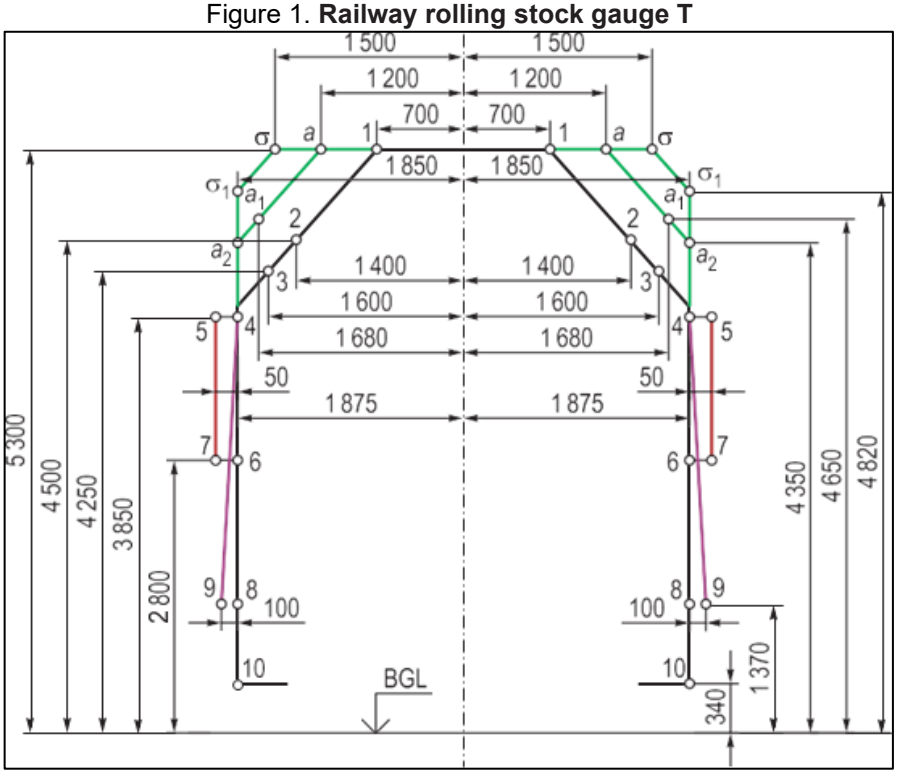
   2.2. The second group "1-T" is the gauge applied to railway rolling stock on railways with a gauge of 1,520 mm width, which are allowed to be transported on Infrastructure roads and public roads (including access roads) (from the connection point to the end of the Manager's territory), as well as in the territories of other companies on existing railways;

   2.3. The third group "1- BM (0-T)", "0- BM (01-T)", "02-BM (02-T)", "03- BM (03-T)" applies to rolling stock which allowed to be transported on railways with a gauge of 1520 mm and on railways with a gauge of 1435 mm.

| Rolling stock gauge | Scope | Height, mm | Width, mm |
|---|---|---|---|
| T | It is allowed to transport on Infrastructure tracks and RSFs (including access tracks) (from the connection point to the end of the Manager's territory), where facilities and structures meet the dimensions of the proximity of S and SP structures | 5300 | 3750 |
| Tc | Tanker and tipping wagons are allowed to be transported on Infrastructure tracks and RSFs (including access tracks) | 5200 | 3750 |
| Tpr | It is allowed to transport semi-wagons on | 5300 | 3550 |

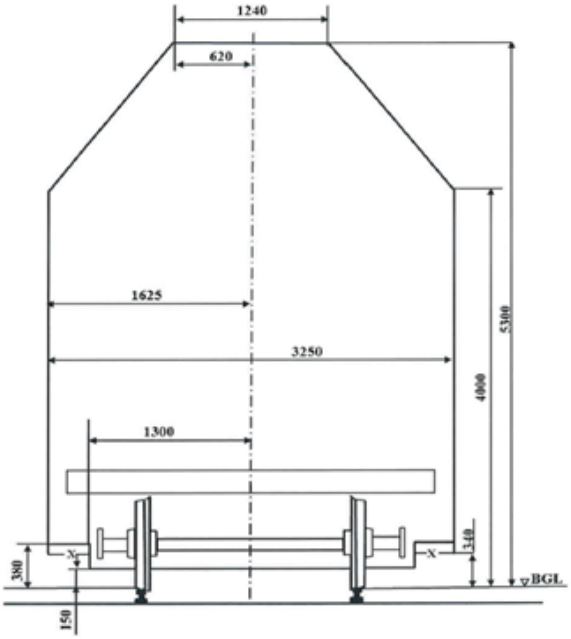
| | | | |
|---|---|---|---|
| | Infrastructure tracks and RSFs (including access tracks) | | |
| 1-T | It is allowed to transport on Infrastructure tracks and RSFs (including access tracks) (from the connection point to the end of the Manager's territory), as well as on railways located in the territories of other companies | 5300 | 3400 |
| 1- BM (0-T) | It is allowed to transport on 1,435 mm gauge railway network used for international traffic | 4700 | 3400 |
| 0- BM (01-T) | It is allowed to transport on 1,520 mm and 1,435 mm gauge rail network | 4650 | 3250 |
| 02-BM (02-T) | It is allowed to transport on 1,520 mm and 1,435 mm gauge railway network | 4650 | 3150 |
| 03- BM (03-T) | 1520 mm gauge and 1435 mm gauge railway network | 4280 | 3150 |

Figure 1. **Railway rolling stock gauge T**




3. **Loading gauge**. Cargo transported by railway must not violate the loading gauge. Loaded in one wagon or in a combination of two wagons, the cargo is considered oversize if it, together with the packaging and fastening devices, does not exceed the loading gauge when the wagon is standing on a straight horizontal track. A cargo is considered oversized if its dimensions, loaded in an open wagon standing on a straight horizontal road, exceed the dimensions of the loading gauge. The procedure for the carriage of oversized cargo and the coordination of carriage is provided in the Instruction for the carriage of oversized and heavy cargo on the railways of the CIS countries, the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania DČ-1835 approved by Order No. Įl-184 of AB Lietuvos geležinkeliai dated 31 March 2017. The exact dimensions of the 1,435 mm gauge width railway loading gauges and cargo securing instructions are described in the Railway Wagon Loading Guidelines approved by the International Union of Railways (UIC).

Figure 2. **Loading gauge on the 1,520 mm gauge railways**




4. **Gauge control devices**. The Instruction for the Organization and Management of Train Traffic in the Event of a Tripping or Failure of a Gauge Control Device LTGI 347/E, approved by the Manager and published on the Manager's website in section "Standard Technical Documentation", indicates the location and representation of gauge control devices, determines the organization and management of train traffic, when the gauge control device is activated or damaged or during its repair, the inspection of trains located at the intermediate station where the gauge control device is installed, and the notification of drivers about a tripped or broken gauge control device and coordination of their actions.

### 2.3.5. Weight Limits

1. On 1 520 mm gauge line, the maximum permissible static axle load is 25 t and 22.5 t on 1 435 mm gauge railway line.
2. The equivalent load t/m for each railway line is determined by the Manager, taking into account the permissible equivalent loads of road structures. Equivalent load limits in the Lithuanian railway network range from 7.5 to 10.5 t/m.

### 2.3.6. Line Gradients

A list of ruling slopes shall be provided in Annex 6 of the Network Statement

### 2.3.7. Maximum Line Speed

1. Information on the maximum permissible speeds of railway rolling stock at railway intermediate stations, main roads of railway stations, and arrival and departure roads shall be specified on the website of the Manager ( in the section "Standard Technical Documentation".)
2. Information on the maximum permitted railway rolling stock speeds on railway tracks of railway stations and access railway tracks managed by the Manager shall be specified on the Manager's website (in the section "Standard Technical Documentation").

### 2.3.8. Maximum Train Lengths

1. The lines and the maximum lengths of trainsets that can run on these lines are specified in Annex 2 of the Network Statement
2. The maximum length of passenger trains shall be determined by the lengths of the platforms on the route of such a train, specified in Annex 5 of the Network Statement.
3. In exceptional cases (when the Manager plans for a train to pass through a railway station without stopping), the railway undertaking (carrier) may form trains longer than those provided for in Annex 2 of the Network Statement and Annex 5 of the Network Statement. In such a case, the railway undertaking (carrier), when submitting the Application for Capacity Allocation, the Late Annual Working Timetable Path Request and the Ad-Hoc Path Request, must:
   - 3.1. Assess whether changes to the railway system will not be applied, and inform the Manager about the results of the assessment. If changes to the railway system are to be applied, they must be assessed in accordance with Commission Implementing Regulation (EU) No. 402/2013. When carrying out significant and negative changes to the railway system, the railway undertaking (carrier) must carry out the risk management process and submit a safety assessment report with a positive conclusion to the Manager regarding the planned changes to the railway system;
   - 3.2. In the absence of important changes to the railway system, submit to the Manager a plan of measures to ensure safe train traffic (if necessary), which must include:
     - 3.2.1. Identified risks threatening the safety of railway traffic, including the occurrence of non-standard situations and measures for managing these risks (hereinafter – **measures**);
     - 3.2.2. Responsible persons of the railway undertaking (carrier) appointed for the implementation of the measures;
     - 3.2.3. Measures implementation times;
     - 3.2.4. Order of cooperation between the railway undertaking (carrier) and the Manager in order to control risks and/or non-standard situations threatening the safety of railway traffic (the Manager, after assessing the aforementioned documents submitted by the railway undertaking (carrier), makes a decision to allow the railway undertaking (carrier) to form a longer than permitted maximum train lengths and allocate capacity or refuse to allocate it).

### 2.3.9. Power Supply

1. The electrified lines include:
   - 1.1. State border-Kena-Naujoji Vilnia-Vilnius;
   - 1.2. Kyviškės-Valčiūnai-Vaidotai-Paneriai;
   - 1.3. Valčiūnai-Kirtimai-Vaidotai-Paneriai;
   - 1.4. Vilnius-Kaunas;
   - 1.5. Lentvaris-Trakai;
   - 1.6. Kaišiadorys-Klaipėda (Draugystė railway station).
2. The operational length of electrified railway lines is 559.5 km, of which:
   - 2.1. single-track: 151.1 km;
   - 2.2. double-track: 407.6 km;
   - 2.3. triple-track: 0.803 km.
3. The overhead contact network of electrified lines uses a 50 Hz AC voltage of 25 kV.
4. AC electrified lines are provided with a catenary voltage of 21 kV-29 kV.
5. On electrified railway station and interstation tracks, overhead contact cables are installed above the rail head at a height of 5 675 mm to 6 800 mm.

### 2.3.10. Signalling Systems

1. The arrangement of signalling systems in the railway network shall be presented in Annex 7 of the Network Statement.

2. Signalling systems shall be divided into railway station signalling systems and intermediate station signalling systems.

2.1. **Signalling Systems of railway stations:**

2.1.1. *relay centralisation* (installed in most Lithuanian railway stations; all outdoor objects are controlled by relays, depending on the signalling type of each railway station (switches, traffic lights, track circuits, ALS codes, etc.) and their status is controlled);

2.1.2. *locking switches and signal equipment* (the oldest railway station centralisation system used in Lithuanian railways, installed in 9 railway stations; control panels are installed in railway stations to monitor the movement of trains, train traffic is controlled using relay centralisation, but facilities (e.g. switches) are controlled manually);

2.1.3. *microprocessor centralisation* (installed on renovated railway lines; three microprocessor centralisation systems are used: "Ebilock 950" (at the stations of the Kaišiadorys–Radviliškis line; at the side tracks Jašiūnai–Stasylos–State border with the Republic of Belarus; at the stations of Kena, Stasylos and Kalvarijos), SIMIS-IS (Šiauliai–Klaipėda line stations) and ESA 11-LG (Kaunas–Kybartai and Rokai railway line stations).

**2.2. Intermediate station signalling systems:**

2.2.1. *automatic track blocking* (regulates train traffic at side tracks (in the intermediate station, depending on the number of blocked sections, several trains may run at the same time); used in conjunction with the ALS (automatic locomotive signalling) train safety system, with the help of which along the entire length of the blocked section and stations on the main roads to the driver signals from road traffic lights approaching the train is continuously transmitted to the cabin; automatic braking devices (automatic train stopping devices) are installed in the locomotives, which automatically stop the train in case of a restrictive signal);

2.2.2. *semi-automatic track blocking* (regulates train traffic at side tracks (only one train may run at a side track at a time);

2.2.3. Modernised (undergoing modernisation) signalling devices are located on the following railway lines and railway stations:

- Kaišiadorys–Radviliškis (IX-B corridor);
- Kena Railway station;
- Šiauliai–Klaipėda (IX-B corridor);
- Kaunas–Kybartai (IX-D corridor);
- Jašiūnai–Stasylos– state border.

3. All traction rolling stock, until the Class A signalling system is installed on the Infrastructure railway lines under the Commission Regulation (EU) 2016/919 of 27 May 2016 on the technical specification for interoperability relating to the "control-command and signalling" subsystems of the rail system in the European Union, must have:

3.1. systems that ensure the requirements provided for in Annex 24 of the Description of References to the Application of Certain Points of the Technical Provisions for the Use of Railways, approved by Order No. Į-62 as of 20 January 2014 of the Director General of AB "Lietuvos geležinkeliai"; or

3.2. installed special transmission module (STM) module, the technical requirements of which are specified on the Manager's website (in the section "Standard Technical Documentation", under the subsection "Rolling Stock").

### 2.3.11. Traffic Control Systems

Traffic management is centralised. The traffic control system "DaVinci" is installed in the Vilnius Traffic Control Centre, which allows most railway stations to be managed and/or controlled remotely. The Traffic Control Centre organises and manages train traffic throughout the country, prepares and changes

train schedules, coordinates railway traffic breaks for the maintenance, renovation, construction and repair of the railway infrastructure, and promptly reacts to situations dangerous to the safety of railway traffic.

### 2.3.12. Communication Systems

1. The GSM-R radio communication system is used to organise and manage train traffic, which operates in the 876–880 MHz and 921–925 MHz radio frequency range. In the absence of GSM-R radio communication, the railway station watchman may issue messages from the set of train traffic forms to the train drivers in the appropriate form applied by the Manager.
2. The GSM-R radio communication system works in all operating railway stations and the following intermediate stations:
   - 2.1. Vilnius–Kaišiadorys–Radviliškis–Šiauliai–Klaipėda–Rimkai–Draugystė;
   - 2.2. Rimkai–Pagėgiai–Jonaitiškiai–Radviliškis;
   - 2.3. Pagėgiai–state border;
   - 2.4. Radviliškis–Pakruojis–Petrašiūnai;
   - 2.5. Kužiai–Bugeniai;
   - 2.6. Mažeikiai–state border;
   - 2.7. Radviliškis–Joniškis–state border;
   - 2.8. Radviliškis–Rokiškis–state border;
   - 2.9. Paneriai–Valčiūnai–Kyviškės–Kena–state border;
   - 2.10. Vilnius–Turmantas–state border;
   - 2.11. Vilnius–Kirtimai–Valčiūnai–Jašiūnai;
   - 2.12. Vilnius–Lentvaris–Marcinkonys;
   - 2.13. Senieji Trakai–Trakai;
   - 2.14. Gaižiūnai–Palemonas–Rokai–Jiesia;
   - 2.15. Kaišiadorys–Palemonas–Kaunas–Kazlų Rūda–Kybartai–state border;
   - 2.16. Kazlų Rūda–Šeštokai–Mockava–state border;
   - 2.17. State border–Mažeikiai–Bugeniai.
3. At border stops, including frontier railway stations, with the exception of Mockava station, the train driver contacts the train traffic coordinator responsible for the interstation, and the linear hectometric radio used by the watchmen of adjacent railway stations (and vice versa) a communication system in which analogue radiocommunications equipment operates at a frequency of 2,13 MHz.
4. On the railway lines Jonava–Rizgonys, Akmenė–Alkiškiai, Šeštokai–Alytus, Kretinga–Darbėnai–Skuodas, Švenčionėliai–Utena and on the access railway tracks, where does not work GSM-R radio communication and analogue radio communication systems used for public mobile communication system.
5. Local radio communication networks – zonal radio communication systems – are used in individual territories. These networks are dedicated to certain functions important in that area and are isolated from other communication systems. Zone radio communication system networks operate in the metric (150–154 MHz) and decimetric (445–450 MHz) wave ranges.

### 2.3.13. Train Control Systems

**System of Automatic Control Measures of Rolling Stock (ACMRS) of the Technical Condition of the Train**

1. The places of installation of the components of the Automatic Control Measures of Rolling Stock of the Technical Condition of the Train (hereinafter referred to as ACMRS) system are provided in Annex 8 of the Network Statement.
2. The procedure for the operation and use of automatic control devices for rolling stock installed in the infrastructure is set out in the Instructions for the Use of Automatic Control Measures of Rolling Stock of the Technical Condition of the Train approved by the Manager, which is published on the Manager's website (in the section "Standard Technical Documentation").
3. Railway undertakings (carriers) and/or repair companies operating rolling stock shall provide the Manager with the temperature values (norms) of axle boxes, axle necks and wheels of rolling stock.

**Traction Rolling Stock Safety Systems**

4. Traction rolling stock must be equipped with safety systems that comply with the Rules for Determining and Applying the Requirements of the Railway System, approved by the Order No. 3-586 "On the Approval of the Rules for Determining and Applying the Requirements of the Railway System" as of 23 December 2004 of the Minister of Transport and Communications of the Republic of Lithuania, the Regulations for the Technical Use of Railways, approved by the Order No. 297 "On the Technical Approval of Regulations for the Use of Railways" as of 20 September 1996 of the Minister of Transport and Communications of the Republic of Lithuania, Commission Implementing Regulation (EU) 2019/773 and the Manager's requirements set out in Annex 24 of the Description of the Application References of Certain Points of the Technical Provisions for the Use of Railways.
5. Security systems must ensure operational compatibility with signalling and control devices installed in the Infrastructure.
6. Safety systems must be periodically checked and calibrated, at the manufacturer or the manufacturer's authorised representative under the procedure established by the Manager or the manufacturer of the safety system.

#### 2.3.14. Level crossings

The list of major road level crossings with their location, defined categories, types of level crossing guarding and use, and existing signalling installations is provided in Annex 23 to the Network Statement.

### 2.4. Traffic Restrictions

#### 2.4.1. Specialised Infrastructure

There is no specialised infrastructure limiting train traffic.

#### 2.4.2. Environmental Restrictions

There are no environmental restrictions on train traffic.

#### 2.4.3. Dangerous Goods

There are no restrictions on the transportation of dangerous goods.

#### 2.4.4. Tunnel Restrictions

There are no tunnels where train traffic is restricted.

#### 2.4.5. Bridge Restrictions

1. All railway bridges, except pedestrian bridges, are classified according to lifting capacity. The category of a bridge's lifting capacity is a generalised indicator of the strength of the bridge.

2. Bridges are divided into five categories based on their lifting capacity:

   2.1. **Category I** — bridges intended for N 8 and S 14 load without defects that reduce lift as well as bridges designed in accordance with vertical load models (LM71 and SW/0) specified in Commission Regulation (EU) No 1299/2014 of 18 November 2014 *on the technical specifications for interoperability relating to the 'infrastructure' subsystem of the rail system in the European Union*;

   2.2. **Category II** — bridges suitable for rolling stock with longitudinal track load of up to 105 kN/m, with a rail load of 265 kN t per wheelset of a locomotive or wagon as well as all transporter wagons with loads up to 500 t and some speed limits that are currently in use;

   2.3. **Category III** — bridges that are currently suitable for rolling stock, including 8-axle open wagons with longitudinal track load of up to 90 kN/m, and transporter wagons with loads up to 500 t with speeds slower than those for bridges in Category II;

   2.4. **Category IV** — bridges suitable for 4-axle wagons with longitudinal track load of not more than 75 kN/m, and transporter wagons with loads up to 300 t and a speed limit;

   2.5. **Category V** — all other bridges with lower lift and speed limits for heavy trains.

### 2.4.6. Other Restrictions

It is prohibited to pour sand on the turns from the sand supply system of railway rolling stock, except when it is necessary to stop suddenly, as stipulated in Commission Implementing Regulation (EU) 2019/773.

### 2.5. Availability of the Infrastructure

1. Freight transportation by rail through Vilnius railway station is restricted. In the absence of capacity limitations (i.e., when there are no traffic interruptions on the bypass, no infrastructure element or rolling stock failures, etc.), freight transportation by rail to (or from) Kena railway station is carried out via Vaidotai, Valčiūnai, and Kyviškės. These restrictions do not apply to freight trains traveling to or from Turmantas railway station.

2. Krovinių vežimas geležinkelių transportu per Kauno geležinkelio stotį yra ribojamas ir krovinių vežimas yra vykdomas aplinkkeliu per Rokus, išskyrus atvejus, kai:

   2.1. the freight is transported on the 1,435 mm gauge;

   2.2. transportation via the bypass through Rokai is not possible (due to traffic interruptions, unforeseen events as provided for in Article 29[8](1) of the Railway Transport Code, etc.);

   2.3. transportation on the 1,520 mm gauge is necessary to ensure compliance with infrastructure safety requirements.

3. Indicative capacity of the railway lines (intermediate stations) as specified in the Network Statement in Annex No 4, shows the maximum number of trains which can pass the line in question (in the interstitial) number per day, according to the driving directions (even or odd), depending on the characteristics of the line and trains, the prescribed maximum speed limit, the signalling devices of the line (interstation), how train traffic is organised, the planned Capacity constraints and/or other factors affecting lines/lines for bandwidth. The preliminary capacity of railway lines (intermediate stations) is published for informational purposes and may differ from the actual capacity, which, for the purposes of applying Network Statement 4 the capacity allocation procedures referred to in the section will be determined by the Applicants received applications and circumstances for the allocation of capacity for the relevant working timetable during the period of validity. The main reasons for the possible differences are preliminary and actual thrusts differences in the characteristics of the measures and train trainsets, the planned temporary Capacity changes in restrictions, differences in preliminary and actual stops and parking of trains, etc.

4. The preliminary capacity of railway lines (interconnections) shall be determined under the rules, instructions, Technical Specifications of the Infrastructure, technological processes and methods of operation of railway line signalling equipment and organisation and management of train traffic, applying the norms of advanced technologies for performing actions (operations). The preliminary capacity is determined not only by the technical (theoretical) capacity of the line (interchange) under ideal conditions but also by other foreseeable circumstances, such as foreseeable temporary capacity constraints and interruptions to railway traffic.

5. The provisional capacities of the railway lines/intermediate stations are calculated daily, taking into account the following data:

   5.1. intermediate stations running times determined by traction calculation theory. The main factors influencing the duration of intermediate stations running are the length of the inter-track, the maximum permissible speed on the intermediate station and individual sections of the intermediate station, the maximum speed achievable by the train on the intermediate station due to the technical characteristics of the locomotive, the train set and the infrastructure (gradients, inclines, curves, etc.), the need for the train to stop at the station and the impact on the train speed of the need to accelerate and/or brake, etc.
   5.2. traffic breaks required for maintenance work on the track, Infrastructure structures, overhead contact line and signalling installations, lasting between 1 and 2 hours (under the Technical Regulations for the Use of Railways);
   5.3. the minimum time required for the action to accept, release or pass a train and the minimum time separating the passage of trains on an automatic interlocking section, which shall be determined taking into account the consistency and possible parallelism of the actions involved in accepting, releasing and passing trains (the time rates for each action concerned shall be determined under the Technical Regulations for the Operation of Railways, the Station Books and the working technology of the railway stations concerned);
   5.4. the weight of the train unit as specified in Annex 4 to the Network Statement.

The mass of the train unit is calculated according to the formula:

$$Q_{\mathrm{sk}} = \frac{F_{\mathrm{trsk}} - (w_0' + i_{\mathrm{sk}})P}{w_0'' + i_{\mathrm{sk}}}, \text{ where}$$

where:
$F_{\mathrm{trsk}}$ – the calculated tractive force;
$w_0'$ – the locomotive's main comparative motion resistance;
$w_0''$ – the main comparative resistance of the trainset;
$P$ – the mass of the locomotive;
$i_{\mathrm{sk}}$– a calculated gradient.

The mass of the train set is calculated from the equation of the tractive force and the resistance to motion when the train is moving at uniform speed. The methodology for calculating the mass of trainsets depends on the profile of the railway track, i.e. the characteristics of the calculated and inertial gradients. The calculation of the mass of the train is based on the use of the total wheel contact with the railway track and the power of the locomotive, as well as the use of kinetic energy at each intersection, ensuring the safety of railway transport and the continuity of the rolling stock movement.

### 2.6. Infrastructure Development

#### 1. Electrification of infrastructure

As part of its long-term strategy to modernise and sustainably develop Lithuania's railway infrastructure, the Manager has been implementing one of the country's largest railway modernisation projects since 2017, i.e. the electrification of the Kaišiadorys-Klaipėda (Draugystė railway station) line with the Vilnius

node. The project is financed by the European Union Cohesion Fund and is scheduled to be completed by Q3 2026.

The project will increase the share of electrified railway lines in Lithuania from 8 per cent to almost 26.8 per cent of the railway infrastructure network controlled by the Manager.

By the end of 2026, one of the country's main rail arteries – the railway line Vilnius-Kaišiadorys-Šiauliai-Klaipėda (Draugystė railway station) – is expected to be fully electrified.

The project includes the construction of 363 km of overhead contact lines, 6 traction substations and 8 autotransformers, and will allow the maximum train speed to reach 160 km/h, and the overhead contact network is expected to last up to 50 years.

***2*. Installation of charging infrastructure for battery trains (BEMU)**

The Manager will implement the project for the installation of the charging infrastructure for battery electric multiple units (BEMU) at Varėna railway station in Q4 2026. The project will enable battery trains to be charged on the 25 kV grid using the on-board pantograph. The maximum current will be 80 A and the fast charging technology will allow the train's battery to be fully charged in 45 minutes. The fast charging station will be located on the Vilnius-Marcinkonys railway line at 60+329 km.

Information about Infrastructure development and modernisation is placed on the Manager's website (in the section "Planned Projects").

## 3. ACCESS CONDITIONS

### 3.1. Introduction

This section describes the conditions under which railway undertakings (carriers) and/or companies traveling to and from the place of construction, repair and/or maintenance works (hereinafter – the **Works**) of Infrastructure objects (hereinafter – the **Repair Companies**) have the right to use the Infrastructure.

### 3.2. General Access Requirements

The conditions and requirements for using the Infrastructure shall be set out in Article 28 of RTC.

#### 3.2.1. Conditions for Applying for Capacity

1. Pursuant to Article 28 (1) and (3) of the RTC, the following shall have the right to use the Infrastructure (with the exception of the exceptions set out in Article 28 (2) and (5) of the RTC):
   1.1. a railway undertaking (carrier) registered in the Republic of Lithuania or another EU member state for which capacity is allocated;
   1.2. a railway undertaking (carrier) operating in the interests of the Applicant, which is not the Applicant, but has the right to use the capacity allocated to the Applicant according to the contract with the Applicant;
   1.3. repair companies.
2. Pursuant to Article 28 (2) of RTC, the exclusive right to receive the minimum access package and the right to use the Infrastructure for the provision of transit rail transport services shall be granted only to railway undertakings (carriers), all shares of which are directly or indirectly owned by the State of Lithuania. Railway undertakings (carriers) and railway undertakings (carriers) acting in the interests of the Applicant, when providing passenger, baggage and/or load transportation services on local and/or international routes in the territory of the Republic of Lithuania, must ensure that the Infrastructure is not used to provide transit rail transport services.
3. Capacities shall be allocated according to the procedure described in Section 4 of the Network Statement.
4. Pursuant to Part 2 Article 29 of the Railway Transport Code (RTC), the Applicant may not transfer or sell the Capacity allocated to it to another company or another railway transport service. The transfer of Capacity shall not be deemed to be a transfer of Capacity where the Capacity is used by a railway company (carrier) acting in the interests of the Applicant which is not a railway company (carrier), or if the Applicant is reorganised, reconstructed or separated, the successor to the rights and obligations of the Applicant, which continues or takes over the Applicant's business or part thereof, together with the continued or taken over business or part thereof, takes over from the Applicant the Capacity allocated to the Applicant necessary for the performance of that business or part thereof.

#### 3.2.2. Conditions for Access to the Railway Infrastructure

1. Pursuant to Article 28 (4) of RTC, the Manager shall be prohibited from discriminating against railway undertakings (carriers) and repair companies or providing them with different access conditions to the public railway infrastructure.
2. Pursuant to Article 101, Part 1 and Article 28, Part 1 of the RTC, a railway undertaking (carrier) and/or repair company, in order to acquire the right to use the Infrastructure, must:

2.1. have a valid licence of a railway undertaking (carrier) (more about licences – Clause 3.2.3 of the Network Statement) (the requirement to have a licence of a railway undertaking (carrier) shall not apply to repair companies);

2.2. have a safety certificate (parts A and B, issued before 1 January 2021) or a general safety certificate (for more information on certificates, see Clause 3.2.4 of the Network Statement);

2.3. have a valid mandatory civil liability insurance contract (for more information on insurance, see Clause 3.2.5 of the Network Statement);

2.4. enter into an Infrastructure Usage Agreement with the Manager (for more information on Infrastructure Usage Agreements, see Clause 3.3 of the Network Statement).

### 3.2.3. Licences

1. Licences to railway undertakings (carriers) shall be issued in accordance with Article 10 of the RTC and the Licencing Rules for Railway Undertakings (Carriers), approved by Resolution No. 783 "On Approval of the Licencing Rules for Railway Undertakings (Carriers)" as of 17 June 2003 of the Government of the Republic of Lithuania.
2. Licences of the railway undertakings (carrier) shall be issued, suspended, or revoked by the LTSA.
3. In the Republic of Lithuania, licences issued in any EU member state to transport passengers, baggage and freight by rail shall be valid.
4. Detailed information on the issuance of railway undertaking (carrier) licences shall be available on the LTSA website.
5. Information about companies that have been issued licences to engage in economic and commercial activities of railway transport shall be published on the LTSA website and ERADIS.

### 3.2.4. Safety Certificate

1. General safety certificates are issued under Article 8 of the LoRTS and the Rules for Submission of Applications for General Safety Certificates by Railway Undertakings (Carriers) and Applications for Safety Permits Issued by Railway Infrastructure Managers, approved by Order No. 3-37 "On the Approval of the Rules for Submission of Applications of Railway Undertakings (Carriers) for the Issuance of General Safety Certificates and Applications of Railway Infrastructure Managers for the Issuance of Safety Permits" as of 23 January 2003 of the Minister of Transport and Communications of the Republic of Lithuania.
2. General Safety Certificates shall be issued, updated, supplemented, amended, temporarily restricted, suspended, cancelled or revoked by:

   2.1. ERA, if the company's place of business is only in the Republic of Lithuania or in the Republic of Lithuania and another (other) EU member state(s); or

   2.2. LTSA, if the company's place of business is only in the Republic of Lithuania.
3. Applications for General Safety Certificates shall be made through the RNE One-Stop-Shop. Detailed information on the issuance of General Safety Certificates shall be published on the LTSA website.

### 3.2.5. Insurance

1. Under Article 10[1] of RTC, railway undertakings (carriers) and repair companies must insure their property interests in connection with their civil liability to a third party for damage caused by the policyholder's carriage of passengers, baggage and/or freight on domestic and/or international

routes in the EU in the territory, activities of combined passenger transport on local routes and/or use of railway rolling stock in the Infrastructure.

2. The minimum amount of compulsory civil liability insurance of a railway undertaking (carrier) must be 500 000 EUR per insured event and 2 000 000 EUR for all insured events per year.
3. The minimum amount of the repair company's compulsory civil liability insurance must be 100 000 EUR per insured event and 500 000 EUR for all insured events per year.

### 3.3. Contractual Arrangements

#### 3.3.1. Framework Agreement

1. A general agreement between the Manager and the Applicant may be concluded where, to meet the reasonable commercial needs of the Applicant, the capacity needs to be allocated for a period longer than one annual working timetable.
2. General agreements for the period of validity of the Annual working timetable for 2026–2027 shall not be concluded between the Manager and the Applicant.
3. If the Manager decides to conclude general agreements, they shall be concluded under Commission Implementing Regulation (EU) 2016/545. Information on the procedures and criteria for concluding such agreements shall be provided in the Manager's Network Statement approved during the validity period of the relevant annual working timetable, informing all stakeholders.

#### 3.3.2. Agreement for the use of infrastructure

1. The Agreement for the Use of Infrastructure shall specify the rights and obligations of the railway undertaking (carrier) or the Repair Company and of the Manager in relation to the use of the Allocated Capacity during the validity period of a single working timetable.
2. According to Article 29(9) of the RTC, the Manager shall establish the requirements for the content of the Agreement for the Use of Infrastructure, which are set out in the standard form for the Agreement for the Use of Infrastructure provided for in Annex 12 to the Network Statements.
3. The conditions of the form for the Agreement for the Use of Infrastructure shall not be changed, except in cases where the change of this form is necessary due to the specifics of the activities carried out by the parties to this agreement and/or changes in its organisation and this change does not worsen the situation of any of them with respect to other parties to this agreement, or the change of the conditions of the agreement is enforced after the verification of compliance with national security interests established in the legal acts of the Republic of Lithuania.

**Conclusion of the Agreement for the Use of Infrastructure**

4. The conclusion of the Agreement for the Use of Infrastructure shall be governed by Article 29(6) and (7) of the RTC,
5. The Agreement for the Use of Public Railway Infrastructure shall be concluded for the period of one working timetable.
6. The Agreement for the Use of Infrastructure shall be concluded and the concluded agreement shall be renewed taking into account changes every year to the Network Statements and the format of the Agreement for the Use of Infrastructure for the period of the working timetable even if a framework agreement has been concluded.
7. A railway undertaking (carrier) and/or Repair company, intending to conclude an Agreement for the Use of Infrastructure with the Manager, shall submit a free-form application by e-mail (at pardavimai@ltginfra.lt) within the following recommended deadlines:

   7.1. having submitted an application for the allocation of capacity, no later than by 12 August 2026;

   7.2. having submitted a late application, no later than by 14 September 2026;

7.3. in other cases, at least two months before the ad-hoc path request is due to be submitted to the Manager.

Together with an application for an Agreement for the Use of Infrastructure sent by e-mail (at pardavimai@ltginfra.lt ), the following valid documents and/or copies thereof must be provided (if the documents are in a foreign language, a translation into Lithuanian or English must also be provided):

a) a copy of the compulsory third-party liability insurance policy;

b) a copy of the general safety certificate (or Part A and/or Part B of the safety certificate);

c) a copy of the railway undertaking's (carrier's) licences (the requirement to hold a railway undertaking's/carrier's licence does not apply to repair companies);

d) an authorisation for a person entitled to enter into the Agreement for the Use of Infrastructure (the authorisation shall be provided in cases where the agreement will be signed by an authorised person other than the head of the undertaking);

e) a completed standard Declaration Form (Annex 20 to the Network Statement), signed by the head or his/her authorised representative;

f) a completed Annex 6 to the Description of the rules of procedure of the Commission for Coordination of Protection of Objects Critical for National Security, approved by Resolution No 1540 of the Government of the Republic of Lithuania of 25 November 2009 approving the Description of the rules of procedure of the Commission for Coordination of Protection of Objects Critical for National Security.

8. If the railway undertaking (carrier) and/or repair company have submitted copies of the documents referred to in paragraphs a to c of Sub-Clause 7 of Clause 3.3.2 of the Network Statement to the Manager during the periods of expiry of the working timetable or in the course of other procedures provided for in the Network Statement, and these documents are valid and unchanged, they shall not resubmit the copies of these documents to the Manager, but they shall inform the Manager thereof by e-mail (at pardavimai@ltginfra.lt).

9. In order to verify the information specified in the standard form of the declaration, the Manager shall have the right to ask the railway undertaking (carrier) or the Repair Company for additional data and/or documents which would justify the circumstances being checked by the Manager and the form and scope of which depend on the nature, scope, and form of storage (copies of documents, extracts, data summaries, etc.) of the requested data, including, but not limited to:

9.1. Incorporation or registration documents containing the name, legal form, headquarters (address), address of performing actual activities, code, record of registration and date of its issue of the railway undertaking (carrier) or the Repair Company;

9.2. Documents confirming the ownership and management structure of the railway undertaking (carrier) or the Repair Company;

9.3. Documents justifying the activity of the railway undertaking (carrier) or the Repair Company and its nature (e.g., articles of association, regulations, decisions of management bodies, joint venture contracts, etc.);

9.4. Documents necessary for the approval of the final beneficiary (beneficiaries) (e.g., an extract from the register of beneficiaries, copy of the register of shareholders, incorporation documents of the submitted structure, etc.);

9.5. Documents justifying the origin of funds (e.g., an approved annual financial report, a bank account statement, etc.);

9.6. Documents confirming the broader information of the business partners of the railway undertaking (carrier) or the Repair Company or the verification of business partners for the purposes of regulation of Sanctions;

9.7. Transport documents;

9.8. Documents submitted to customs;

9.9. Permits and/or any other consents, notices, if and when required by the legal acts governing the Sanctions.

10. In cases where the railway undertaking (carrier) or the Repair Company confirms in the standard form of the Declaration that it will apply its sanctions implementation policy, this policy must not contradict the Sanctions Implementation and Control Policy of the Manager and must meet at least the following minimum criteria:

10.1. The concept of Sanctions;

10.2. Principles of implementation and control of Sanctions (priority of values, reliability of partners and zero risk tolerance, responsibility and reliability of information, compliance and traceability, "four eyes");

10.3. Ensuring continuous verification of clients and business partners;

10.4. Cooperation with the Manager and competent authorities in the implementation of Sanctions.

11. When submitting the data, information and/or documents specified in this clause to the Manager, the railway undertaking (carrier) or the Repair Company shall confirm the accuracy of the data, information and/or documents provided to the Manager and, if it is discovered that false data, information and/or documents have been submitted, the railway undertaking (carrier) shall be liable in accordance with the procedure established by legal acts.

12. Upon receipt of a request to conclude an Agreement for the Use of Infrastructure in accordance with Article 29[(1)](7) of the RTC, no later than within 20 (twenty) working days in the cases and in accordance with the procedure set out in Article 13(1) and (2) of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, the Manager shall apply for compliance with the national security interests of the Agreement for the Use of Infrastructure, according to which the railway undertaking (carrier) or the Repair Company are granted access to specific equipment and assets of importance for national security which are established by the Government and could pose a risk or threat to national security or interests. The Manager shall inform the railway undertaking (carrier) or the Repair Company about the decision on compliance of the Agreement for the Use of Infrastructure with national security interests made in accordance with the procedure established by the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania within 2 (two) working days from the date of receipt of the above-mentioned decision.

13. The Manager **shall not conclude** an Agreement for the Use of Infrastructure with the railway undertaking (carrier) or the Repair Company which submitted the request for the conclusion of this agreement:
a) If the Agreement for the Use of Infrastructure to be concluded is declared not to be in the interests of national security in accordance with the procedure established by the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania;
b) When the performance of the Agreement for the Use of Infrastructure contradicts international sanctions implemented in the Republic of Lithuania;
c) If the railway undertaking (carrier) and/or the Repair Company which has submitted the request for the conclusion of the Agreement for the Use of Infrastructure refuses to provide the data or documents specified in clause 3.3.2. part 6(e) of the Network Statements and/or, if required by the Manager, in part 7.

14. Upon receipt of a request from the railway undertaking (carrier) and/or the Repair Company for the conclusion of the Agreement for the Use of Infrastructure and the information specified in part 6 of clause 3.3.2 (parts (a) to (e) and, if necessary, part 7) of the Network Statements, the Manager shall begin to coordinate the Agreement for the Use of Infrastructure and submit the draft Agreement for the Use of Infrastructure in writing or by electronic means to the railway undertaking (carrier) and/or the Repair Company.

15. The Agreement for the Use of Public Railway Infrastructure with the applicant for the allocation of public railway infrastructure capacity must be concluded at least one month before the date of entry of the working timetable into force.

16. Upon submission of a last-minute application or a late application by an applicant who is a railway undertaking (carrier), the Agreement for the Use of Infrastructure must be concluded at least one month before the start of the capacity use requested by these applications and, if an agreement is to be concluded for the allocation of infrastructure capacity, it must be concluded before the date of conclusion of the Capacity allocation agreement.

17. If, according to Article 29(5) of the RTC, an agreement for the allocation of public railway infrastructure capacity (Annex 13 to the Network Statements) is to be concluded, the railway undertaking (carrier) acting in the interests of the applicant must conclude an agreement for the allocation of public railway infrastructure before the date of conclusion of the agreement for the allocation of public railway infrastructure capacity.

**Cooperation on general risk management measures**

18. In accordance with Article 4(3) of the LRTTS, the Manager and railway undertakings (carriers) undertake to achieve the general traffic safety objectives in the design of the traffic safety management systems and the implementation of the measures established in those systems and to ensure compliance of the rail system with the traffic safety requirements set out in national rules and technical specifications for interoperability and the application of the relevant general traffic safety methods.

19. The manager and railway undertakings/carriers cooperate to establish harmonised measures to manage common risks: not only establish in their safety management systems the requirements for reporting railway accidents or incidents in accordance with the requirements of the Law on Safety Investigations of the Republic of Lithuania, but also establish procedures for the internal investigation of such incidents, the handling of their consequences, the testing of emergency plans and the exchange of information, which, inter alia, ensure that the conditions are as favourable as possible for the immediate action of the emergency services, and the procedures for the practical training of persons wishing to be certified as train drivers, ensuring the most appropriate amount of practical training from the point of view of the safety of railway traffic in accordance with the requirements set out in the Description of the requirements for safety management systems for rail transport and Commission Delegated Regulation (EU) No 2020/782, Commission Implementing Regulation (EU) No 1158/2010, Commission Implementing Regulation (EU) No 1169/2010.

20. In order to ensure a high level of traffic safety in rail transport and effective risk control, the Manager cooperates with suppliers, partners or contractors, railway undertakings/carriers, other undertakings using the Infrastructure, or other interested parties on the risks identified in relation to traffic safety and on the management and implementation of risk management and implementation measures: analysing the circumstances of incidents, the measures taken to control the risks, and agreeing on safety measures plans to ensure that railway accidents or incidents and other adverse events do not occur in the future.

### 3.3.3. Agreement for Capacity Allocation

1. Under Article 29(5) of the RTC, an Applicant other than a railway undertaking (carrier) which has applied for the allocation of capacity and is willing to pay a fee for a minimum access package and a railway undertaking (carrier) acting on behalf of that Applicant shall conclude a Public Railway Infrastructure Capacity Allocation Agreement with the Manager for the duration of a one annual working timetable or shall renew it in the light of any changes in the form of the Network Statement and of the Form of Agreement on the Public Railway Infrastructure Capacity Allocation Agreement, on an annual basis, for the duration of the one annual working timetable, even if there is a general agreement in force.

2. An applicant who is not a railway undertaking (carrier) who intends to conclude an agreement with the Manager must provide the following documents:

2.1. The authorisation of the person entitled to enter into the agreement for capacity allocation;

2.2. A document certifying that it is an international group of railway undertakings (carriers), a consignor (consignee) or a freight forwarder wishing to provide public passenger transport services by rail or having a commercial interest and intending to order public railway infrastructure capacity.

3. The agreement with the Manager shall be concluded at least one month before the annual working timetable comes into effect, except in cases specified in paragraph 4 of this point.

4. If the Applicant submits an Ad-Hoc Path Request or a Late Annual Working Timetable Path Request, the capacity allocation agreement must be concluded before the submission of the Ad-Hoc Path Requests or Late Annual Working Timetable Path Requests.

5. The standard form of the capacity allocation agreement shall be presented in Annex 13 of the Network Statement.

6. The terms and conditions of the standard form of the capacity allocation agreement shall be unchanged, except when the change of this standard form is necessary due to changes in the specifics of the activities carried out by the parties to this agreement and/or changes in its organisation, and such a change does not worsen the position of any of them concerning the other parties to this agreement.

#### 3.3.4. General Conditions

During the validity period of the 2026-2027 working timetable, the Manager does not use the RNE document regulating the general conditions of the railway infrastructure, "Common Conditions of Use of the European Railway Infrastructure".

### 3.4. Specific Access Requirements

#### 3.4.1. Rolling Stock Acceptance

1. Pursuant to Article 15 of the LRTTS, railway transport traffic is allowed to use only technically sound rolling stock registered in the cases and procedures established by RTC, the technical maintenance of which is carried out in accordance with the procedure established by the LRTTS and the Law on the Maintenance of Potentially Dangerous Equipment of the Republic of Lithuania and the international agreements of the Republic of Lithuania on the international transportation of dangerous goods by railway.

2. Before starting to use rolling stock or the mobile railway subsystems that make up it, a permit to place rolling stock on the market and/or a permit to start using rolling stock (hereinafter – the **permits**) must be obtained.

3. Permits are issued in accordance with Commission Implementing Regulation (EU) 2018/545, Article 11 of LRTTS and Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market, approved by Order No. 3-507 of the Minister of Transport and Communications of the Republic of Lithuania dated 22 December 2006 "On the Approval of the Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market " (hereinafter – **Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market**).

4. Permits are issued by:

   4.1. ERA, when the intended place of use of rolling stock is only in the Republic of Lithuania or in the Republic of Lithuania and another EU member state(s);

   4.2. LTSA (Lithuanian Transport Safety Administration), when the intended place of use of the rolling stock is only in the Republic of Lithuania.

5. Documents for obtaining permits are submitted in the ERA one-stop shop. Detailed information on issuing permits is available on the LTSA website.

6. The assessment of the technical compatibility of rolling stock and the network of the place of their use related to the procedures for issuing permits (when preparing the documents specified in sub-section 18.9 of the table provided in section 18 of Annex I of Commission Implementing Regulation (EU) 2018/545) is carried out in accordance with the procedure established in Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Place Rolling Stock on the Market and Rules for Checking the Technical Compatibility of the Network of Rolling Stock and Their Place of Use, When the Rolling Stock is Intended to Be Used in the Railway Infrastructure Managed by AB LTG Infra, approved by Order No. IS(LGI)-279) of the CEO of AB LTG Infra dated 19 July 2021.

### 3.4.2. Staff Acceptance

1. In accordance with the requirements of Article 20(1) of the LRTTS, natural persons who are not employees of railway infrastructure managers or railway undertakings/carriers, but who wish to acquire the right to work in a hazardous area, must, and employees who perform tasks that are important for the protection of traffic safety may, in accordance with the procedure laid down by the road safety authority, pass a knowledge test that meets the requirements of the road safety authority and obtain an electronic certificate of a natural person who works in a hazardous zone.

2. Pursuant to the requirements of Articles 31–33 of LoRTS, train drivers must have a valid train driver's licence and train driver's certificate in order to operate railway rolling stock.

3. Train driver licences shall be issued by LTSA following the Description of the Procedure for Issuing Train Driver Licences, approved by Order No. 3-301 “On Approval of Description of the Procedure for Issuing Train Driver Licences” as of 7 May 2010 of the Minister of Transport and Communications of the Republic of Lithuania. Detailed information on the issuance of train driver’s licences shall be available on the LTSA website.

4. Certificates for train drivers shall be issued by the railway infrastructure manager or the railway undertaking (carrier) with which the train driver has concluded a contract. Train driver certificate forms shall be issued by LTSA. Detailed information on the issuance of train driver certificates shall be available on the LTSA website.

### 3.4.3. Exceptional Transport

1. The transportation of bulky and heavy freight shall be regulated by the Instruction on the Transportation of Bulky and Heavy Freight on the Railways of the CIS Countries, the Republic of Estonia, the Republic of Latvia, and the Republic of Lithuania No. DČ-1835, approved by the Order No. Į-184 as of 31 March 2017 of the Director General of AB “Lietuvos geležinkeliai”.
2. Wagons, open wagons and 4-8-axle transporter wagons that transport oversized loads of 1st – 2nd degree of the lower zone, 1st – 3rd degree of the side zone, 1st – 2nd degree of the upper zone shall be passed following according to the annual working timetable.

3. The railway undertaking (carrier), when submitting applications for capacity allocation, Late Annual Working Timetable Path Requests or Ad-Hoc Path Requests, or when submitting applications under Sub-Clause 2 of Clause 4.8.1, must additionally coordinate the following carriages with the Manager:

   3.1. platform wagons and open wagons, 4-8-axle transporter wagons, including 120 t combined transporter wagons with one intermediate platform or with two intermediate platforms, which are used to transport bulky and super bulky loads of 3rd – 6th degree in the lower zone, 4th- – 6th degree of the side zone and 3rd degree of the upper zone;

   3.2. Transporter wagons with 12 or more axles, which carry cleared and bulky freight of lower degrees than those indicated in Clause (a);

   3.3. carriages of bulky non-operational electric train sections and electric train wagons.

4. Detailed information on the transportation of bulky and heavy freight can be provided by e-mail at paraiskos.pajegumai@ltginfra.lt.

### 3.4.4. Dangerous Goods

The transportation of dangerous goods by railway transport on the territory of Lithuania is regulated by:

1. Law on Carriage of Dangerous Goods by Car, Rail and Inland Waterway of the Republic of Lithuania;
2. Annex C of the Convention concerning International Carriage by Rail (COTIF) Regulation concerning the International Carriage of Dangerous Goods by Rail (RID);
3. Annex 2 of the Convention concerning International Carriage of Goods by Rail (IGAS) "Rules for the Carriage of Dangerous Goods" (in Russian, Lithuanian);
4. Description of the Inspection Procedure for Cars and Railways Transporting Dangerous Goods by Road, approved by Resolution No. 1778 "On the Approval of the Description of the Inspection Procedure for Cars and Railways Transporting Dangerous Goods by Road" as of 13 November 2002 of the Government of the Republic of Lithuania;
5. Resolution No. 367 "On the Transportation of Dangerous Goods by Road and Rail in the Republic of Lithuania" as of 17 May 2017 of the Government of the Republic of Lithuania;
6. Resolution No. 1547 "On the Granting of Powers in the Areas of Transportation of Dangerous Goods by Road and Railways and Related Activities" as of 28 December 2011 of the Government of the Republic of Lithuania;
7. Rules of Load Transportation by Rail, approved by Order No. 174 "On Approval of the Rules of Load Transportation by Rail" as of 20 June 2000 of the Minister of Transport and Communications of the Republic of Lithuania;
8. Description of the Procedure for Determining and Announcing Additional Requirements, Restrictions, or Prohibitions for the Transportation of Dangerous Goods, not Specified in the International Treaties of the Republic of Lithuania, which Regulate the Transportation of Dangerous Goods, approved by the Order No. 3-181 "On the Approval of the Description of the Procedure for Determining and Announcing Additional Requirements, Restrictions, or Prohibitions for the Transportation of Dangerous Goods, not Specified in the International Treaties of the Republic of Lithuania, which Regulate the Transportation of Dangerous Goods and the recognition of the Order No. 3-508 "On the Procedure for Determining and Announcing the Routes on which it is Prohibited to Transport Dangerous Goods" as of 13 March 2012 of the Minister of Transport and Communications of the Republic of Lithuania as invalid";
9. Special Requirements for Ensuring the Safety of the Carriage of Dangerous Goods on 1 520 mm Gauge Railways in the Territory of the Republic of Lithuania, approved by Order No. V-769 "On the Approval of the Safety Requirements for the Carriage of Special Dangerous Goods on 1 520 mm Gauge Railways in the Territory of the Republic of Lithuania" as of 29 October 2012 of the Head of the State Railway Inspectorate under the Ministry of Transport and Communications.

### 3.4.5. Test Trains and Other Trains

1. To check the compatibility of the mobile railway subsystems that make up the rolling stock and the corresponding railway network, test runs of the rolling stock shall be carried out.
2. The test runs of railway rolling stock shall be carried out under the procedure outlined in Annex 4 of the Rules for Issuing Permits to Start Using Stationary Railway Subsystems and Permits to Put Railway Rolling Stock on the Market.

### 3.4.6. Utilisation of a Part of the Public Railway Infrastructure for the Provision of Certain Rail Transport Services

Under Article 29 (14) of the RTC, for the period of validity of the annual working timetable of 2024–2025, there shall be no parts of the infrastructure that may be used only for the provision of certain rail transportation services.

### 3.5. Control of Compliance with the Terms of Use of the Infrastructure

1. The Manager, under Article 28 (6) of the RTC, shall carry out control of compliance with the conditions of use of the Infrastructure set out in Article 28 (1) and (2) of the RTC (hereinafter referred to as the **Utilisation Control**) in the following cases:

   1.1. Utilisation Control before capacity allocation;
   1.2. Utilisation Control after capacity allocation.

**Control of Use prior to Capacity allocation**

2. Control of Use prior Capacity allocation is carried out after the applicant submits an Application for Capacity Allocation, a Late Annual Working Timetable Path Request or an Ad-Hoc Path Request and the documents attached to it, specified in paragraph 4 of Section 4.5.1.1 of the Network Statement, as well as by applying the procedure for eliminating deficiencies specified in Parts 6 and 8 of Article 29[1] of the RTC and described in Section 4.5.1.2 of the Network Statement, paragraphs 6–12 of section 4.5.2 of the Network Statement and paragraphs 10–16 of section 4.5.3 of the Network Statement.

3. In carrying out the control of compliance with the conditions of use of the Infrastructure set out in paragraph 2 of Article 28 of the RTC before the allocation of capacities, the Manager assesses whether the received Application for allocation of capacities, a Late Annual Working Timetable Path Request or a Ad-Hoc Path Request are requesting the allocation of a route(s) in which there is a real possibility to carry out transit and after determining that such a possibility exists, the Manager has the right to ask the Applicant to submit documents (a contract, agreement, letter of intent, etc.) within the deadline set by the Manager, substantiating that using the Infrastructure according to the requested capacity, the cargo will be loaded in the territory of the Republic of Lithuania or a neighbouring EU member state and (or) it will be unloaded in the territory of the Republic of Lithuania or a neighbouring EU member state, or passengers will be boarded or disembarked in the territory of the Republic of Lithuania or a neighbouring European Union member state, if the Applicant has not submitted such documents to the Manager). If the applicant fails to submit the specified documents within the deadline set by the Manager, the Manager, in accordance with Article 29[1], Part 8 of the RTC, makes a decision to refuse to consider the received Application for Capacity Allocation, Late Annual Working Timetable Path Request or Ad-Hoc Path Request.

**Control of Use following the allocation of Capacities**

4. Control of use after the allocation of Capacities is carried out by assessing the data processed in the information systems used by the Manager, as well as the information published by LTSA or provided to the Manager. The control of use after the capacity allocation of railway undertakings (carriers), which have the capacity to provide passenger and baggage transport on international routes, is also carried out in cooperation with the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania (hereinafter – **VSAT**) in accordance with control agreement No. SUTK(LGI)-94 on compliance with the conditions of cooperation on the use of public railway infrastructure concluded by the Manager and VSAT on 27 November 2020 and with the Customs Department under the Ministry of Finance of the Republic of Lithuania (hereinafter – the **Customs Department**) in accordance with the cooperation agreement No. SIK–49/2022 concluded by the Controller and the Customs Department on 19 May 2022.

5. The Manager can perform a documentary check of the Railway undertaking (carrier) or Repair Company regarding the compliance of the Railway undertaking (carrier) or Repair Company with the Sanctions. The documentary check is carried out in order to assess whether the Railway undertaking (carrier) or the Repair Company for which the Capacities are allocated:

   a) It ensures the verification of business partners and transactions for possible Sanctions restrictions and the application of control measures for all parties involved in the transaction;

b) It does not engage in activities that would avoid the implementation of Sanctions or create conditions for their circumvention;

c) It has obtained all licenses, permits and/or any other consents and provided all notices, if and when required under the legal acts governing Sanctions;

d) It applies its own or the Manager's Sanctions implementation policy.

During the documentary check, documents and information specified in paragraph 10 of section 3.3.2 of the Network Statement. v.

6. If the Manager determines a violation of the requirements of the Sanctions, while the Railway undertaking (carrier) or the Repair Company is using the allocated capacities, the Manager informs the competent authorities about such established circumstances in accordance with the procedure of legal acts in the implementation of the Sanctions.

7. If the railway undertaking (carrier) or Repair Company to which the capacity is allocated learns that Sanctions are applied to the railway undertaking (carrier) or Repair Company, its shareholder, beneficiary, person holding a management position or otherwise controlling, it must inform the Manager in writing no later than as within 2 (two) working days from the day such information becomes clear. After the Manager receives such information or determines such facts on its own initiative, the Manager must inform the relevant competent authorities in the implementation of Sanctions no later than within 2 (two) working days from the day such information is disclosed or established. If it is determined that the Railway undertaking (carrier) or the Repair Company is directly subject to Sanctions, the Manager may suspend the examination of new applications for capacity allocation. On the basis of the information specified in this section, the Manager also applies for verification of compliance with national security interests in accordance with the procedure established by legal acts.

8. If the Manager receives information or on its own initiative determines a violation of the duties of the Railway undertaking (carrier) or the Repair Company, as a result of which there is a threat of violating the Sanctions or a violation of the Sanctions has occurred, he applies for verification of compliance with national security interests in accordance with the procedure established by legal acts.

9. If the circumstances specified in Article 29[6], Part 5, Clause 2 of the RTC become apparent, the Manager makes a decision to cancel the Capacities allocated to the Railway undertaking (carrier) or the Repair Company.

10. If the procedure for paying the fee for the minimum access package is violated, when the Manager warns the Applicant and sets an additional deadline of at least 5 working days for them to pay the part of the train traffic fee that makes up the minimum access package, the part of the fee is not paid within this deadline due to Sanctions restrictions related to regulation, the Applicant must inform the Manager thereof. The Manager may request additional information from the Applicant in order to assess whether there is a basis for applying for verification of compliance with national security interests in accordance with the procedure established by legal acts.

11. The railway undertaking (carrier) to which the capacity is allocated, or the railway undertaking (carrier) operating in the interests of the applicant, which does not comply with the conditions set out in Parts 1 and (or) 2 of Article 28 of the RTC, must, no later than within 3 (three) working days from the circumstances that led to this non-compliance to inform the Manager about this in writing. The Manager, no later than within 3 (three) working days after receiving the information, in accordance with Article 29[6], Part 5, Clause 1, makes a decision to cancel the allocated capacity and has the right to unilaterally terminate the Agreement for the Use of Infrastructure concluded with the railway undertaking (carrier) in accordance with the procedure and terms established therein.

12. When the Manager carries out control of use after the allocation of Capacity and determines on his own initiative that the railway undertaking (carrier) does not comply with the conditions of use of the Infrastructure set out in Parts 1 and (or) 2 of Article 28 of the RTC, it applies to the railway undertaking (carrier) with an instruction to provide the following within 3 (three) working days:

12.1. When the Manager carries out control of use after the allocation of Capacity and determines on his own initiative that the railway undertaking (carrier) does not comply with the conditions

of use of the Infrastructure set out in Parts 1 and (or) 2 of Article 28 of the RTC, it applies to the railway undertaking (carrier) with an instruction within 3 (three) working days provide

12.2. Documents supporting written explanations. If the railway undertaking (carrier) bases its written explanations by providing references to the documents that were submitted when submitting the Application for Capacity Allocation, Late Annual Working Timetable Path Request for Allocation of Capacity or Ad-Hoc Path Request, it is not necessary to re-submit these documents.

13. The Manager, after receiving the written explanations of the railway undertaking (carrier) and supporting documents in accordance with the procedure and terms set out in paragraph 6 of section 3.5 of the Network Statement, assesses, no later than within 3 (three) working days, whether the submitted written explanations and documents confirm or deny non-compliance with the conditions for using the Infrastructure established by the Manager.

14. The Manager, having determined that the written explanations and supporting documents submitted by the railway undertaking (carrier) confirm non-compliance with the conditions for using the Infrastructure, or if the railway undertaking (carrier) fails to submit written explanations and documents to the Manager within the set deadline, in accordance with Article 29[6], Part 5, Clause 1 of the RTC, makes a decision to cancel Capacities and has the right to unilaterally terminate the Agreement for the Use of Infrastructure concluded with the railway undertaking (carrier) in accordance with the procedure and terms established therein.

15. The Control of Use set forth in section 3.5 of the Network Statement regarding compliance with the conditions of use of the Infrastructure set forth in Article 28, Part 2 of the RTC is not carried out, and the Control of Use procedure set forth in this section does not apply to applicants who are railway undertakings (carriers) that meet the requirements set forth in Article 28, Part 2 of the RTC, with the exception of Sanctions implementation control check.

## 4. ALLOCATION OF CAPACITIES

### 4.1. Introduction

This section describes the procedures and conditions for the submission, examination and coordination of Applications for Capacity Allocation (including Late Applications and Ad-Hoc Path Requests), the procedure for identifying the number of train lines necessary to travel to and from the site of construction, repair and/or maintenance works on public railway infrastructure (the Work), and/or the time interval for the performance of these Works (**reservation of train lines**), the procedure for granting train lines to Repair Companies and for drawing up and modifying the working timetable, and the procedure for taking decisions on allocating or refusing to allocate Capacities, as well as for modifying and cancelling the allocated Capacities.

### 4.2. General Description of the Capacity Allocation Process

1. Capacities are allocated by the Manager, in accordance with the principles of non-discrimination, efficiency, economy, equality, competitiveness, legal certainty and transparency, following the requirements of Articles 29, $29^1$, $29^3$–$29^6$ of the RTC.
2. Capacities are allocated according to the Applicant's Applications for capacity allocation (including Late Annual Working Timetable Path Requests and/or Ad-Hoc Path Requests), which are submitted to the Manager in the manner described in section 4.5 of the Network Statement.
3. The Applicant's Applications for capacity allocation (including Late Annual Working Timetable Path Requests and/or Ad-Hoc Path Requests) are submitted through the electronic portal of the Manager's services "InfraGo" (address – https://infrago.ltginfra.lt/), under the conditions specified in section 4.2.1 of the Network Statement.
4. The applicant can request as much Capacity as it wishes and the Repair Company as many train lines as it wishes.
5. The capacity is allocated for a maximum period of validity of one working timetable.

**Deadlines for the 2026-2027 working timetable**

6. The deadlines for capacity allocation and related procedures for the 2026-2027 working timetable are shown in Table 1 below.

Table 1. **Deadlines for capacity allocation and related procedures**

| Serial No. | Name of the procedure | Deadline | Term description | Executor |
|---|---|---|---|---|
| 1. | Submission of applications for reserving train lines and/or time intervals in the preparation of the initial draft of the working timetable for the announced infrastructure construction, repair and/or maintenance works | By 12-01-2026 | No later than 11 (eleven) months before the working timetable comes into force | The Manager's structural division and/or legal entity that has entered into a contract with the Manager regarding the performance of Infrastructure works |
| 2. | Submission of applications for capacity allocation | By 13-04-2026 | No later than 8 (eight) months before the working timetable comes into force | Applicants |
| 3. | Submission of late applications for capacity allocation | From 14-04-2026 to 14-09-2026 | Less than 8 (eight) months, but no later than 3 (three) months before the start of the | Applicants |

| Serial No. | Name of the procedure | Deadline | Term description | Executor |
|---|---|---|---|---|
| | | | working train timetable validity period. | |
| 4. | Cancellation of capacity applications or part of the capacity requested in this application | By 12-05-2026 | No later than 7 (seven) months before the working timetable comes into force | Applicants |
| 5. | Preparation of the initial draft of the working timetable and presentation of its extracts to interested persons | By 13-07-2026 | No later than 5 (five) months before the working timetable comes into force | Manager |
| 6. | Submitting comments and suggestions on the preliminary draft of the working timetable | By 12-08-2026 | Within 1 (one) month from the date of receiving the extracts | Applicants, interested persons |
| 7. | Implementation of the procedure for coordination of applications for allocation of the same capacities | By 08-09-2026 | No later than 70 (seventy) working days before the working timetable comes into force | Manager, interested persons |
| 8. | Submitting a request to examine disputes that arise from the coordination of the applications for the same capacity | By 10-09-2026 | No later than 2 (two) working days after the end of the stage of assessment (coordination) of submitted comments and proposals with interested persons | Applicants |
| 9. | Cancellation of a Late Annual Working Timetable Path Request or part thereof | By 14-09-2026 | No later than 3 (three) months before the working timetable comes into force | Applicants |
| 10. | Submission of the final draft of the working timetable to the applicants | By 06-10-2026 | No later than 5 (five) months before the working timetable comes into force | Manager |
| 11. | Informing whether the Applicants agree with the Capacities provided in the draft working timetable | By 09-10-2026 | No later than within 3 (three) working days, from the date of receipt of the final draft working timetable | Applicants |
| 12. | Decision-making on Capacity Allocation | By 12-10-2026 | No later than 2 (two) months before the working timetable comes into force | Manager |
| 13. | Submission of working timetable extracts to Applicants | By 09-11-2025 | No later than 35 (thirty-five) calendar days before the working timetable comes into force | Manager |

| Serial No. | Name of the procedure | Deadline | Term description | Executor |
|---|---|---|---|---|
| 14. | Entry into force of the working timetable | By the midnight of 12-12-2026 | The working timetable changes at midnight on the second Saturday in December | Manager |
| 15. | Submission of an Application to Change Allocated Capacities | 26-02-2027 | No later than 30 (thirty) calendar days before the day of the working timetable change | Applicants |
| 16. | Decision-making regarding Applicants' requests to change the allocated Capacities | By 15-03-2027 | No later than 10 (ten) calendar days before the specified day of changing the valid working timetable | Manager |
| 17. | Change of the valid working timetable | 28-03-2027 | | Manager |
| 18. | Entry into force of the changed working timetable | 29-03-2027 | The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable | |
| 19. | Submission of an Application to Change Allocated Capacities | By 01-10-2027 | No later than 60 (sixty) calendar days before the day of the working timetable change | Applicants |
| 20. | No later than 60 (sixty) calendar days before the day of the working timetable change | By 18-10-2027 | No later than 30 (thirty) calendar days before the specified day of changing the valid working timetable | Manager |
| 21. | Change of the valid working timetable | 31-10-2027 | | Manager |
| 22. | Entry into force of the changed working timetable | From 01-11-2027 | The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable | Manager |

7. The Manager, having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable section of the Manager's website (Main / Infrastructure / Minimum Access Package (MAP) / Public railway infrastructure capacity).

8. Information on preliminary international train lines (pre-arranged paths) for the provision of cargo transportation services on international routes in Regulation (EU) No. 913/2010 along the freight transport corridor, determined in accordance with RTC Article 29[7], Part 6, is published in the RNE Path Coordination System (PCS), access to which is free for applicants operating in the Republic

of Lithuania and can be provided upon submission of a request by e-mail (e-mail support.pcs@rne.eu). More information at http://pcs.rne.eu.

9. Information on procedures for allocation of capacity to international trains traveling along the freight corridor specified in Regulation (EU) No. 913/2010 is published in the relevant Corridor information document.

10. The Manager shall ensure that access to sensitive information relating to decisions to allocate or refuse to allocate Capacities is granted in the manner required by Article 24[2](5) of the RTC and shall, in accordance with Article 29[1](10) of the RTC, protect commercial and professional secrets of Applicants and railway undertakings (carriers) acting in the interests of an Applicant, found out during the examination of Applications for Capacity Allocation (including Late Applications and Ad-Hoc Path Requests), and shall use the information contained in such applications only for the purposes for which they were submitted. The information referred to in this clause of the Network Statement shall be communicated to the RRT in accordance with the principles of protection of business and professional secrets of economic operators as set out in Article 7[1](8) of the RTC and shall not be transferred to any other third parties, except where the obligation to transfer such information is provided for by law.

11. An applicant intending to provide a new service for the carriage of passengers and luggage by rail on international routes must notify the Administrator and RRT thereof, in accordance with Commission Implementing Regulation (EU) 2018/1795 of 20 November 2018, which establishes the procedure and criteria for assessing economic equilibrium in accordance with Article 11 of Directive 2012/34/EU of the European Parliament and of the Council, and Resolution No. TN-254 of the Communications Regulatory Council of the Republic of Lithuania of 9 June 2026 'On the Approval of the Methodology for Assessing the Impact of a New Rail Passenger Transport Service on the Economic Equilibrium of a Public Rail Passenger Transport Service Contract' the methodology for assessing the impact of a new rail passenger transport service on the economic equilibrium of a public rail passenger transport service contract was approved in accordance with the established procedure.

#### 4.2.1. "InfraGo"

1. InfraGo (address: https://infrago.ltginfra.lt/) is an electronic service portal developed by the Manager for the submission of Applications for Allocation of Capacity, Ad-Hoc Path Requests, Delayed Requests, Train Sheet, requests for granting breaks in railway traffic, subscription to the services provided by RSFs, and for obtaining information on the Manager's decisions to allocate or refuse to allocate Capacity. The changes related to the changes in InfraGo functionality for the duration of the annual working timetable of the year 2025-2026 are detailed in Sub-Clauses 4-8 of Clause 6.4 of the Network Statement.

2. In order to become an InfraGo user, the Applicant must register with InfraGo by filling in the registration form (address: https://infrago.ltginfra.lt/lt-LT/contact-us/#forma) online or from the Applicant's software through an interface providing information in the TSI (Technical Specification for Interoperability) data exchange standard.

3. Once the Applicant registers with InfraGo, a user account is created and InfraGo login details are sent to the e-mail address provided in the registration form.

4. The Applicant, by becoming an InfraGo user, shall ensure that the access data of the user account created by InfraGo shall be used only by the persons authorised by the Applicant, shall be responsible for adding and removing the authorised personnel from the Applicant's InfraGo account, and for the correctness of the data provided in the user account.

5. Applicants can submit train sheet data and the data necessary for the allocation of Capacity (train composition, number of wagons, freight carried, train weight, train length, traction rolling stock and location of wagons on the tracks of railway stations) to InfraGo in two ways: (1) manual data entry or (2) automated data submission to InfraGo by integrating the existing information systems using the REST API communication standard. In the case of automated data submission, the scope and

format of the train sheet data shall be based on the requirements of Commission Regulation (EU) 454/2011 and Commission Implementing Regulation (EU) 2021/541. The Applicant wishing to submit data by automated means shall inform the Manager thereof by e-mail pardavimai@ltginfra.lt.

6. Upon receipt of the Applicant's request for automated data provision, the Manager shall assess the feasibility of integrating the Applicant's existing systems with the Manager's information systems. Until the desired integration of the Manager's information systems has been agreed and implemented for the Applicant's information systems, the Applicant shall submit data by manual data entry into the InfraGo electronic system.
7. The Manager shall inform the Applicants and Maintenance Companies of the planned InfraGo update works, which may disrupt the possibility to submit and/or assess Applications for Allocation of Capacity, Ad-Hoc Path Requests, Late Annual Working Timetable Path Requests, requests for train path reservation, or to submit the Train Sheet, at least 10 working days prior to the commencement of the scheduled works, using the contacts specified in the Agreement on the Use of Infrastructure.
8. The Manager shall inform the Applicants and Maintenance Companies of any unplanned InfraGo disruptions, which have disrupted the possibility to submit and/or assess Applications for Allocation of Capacity, Ad-Hoc Path Requests, Late Annual Working Timetable Path Requests, requests for train path reservation, or to submit the Train Sheet, immediately, but no later than the next working day from the start of the InfraGo disruptions, using the contacts specified in the Agreement on the Use of Infrastructure.

## 4.3. Temporal Restrictions, Procedure for Reserving Train Lines

### 4.3.1. General Information

1. The procedure for the publication of planned temporary Capacity restrictions, consultation on these restrictions and their coordination is established in Commission Delegated Decision (EU) 2017/2075 and in the Description of the Procedure for Publication, Coordination and Consultation on Planned Temporary Public Railway Infrastructure Capacity Restrictions, approved by Order No. ĮS(LGI)-366 of 23 July 2020 of the general director of AB “Lietuvos geležinkelių infrastruktūra” “On the Approval of the Description of the Procedure for Publication, Consultation and Coordination of Information on Planned Temporary Public Railway Infrastructure Capacity Restrictions”.
2. The threshold values and criteria for grouping Capacity restrictions, together with the preliminary allocation of remaining capacity for the provision of different types of railway transport services and the procedure for consultations on Capacity restrictions, are published in the Description of the Procedure for Publication, Coordination and Consultation on Planned Temporary Public Railway Infrastructure Capacity Restrictions.

### 4.3.2. Terms and Information for Applicants

1. The Manager publishes information about the planned Capacity restrictions and the map of restrictions section of the website (“Capacity of Public Railway Infrastructure” / “Information Related to the Use of Capacity”).

### 4.3.3. Reservation of Train Lines Necessary to Go to and from the Place of Performance of the Works

1. The train lines (capacity) reserved in the working timetable are provided for the journeys of the repair companies to and from the place of performance of the Works.
2. Repair companies have the right to initiate the reservation of train lines necessary to go to and from the place of performance of the Works.
3. The repair company wishing to reserve the train lines necessary to go to and from the place of execution of the Works, no later than 11 (eleven) months before the working timetable comes into force, through the electronic portal of the Manager's services "InfraGo" (address – https://infrago.ltginfra.lt/) submits applications to reserve train lines.
4. A repair company wishing to reserve train lines necessary to travel to and from the site where the Works are to be carried out shall submit, at least 11 (eleven) months prior to the entry into force of the working timetable, an application for the reservation of train lines, together with the documents referred to in Sub-Clause 5 of Clause 4.5.1.1 of the Network Statement, via the Manager's electronic service portal InfraGo (address: https://infrago.ltginfra.lt/), by e-mail (paraiskos.pajegumai@ltginfra.lt).
5. The deadlines for submitting applications to reserve train lines and reserving train lines (Capacity) are specified in Section 4.2 of the Network Statement.
6. The Manager, evaluating the application to reserve train lines (Capacity), and having determined that this application does not contain all the necessary data, no later than within 3 (three) working days from the receipt of the application to reserve train lines (capacity) informs the Repair Company about the identified deficiencies and sets a deadline of no less than 3 (three) working days to eliminate deficiencies.
7. If the Repair Company does not eliminate the deficiencies within the deadline set by the Manager, the Manager makes a decision to refuse to consider the application for reserving train lines (Capacity) and informs the Repair Company about this no later than the next working day.
8. The Manager, having established that the application for reserving train lines (capacity) contains all the necessary data, no later than within 3 (three) working days from the receipt of the application for reserving train lines, makes a decision to accept the application and informs the Repair Company thereof.
9. A repair company which has not applied for the reservation of train lines (Capacities) shall be entitled to use the train lines necessary to reach the site of the Works by submitting an application *mutatis mutandis* in accordance with the procedure and conditions set out in Clause 4.5.3 of the Network Statement for the reservation of train lines.

### 4.3.4. Procedure for Reservation of the Time Intervals Required to Perform the Works (Traffic Breaks)

1. The right to initiate the reservation of time intervals (hereinafter – Traffic Break) required for the performance of the Works is the Manager's structural division and/or the legal entity that has entered into a contract with the Manager regarding the performance of the Works (hereinafter – **the person wishing to perform the Works**).
2. A person wishing to perform the Works during the period of the working timetable shall submit an Application for Reservation of a Traffic Break according to the form provided in Annex 9 of the Network Statement no later than 11 (eleven) months before the working timetable comes into force. The application for the Traffic Break must include:
   - 2.1. railway line where the Works will be performed;
   - 2.2. railway track number (if there is one railway track at the station where the Works will be performed, "single track" is indicated, if there are more – the numbers of the railway tracks in Roman numerals I, II, III, etc.; if the Works are planned to be carried out at the railway station

– the numbers of the main railway tracks numbers are indicated by Roman numerals I, II, III, etc., by Arabic numerals 1, 2, 3, etc.);

2.3. the intermediate station where the Works will be carried out, the names of the limiting railway stations (if the Works will be carried out at a railway station, the place of performance of the works is indicated at the same railway station; from the picket number of the kilometre number to the picket number of the kilometre number or Infrastructure object (turnout, bridge, etc.) with exact coordinates);

2.4. desired date and time of performance of the Works;

2.5. desired duration of performance of the Works;

2.6. preferred time of the day for the Works;

2.7. number of traffic breaks;

2.8. days of the week on which the Works will be performed;

2.9. the information that justifies the need to announce railway traffic breaks for the performance of the Works is provided in accordance with the procedure and deadlines set out in Annex VII of Commission Delegated Decision (EU) 2017/2075;

2.10. description of the reason for the temporary limitation of Capacities;

2.11. desired type of Capacity limitation (e.g., suspension of railway transport traffic (freight trains, passenger, electric trains, all trains); speed limitation (specified speed limit in km/h); length; gauge limitation; weight; traction type limitation; axle load limitation or something.

3. A person who wishes to perform the Works during the working timetable period can order a Traffic Break in accordance with the procedure established in the In the Railway Transport Traffic Interruption Provision and Execution Rules.

#### 4.3.5. Procedure for Assessing and Assigning Train Lines Required to Go to the Place of Performance of the Works and Traffic Breaks

1. At least 10 (ten) months before the working timetable comes into force, the Manager assesses whether the train lines needed to go to the place of performance of the Works and traffic breaks can be reserved based on the received applications to reserve train lines and applications for traffic breaks and indicates the results of this assessment in the Draft Assessment of the Reservation of the Train Lines Necessary to Go to the Place of Performance of the Works, which is sent by electronic means of communication or in writing to the Repair Companies, and in the Draft Decision on Traffic Breaks, which is sent by electronic means of communication or in writing to the persons who wish to perform the Works.

2. Repair Companies and persons wishing to perform the Works, having received the Draft Assessment of the Reservation of the Train Lines Necessary to Go to the Place of Performance of the Works or the Draft Decision on Traffic Breaks, have the right not later than within 10 (ten) working days from the date of receipt of the draft by electronic means of communication or in writing to submit their comments and suggestions to the Manager.

3. The Manager shall make a decision to accept or reject comments and proposals within 10 (ten) working days after receiving and evaluating the comments and proposals. If the comments are accepted, the Manager shall revise the draft assessment of the reservation of the Train Lines necessary to travel to the place of performance of the Works and the draft decision on Traffic Breaks.

4. The Manager, not later than 9 (nine) months before the working timetable comes into force, in accordance with the revised Draft Assessment of the Reservation of the Train Lines Necessary to Go to the Place of Performance of the Works and the Draft Decision on Traffic Breaks, includes in the initial official draft of the train schedule the capacities required to go to the place of performance of the Works place or to perform the Works.

### 4.4. Effect of General Agreements

General agreements for the period of validity of the 2026-2027 working timetable are not concluded between the Manager and the applicant. More information can be found in section 3.3.1 of the Network Statement.

### 4.5. Capacity Allocation Process

The capacity allocation process includes: submission of capacity applications by applicants, assessment of capacity applications, initial working timetable preparation, final working timetable preparation, Late Annual Working Timetable Path Requests and Ad-Hoc Path Requests, capacity allocation and related procedures. The terms of capacity allocation and related procedures are presented in Table 1 of Section 4.2 of the Network Statement.

| Name of the procedure | Short description | Section of the Network Statement |
|---|---|---|
| Submission of applications for capacity allocation | The application for allocation of capacity is submitted according to the established procedure, together with the mandatory documents. | 4.5.1.1. |
| Assessment of applications for capacity allocation | Assessment of the application, identification of deficiencies and their elimination, if deficiencies are identified, are carried out. | 4.5.1.2. |
| Preparation of the initial draft of working timetable (TTT) | The initial draft of the TTT is prepared and presented to the Applicants; Applicants (and interested persons) submit comments to the Administrator for the revision of the initial draft of the TTT | 4.5.1.3. |
| Preparation of the final draft of the TTT | The final draft of the TTT, after assessing the submitted comments, is prepared and presented to the Applicants. | 4.5.1.4. |
| Making a decision to allocate capacity or not | The decision to allocate capacities or refuse to allocate them is made and the Applicants are informed thereof. | 4.5.1.5. |
| Submission of final TTT to Applicants for whom Capacities are allocated | The extracts of the TTT are provided to the Applicants. | 4.5.1.6. |

#### 4.5.1. Applications for Capacity Allocation

##### 4.5.1.1. Submission of Applications for Allocation of Capacity

1. Applications for capacity allocation must be submitted to the Manager at least 8 (eight) months before the working timetable comes into force. The deadlines for submitting applications for capacity allocation and Capacity allocation are specified in section 4.2 of the Network Statement.
2. An Applicant submitting an Application for Capacity Allocation must comply with the Conditions for Access to Infrastructure described in paragraphs a to c of Sub-Clause 2 of Clause 3.2.2 of the Network Statement, and intend to enter into an Agreement for the Use of Infrastructure with the Manager (for more information on the Agreement for the Use of Infrastructure see Clause 3.3.2 of the Network Statement).
3. **An applicant which is not a railway undertaking/carrier** must identify the railway undertaking/carrier which will act in its interest together with its applications, or **at least 3 months** before the date of entry into force of the working timetable for the period of validity of which the Capacities requested by these applications are to be used.

4. Applications for the allocation of capacities shall be submitted via InfraGo and, if there is a need, in exceptional cases as provided for in clause 2.3.8 of the Network Statement, to submit an Application for Capacity Allocation with longer trains to be formed, the documents referred to in paragraphs 3.1 and/or 3.2 of Sub-Clause 3 of Clause 2.3.8 of the Network Statement shall be submitted to the Manager by e-mail (at paraiskos.pajegumai@ltginfra.lt).

5. When submitting an Application for Capacity Allocation, the applicant shall email (at paraiskos.pajegumai@ltginfra.lt ) along with the application the following documents:

   (a) a copy of the valid licence of the railway undertaking/carrier (the requirement to hold a licence of the railway undertaking/carrier does not apply to Repair Companies);

   (b) a copy of the safety certificate, Parts A and B, or the general safety certificate;

   (c) a copy of the valid compulsory third-party liability insurance policy.

   5.1. If the Applicant has submitted copies of the documents referred to in paragraphs a to c of Sub-Clause 5 of Clause 4.5.1.1 of the Network Statement to the Manager during the periods of expiry of the working timetable or in the course of other procedures provided for in the Network Statement, and these documents are valid and unchanged, the Applicant shall not resubmit the copies of these documents to the Manager, but shall inform the Manager thereof by e-mail (at paraiskos.pajegumai@ltginfra.lt).

   5.2. If the Manager has doubts as to the reliability of the documents or copies of documents submitted by the Applicant, the Manager has the right to request certified copies of the documents submitted. The applicant must provide certified copies no later than within 10 days after the request from the Manager.

6. The applicant's request for a graphical extract of the initial draft working train timetable shall be submitted to the Manager by e-mail (at paraiškos.pajegumai@ltginfra.lt).

7. If, for technical reasons, the Application for Capacity Allocation cannot be submitted via InfraGo, the Applications for Capacity Allocation shall be submitted by e-mail (at paraiskos.pajegumai@ltginfra.lt), upon completing the Application for Capacity Allocation, Late Application and Ad-Hoc Path Request form and/or using the train lines form set out in Annex 10 to the Network Statement, using spreadsheet software (e.g. Microsoft Excel, OpenOffice 2.3 Calc, etc.). The completed capacity allocation application form in Microsoft Excel format can only be submitted to the Manager with an XLS extension. If, for objective reasons, the Application for Capacity Allocation of cannot be submitted by e-mail, it shall be submitted on an electronic medium to Geležinkelio g. 2, LT-02100 Vilnius.

8. The applicant shall have the right to request evidence of its submission of the Application for Capacity Allocation to the Manager. The Applicant can find out information confirming the fact of submission of the application on InfraGo (link https://infrago.ltginfra.lt/lt-LT/railway-undertakings/capacity-requests/) / Capacity requests / created). If for objective reasons the Application for Capacity Allocation could not be submitted to the Manager via InfraGo and it was submitted to the Manager by e-mail, upon the Applicant's request for confirmation of the fact of submission of its Application for Capacity Allocation, the Manager shall provide the Applicant with a confirmation no later than within 1 working day, indicating the date and time of the registration of the application from the Applicant.

#### 4.5.1.2. Assessment of Applications for Allocation of Capacity

1. The Manager shall, upon arrival of the deadline for the submission of Applications for Capacity Allocation as set out in Clause 4.5.1.1(1) of the Network Statement, and upon receipt of the Applications for Capacity Allocation from the Applicants and the documents referred to in Clauses 4.5.1.1(5)(a) to (c) of the Network Statement, carry out an assessment of the Applications for Capacity Allocation and the documents submitted.

2. The Manager shall, upon finding that the Application for Capacity Allocation contains technical errors and/or contain not all the required data and/or not all the required documents, notify the Applicant in writing or by electronic means of the deficiencies found within 5 (five) working days

from the deadline for the submission of the Applications for Capacity Allocation and shall set a deadline of at least ten (10) working days to remedy the deficiencies.

3. If the Applicant fails to remedy the deficiencies within the time limit set by the Manager, the Manager shall take a decision to refuse to examine the Application for Capacity Allocation and shall inform the Applicant thereof in writing or by electronic means no later than within 2 (two) working days from the date of the decision. The Application for Capacity Allocation and the documents submitted with it, if not submitted by electronic means, shall be returned to the Applicant within five (5) working days of the Manager's decision to refuse to assess the Application for Capacity Allocation.

#### 4.5.1.3. Preparation of the initial draft of the working timetable

1. After the assessment of the Applications for Capacity Allocation, the Manager shall start the preparation of the initial draft of the working train timetable.
2. If the Applicants have submitted applications for capacity allocation in the railway network of more than one country, the Manager, before starting to prepare the initial draft of the working timetable, applies to the railway infrastructure managers of those countries, the companies performing the functions of the railway infrastructure Manager or the capacity allocation institutions, so that they confirm the possibility for trains to enter the infrastructure managed by them and coordinate state border crossing times, except for those cases when the possibility of crossing the state border is coordinated with the railway infrastructure managers or capacity allocating institutions of other European Union member states, in accordance with the procedure established by Regulation (EU) No. 913/2010, after establishing preliminary international train lines (pre-arranged paths) for the provision of freight transport services on international routes.
3. Before starting to prepare the initial draft of the working timetable, the Manager evaluates the train lines necessary to go to and from the place of performance of the Works and/or the time intervals for the performance of the Works, which are reserved in accordance with the procedure established in section 4.3 of the Network Statement.
4. The Manager provides the train lines in the specified order in the initial draft of the working timetable:
   - 4.1. preliminary international train line (pre-arranged path) for providing cargo transportation services on international routes (clause 6 of section 4.10 of the Network Statement);
   - 4.2. train lines necessary to go to and from the place of performance of Infrastructure construction, repair and/or maintenance works, and/or the time interval for performing these works;
   - 4.3. train line to provide passenger and baggage transportation services for international routes and passenger and baggage transportation services in transit;
   - 4.4. train line to provide passenger and baggage transportation services on local routes;
   - 4.5. train line for providing cargo transportation services on international routes and cargo transportation services in transit;
   - 4.6. train line to provide cargo transportation services on local routes;
   - 4.7. reserve train lines to satisfy the Ad-Hoc Path Requests.
5. The Manager, when preparing the initial working timetable, assesses the following in the submitted applications of the Applicants:
   - 5.1. whether the requested capacities are free: whether they are not reserved according to the sequence specified in paragraph 4 of this section of the Network Statement and whether capacity allocation is possible at the train departure times specified in the application. If it is determined that such a possibility is not available, other possible train departure times are offered to the Applicant by providing extracts of the draft working timetable for comments and suggestions;
   - 5.2. whether the power of the traction vehicle specified in the capacity allocation application is sufficient. In this case, the Manager assesses whether the power of the traction vehicle

specified in the capacity allocation application is sufficient to run the requested capacity for the train of the mass specified in this application;

5.3. whether the other conditions of railway transport specified in the application for capacity allocation (e.g. dangerousness, oversized loads, lack of automatic locomotive signalling, etc.) are compatible with the Infrastructure parameters.

6. The Manager assesses the impact on the applicants of the fact that train lines and/or time intervals for infrastructure maintenance work will be included in the working timetable. If it is determined that the applicants will not be able to carry out activities related to the use of the Capacity after the train lines and/or time intervals have been provided in the working timetable for Infrastructure maintenance work, the Manager must offer other capacities for such Applicants, if any.

7. When preparing the initial draft of the working timetable, the Manager assesses the need for reserve train lines to meet Ad-Hoc Path Requests and, if such a need exists, publishes information about the number of these lines on its website together with published information about the remaining available capacity. It is considered that there is a need for reserve train lines to meet Ad-Hoc Path Requests, if during the assessment of the need for such lines, it is determined that such reservation of train lines will ensure efficient use of the Infrastructure and allow all received requests, including requests to allocate the same capacity, to be met.

8. When preparing the initial draft of the working timetable, the Manager consults with the Applicants in writing or via electronic means of communication and offers them other infrastructure capacities, train departure times, routes, train weight, length, type and/or number of traction vehicles than those specified in the application in order to allocate capacity according to all applications received.

9. The Manager, upon preparing the initial draft of the working time timetable, shall, **at least 5 months** before the date of entry into force of the working timetable, make available to the Applicants, by means of electronic communications in accordance with the requirements laid down in Article 29[2](6) of the RTC, extracts of the draft working timetable in textual or graphic form, if the Applicant has submitted a request to the Manager in accordance with the procedure laid down in Sub-Clause 6 of Clause 4.5.1.1 of the Network Statement that it wishes to receive an extract of the initial draft working timetable in graphic form, indicating in these extracts only the capacity provisionally planned to be allocated to the Applicant for a specific route, and shall inform the Applicant in case that the Capacity indicated in the Application for Capacity Allocation submitted by the Applicant is not included in the initial draft working timetable.

10. If it is determined that the power of the traction mean in the application submitted by the Applicant is not sufficient, the Manager, by submitting to the Applicant the extracts of the draft working timetable for comments and suggestions, informs the Applicant about this and indicates that the provided extract of the draft working timetable provides for train lines with the maximum mass, for which the power of the traction vehicle specified in the capacity allocation application is sufficient. If the applicant does not agree with the reduction of the mass of the train, the Manager shall record in the assessment conclusion that the power of the traction vehicle indicated in the application for allocation of capacity is insufficient.

11. Applicants who have received the draft of the initial working timetable can submit their comments and/or suggestions regarding the extracts of the submitted draft of the initial working timetable within one month from the date of receipt of these extracts or information.

12. Extracts of the initial working timetable draft are provided to other interested parties only if these interested parties have informed the Manager that they wish to express their opinion on the impact the working timetable may have on their ability to purchase passenger, baggage and/or cargo transport services by railway transport on international and/or domestic routes during the validity period of this working timetable, have also proven that this desire is compatible with their activities, and have indicated to the Manager which exact routes they are interested in.

13. Interested persons who have received the initial extracts of the draft working timetable may submit their comments and/or suggestions regarding the provided extracts or information of the initial draft working timetable within one month from the date of receipt of these extracts or information. After submitting comments and/or suggestions to interested persons who are not Applicants, the Manager evaluates these comments and/or suggestions in accordance with the procedure

specified in the Network Statement after consulting with the Applicants for which the following comments and/or offers.

14. The Manager does not assess the comments and/or suggestions of interested parties regarding the initial draft of the working timetable, which propose to change the length and/or weight of the train, the type and/or number of traction vehicles, routes, train departure and arrival times, if the relevant comments and suggestions are related to the change of data provided in the Application.

15. The Manager, having determined that there are disagreements between the interested parties regarding the allocation of the same Capacities in one part of the Infrastructure, begins the Coordination of Capacities as provided for in section 4.5.4 of the Network Statement.

**Provision of train lines for passenger trains in the draft working timetable**

16. The Manager provides train lines for passenger trains by assessing whether there is a platform at the railway station and/or stop where the Applicant requests a passenger train stop for boarding and disembarking passengers and whether the length of the passenger train indicated in the application for capacity allocation corresponds to the lengths of the platforms on the route, specified in Annex 5 of the Network Statement, at those railway stations and/or stops where a stop of a passenger train is provided for boarding and/or disembarking passengers.

17. If it is determined that the length of the passenger train specified in the capacity allocation application is less than or equal to the length of the platforms, it is considered that the passenger train complies with this assessed Infrastructure characteristic.

18. If the length of the passenger train is greater than the length of the platforms and/or the Applicant has requested a stop for boarding and disembarking passengers at a railway station or a stop where there is no platform, the Manager, providing the Applicant with extracts of the draft working timetable for comments and suggestions, informs the applicant that the requested stop is not provided for in the draft, and if the length of the passenger train is greater than the length of the platforms, the Manager notes the Applicant's responsibility for the safe boarding and disembarking of passengers and performing the analysis and assessment of danger (risk analysis) in accordance with the procedures specified in Commission Implementing Regulation (EU) No. 402/2013.

**Designation of train lines for freight transportation by rail in the draft working timetable**

19. The Manager provides train lines for freight transportation by rail by assessing whether the length of the train set for freight transport indicated in the application for capacity allocation corresponds to the maximum permissible lengths of the railway tracks of the railway stations where the relevant train must stop according to the application for capacity allocation or its stopping or passing is necessary for other reasons, specified in Annex 2 of the Network Statement.

20. If the length of a train intended for freight transportation is less than or equal to the length of railway tracks of railway stations, such a train is considered to meet this assessed Infrastructure characteristic.

21. If the length of the train intended for the carriage of goods is greater than the length of the railway tracks of the railway stations, the Manager, submitting to the Applicant the extracts of the draft working timetable for comments and suggestions, informs the Applicant about the discrepancy and indicates that the provided extract of the draft working timetable provides for train lines not exceeding the train length corresponding to the maximum length of railway tracks of railway stations specified in the Network Statement for the period of validity of the working timetable.

22. In exceptional cases (when the Infrastructure Manager plans for a train to pass through a railway station without stopping at it), after the Manager evaluates the applications of all Applicants and determines that it is possible to provide the capacity for trains whose lengths are longer than the railway track lengths of the railway stations without stops at railway stations where the maximum length of the railway tracks is shorter than the length of the trains specified in the application, the Manager, by providing the Applicant with extracts of the initial draft working timetable for comments and suggestions, informs the Applicant of the risks that the Applicant must assess according to the procedures specified in Commission Implementing Regulation (EU) No. 402/2013.

23. In such a case, the Applicant must submit the risk analysis and assessment (risk analysis) to the Manager by the end of the deadline for submission of comments and suggestions regarding the

initial draft working timetable. The Manager evaluates the conclusions of the presented hazard analysis and assessment (risk analysis), making a decision to allocate capacities or refuse to allocate them.

24. If the applicant does not agree to the reduction of the length of the train specified in his application for capacity allocation and/or does not agree to submit a risk analysis or fails to submit a risk analysis before the end of the deadline for submitting comments and proposals on the initial draft working timetable, the Manager shall record in the assessment conclusion that the train length specified in the application for capacity allocation does not comply with the Infrastructure characteristics specified in Annex 2 of the Network Statement.

#### 4.5.1.4. Preparation of the final draft of the working timetable

1. The Manager, after assessing the comments and/or proposals of the Applicants and/or interested persons regarding the initial draft of the working timetable (with the exception of comments and/or proposals that provide new technical characteristics of trains, other routes and/or train departure times), during the coordination of applications to allocate the same capacities, after receiving the consent of the Applicants with the capacities planned to be allocated to them, offered at other train departure times and (or) alternative routes, prepares the final draft of the working timetable.
2. The final working timetable shall be drawn up at least 50 working days before the date of entry into force of the working timetable and shall be submitted to the Applicants.
3. The Applicants must inform the Manager in writing within 3 working days from the date of receipt of the final draft of the working timetable by sending their reply to the email address paraiskos.pajegumai@ltginfra.lt and answering whether they agree to the Capacity that will be allocated in this project.
4. If the Applicant informs the Manager, within the time limit specified in 4.5.1.4 clause part 3, that it does not agree to the Capacity that will be allocated to it in the final draft of the working timetable, the Applicant shall indicate, by informing the Manager of this disagreement, the capacity with which the Applicant disagrees. The Manager, upon receipt of the information submitted by the Applicant on the Capacity provided for in the final draft of the working timetable with which the Applicant does not agree, shall decide to refuse to allocate the Capacity in accordance with Article 29[6](2)(3) of the RTC.

#### 4.5.1.5. Making the decision to allocate capacity or to refuse to allocate it

1. The Manager shall make the decision on the allocation of capacity or on the refusal to allocate capacity when 2 (two) months remain until the date of entry into force of the working timetable.
2. The decision to refuse to allocate the capacity shall be made by the Manager in accordance with the grounds provided for in Article 29[6](2) of the RTC.
3. The Manager shall inform the Applicant of the decision made to allocate infrastructure capacity or to refuse to allocate infrastructure capacity through “InfraGo” or by electronic means of communication no later than the next working day from the date of the decision.
4. The decision to allocate or refuse to allocate Capacity shall set out the results of the assessment carried out by the Manager in accordance with the procedure laid down in Clause 4.5.1.3 of the Network Statement, which shall form an integral part of the decision to allocate or refuse to allocate Capacity under the Application for Capacity Allocation.
5. If the decision to allocate capacity or to refuse to allocate it is made in accordance with the capacity allocation procedure applicable to the congested part of the infrastructure, as set out in clause 4.6.2 of the Network Statements, the decision shall include priority criteria applicable to each capacity and, where priority criteria set out in clauses 5.3 and 5.4 of the Description of Capacity Allocation in Congested Infrastructure were applied as well, the decision shall also contain the payment for each capacity allocated for the minimum package for access to the Infrastructure.

#### 4.5.1.6. Submission of working timetable to Applicants for whom Capacities are allocated

1. The Manager who has made the decision to allocate capacity or to refuse to allocate it as provided for in clause 4.5.1.5 of the Network Statements shall, not later than 35 (thirty-five) calendar days before the date of entry of the working timetable into force, draw up a working timetable of trains and use written or electronic means of communication to provide Applicants with extracts of the working timetable in a text or graphic format, as set out in Article $29^2$(6) of the RTC, indicating in the extracts only the capacity allocated to particular Applicants.
2. In accordance with Article $29^2$(11) of the RTC, the Manager shall include in the drawn up working timetable those Capacities that were allocated according to delayed applications, as specified in Article $29^5$(2) of the RTC.
3. The Manager shall announce the remaining available Capacity on the Manager's website within 5 working days from the date of preparation of the working timetable in the section Capacity of the public railway infrastructure (under "Information relating to the use of capacity").

### 4.5.2. Late Annual Working Timetable Path Requests

1. Applications for capacity allocation submitted less than 8 (eight) months before, but no later than 3 (three) months before the effective date of the working timetable, during the validity period of which the requested Infrastructure capacities would be used, are considered Late Annual Working Timetable Path Requests. Applications submitted after the deadline specified in this section will not be considered.
2. The conditions set out in Sub-Clauses 2 and 5 of Clause 4.5.1.1 of the Network Statement shall apply *mutatis mutandis* to the submission of Late Applications.
3. By submitting Late Applications via InfraGo, the Applicant shall send an e-mail (to paraiskos.pajegumai@ltginfra.lt), which shall be accompanied by the documents referred to in paragraphs a to c of Sub-Clause 5 of Clause 4.5.1.1 of the Network Statement.
4. If the Applicant has submitted copies of the documents referred to in paragraphs a to c of Sub-Clause 5 of Clause 4.5.1.1 of the Network Statement to the Manager during the periods of expiry of the working timetable or in the course of other procedures provided for in the Network Statement, and these documents are valid and unchanged, the Applicant shall not resubmit the copies of these documents to the Manager, but shall inform the Manager thereof by e-mail (to: paraiskos.pajegumai@ltginfra.lt).
5. A Late Application for the transport of military freight by rail may also be submitted outside the deadline of three (3) months before the date of entry into force of the working timetable.
6. An Applicant which is not a railway undertaking/carrier shall identify the railway undertaking/carrier which will act in its interest together with the Late Application, or at least 3 months before the date of entry into force of the working timetable for the period of validity of which the Capacities requested by these applications are to be used.
7. The fact of submission and the status of the Late Application can be found out by the Applicant from InfraGo. If, for objective reasons, the Late Application could not be submitted to the Manager via InfraGo and the Late Application was submitted to the Manager by e-mail (to paraiskos.pajegumai@ltginfra.lt), upon request by the Applicant for confirmation of the submission of the Late Application by the Applicant, the Manager shall provide the Applicant with a confirmation no later than within 1 working day, indicating the date, time and minute of the registration of the Late Application submitted by the Applicant.
8. The Manager shall not examine Late Applications submitted outside the time limits laid down in Article $29^5$(2) of the RTC, except in the case of a Late Application for the transport of military freight by rail, and shall return them to the applicant, together with the documents, if any, submitted, on the next working day following the date of receipt.

**Assessment of Late Annual Working Timetable Path Requests**

9. The assessment of Late Applications shall start no later than within 10 working days after the date of the decisions to allocate or refuse to allocate Capacity.

10. If the Manager, when assessing a Late Application, finds that the Application contains technical errors and/or not all the required data and/or not all the required documents, it shall notify the Applicant in writing or by electronic means of the deficiencies found no later than within 1 (one) working day after the end of the assessment of the Application, and shall set a deadline of at least 1 (one) working day to remedy the deficiencies.

11. If the Applicant does not eliminate the deficiencies within the deadline set by the Manager, the Manager makes a decision to refuse to consider the Late Annual Working Timetable Path Request and not later than within 2 (two) working days from the decision making, the Manager informs the Applicant about this in writing or by electronic means of communication.

12. The Manager, upon receiving a Late Annual Working Timetable Path Request for capacity allocation, assesses:

    a) whether the requested capacity is available: whether the capacity specified in the Late Annual Working Timetable Path Request is not reserved for another Applicant For the Manager's needs or to go to the place of work or to complete the Work, or to satisfy Ad-Hoc Path Requests;

    If the capacity requested in the Late Annual Working Timetable Path Request is not available, the Applicant is offered other possible train departure times by e-mail and a deadline of no longer than 1 (one) working day is set for submitting a response. If the applicant informs about their disagreement with the offered departure time of the train within the set deadline or fails to respond within that deadline, it is noted in the conclusion of the Late Annual Working Timetable Path Request that the requested capacity is not available.

13. Other criteria specified in paragraphs 5, 10, 16-24 of section 4.5.1.3 of the Network Statement. If, during the assessment, the Manager determines that the capacity specified in the late application can be allocated, but for this it will be necessary to change the departure times of the trains of the applicants to whom the capacity has already been allocated according to the capacity allocation application no more than 10 minutes later or earlier for passenger trains or no more than 30 minutes later or earlier in relation to freight trains:

    a) The Manager, within the deadline for the assessment of the Late Annual Working Timetable Path Request, shall contact those Applicants by e-mail for their consent to change the departure times of the trains allocated to them according to the new train departure times proposed by the Manager and shall set a deadline of 2 (two) working days for the submission of this consent.

    If the Applicants agree to the proposed new train departure times within the deadline set by the Manager, the Manager makes a decision to allocate capacity based on the Late Annual Working Timetable Path Request no later than within 3 (three) working days from the end of this deadline.

    If the Applicants do not agree to change the departure times of their trains or if they do not inform the Manager about their agreement or disagreement with the proposed train departure times within the deadline set by the Manager, it is considered that the Applicant does not agree with the proposed change of train departure times.

14. If it is necessary to change the departure times of the trains of the Applicants submitting this application for the allocation of capacity specified in the Late Annual Working Timetable Path Request, which were specified when the Capacity was allocated to them for the allocation of capacity according to the application:

    a) The Manager, within the deadline for the assessment of the Late Annual Working Timetable Path Request, shall contact these Applicants regarding the change of the train departure times of their choice, indicated when allocating the Capacity to them according to the application, or the train departure times indicated in the Late Annual Working Timetable Path Request. The Manager sets a deadline of 2 (two) working days for submission of consent to change train times.

    If the Applicant, who submitted a Late Annual Working Timetable Path Request, does not inform about the choice of train departure times within the deadline set by the Manager, it is considered

that the Applicant chooses the train departure time specified when allocating capacity according to the application for capacity allocation.

15. In the event of Late Applications by Applicants requesting the allocation of Capacity on the rail network of more than one state, the Manager shall, when assessing these applications, seek confirmation of the possibility of crossing the border of the relevant state from the railway infrastructure managers, undertakings acting as railway infrastructure managers or capacity allocation bodies in those states, except where the availability of a crossing of the border of the state concerned has been agreed with the railway infrastructure managers or the capacity allocation bodies of other member states of the European Union, in accordance with the procedure laid down in Regulation (EU) No. 913/2010, following the establishment of provisional international train paths for the delivery of international freight services.

**Making a decision on Late Annual Working Timetable Path Requests**

16. In accordance with Article 29[5](10) of the RTC, decisions to allocate infrastructure capacity or to refuse to allocate capacity according to late requests shall be made by the deadline for the drawing up of the working timetable (i.e. at least 35 calendar days before the date of entry into force of the working timetable), as provided for in Article 292(11) of the RTC, Article 29[5](10) of the RTC.

17. If, during the assessment of the Late Annual Working Timetable Path Request, it is determined that another (other) Late Annual Working Timetable Path Request(s) is submitted, according to which the same capacities are requested to be allocated, and the existing capacities correspond to the characteristics specified in the submitted Late Annual Working Timetable Path Requests, the capacities are allocated to the Applicant who previously submitted the Late Annual Working Timetable Path Request, except in the case of a Late Annual Working Timetable Path Request requesting the allocation of capacity for the transport of military freight by rail transport. In such a case, the capacity is allocated to the applicant who submitted a Late Annual Working Timetable Path Request for the allocation of capacity for the transport of military freight by rail transport.

18. The Manager, having determined during the assessment that the capacities specified in the Late Annual Working Timetable Path Request can be allocated, shall make a decision to allocate capacities according to the Late Annual Working Timetable Path Request no later than within 3 (three) working days from the assessment.

19. The results of the application assessment are presented in the application assessment conclusion, which is considered an integral part of the decision to allocate capacity based on the Ad-Hoc Path Request or Late Annual Working Timetable Path Request or to refuse to allocate them.

20. If the capacities specified in the Late Annual Working Timetable Path Request cannot be allocated because there are no available requested capacities and it is not possible to change the train departure times of the Applicants who have already been allocated capacity according to the application, as indicated above, the Manager no later than within 3 (three) working days from the Late Annual Working Timetable Path Request makes a decision to refuse to allocate capacity based on a Late Annual Working Timetable Path Request after the assessment.

21. The decision to refuse to allocate capacity based on Late Annual Working Timetable Path Requests is taken by the Manager no later than within 3 (three) working days from the assessment of the Late Annual Working Timetable Path Request:

    a) on the grounds provided in Clauses 1–3 and 5–9 of Part 2 of Article 29[6] of the RTC; or

    b) if the Capacities requested by the Applicant, in accordance with Article 29[5], Part 11 of the RTC, were assigned to another Applicant; or

    c) when there are no remaining available Capacities and the Applicant to whom the Capacities are allocated does not agree with the proposed change of the Infrastructure Capacities allocated to the Applicant.

### 4.5.3. Ad-Hoc Path Requests

**General Conditions**

1. The Applicant may submit an Ad-Hoc Path Request to the Manager after the preparation of the working timetable, during which the requested Capacity would be used, and the announcement of the available Capacity, but at least 6 working days before the preferred date of use of the Capacity. An Ad-Hoc Path Request for the transport of military freight by rail may be submitted even after the deadline for submission of Ad-Hoc Path Requests set forth in this clause. Also, an Ad-Hoc Path Request may be submitted after the deadline for Ad-Hoc Path Request submission set in this clause and in other cases, if the procedure and conditions for submitting a request specified in Sub-Clause 2 of Clause 4.5.3 of the Network Statement are followed.

2. Ad-Hoc Path Requests can be submitted to the Manager at least 6 (six) working hours before the scheduled departure of the train during the Manager's working hours from 00:00 a.m. to 12:00 p.m. (including holidays) (InfraGo's so-called *Express Application*), if it meets all the conditions specified in points a-e:

   a) Capacity is requested for a single run;

   b) The length of the train specified in the Ad-Hoc Path Request is no longer than specified in Annex 2 of the Network Statement ;

   c) The maximum mass of the train specified in the Ad-Hoc Path Request is not greater than that specified in Annex 24 of the Network Statement; can be

   d) The length of the passenger train specified in the Ad-Hoc Path Request is no longer than the lengths of the platforms required for boarding and disembarking passengers according to the requested stops, specified in Annex 5 of the Network Statement ;

   e) Capacities must be requested without special driving conditions. The application must not indicate: an oversized load; traction rolling stock must be without speed restrictions and equipped with automatic locomotive signalling (ALS).

3. Where due to a railway transport disaster, traffic accident or incident, public railway infrastructure or rolling stock technical failures that have occurred due to their use in railway infrastructure or railway service facilities, the presence of physical persons prohibited from being in the dangerous railway zone, or the presence of objects on railway tracks disrupts the railway traffic, the Manager may refuse to allocate Capacity in accordance with the application specified in Sub-Clause 2 of Clause 4.5.3 of the Network Statement for the period necessary to restore the disrupted railway traffic, informing the Applicant thereof via InfraGo and/or by e-mail.

4. Ad-Hoc Path Requests submitted not within the time limits set out in Sub-Clauses 1 and 2 of Clause 4.5.3 of the Network Statement are not be considered and the Applicant is informed of the decision not to consider the Ad-Hoc Path Request no later than the next working day.

5. The conditions and procedures set out in Sub-Clauses 4 and 7 of Clause 4.5.1.1 of the Network Statement shall apply *mutatis mutandis* to the submission of Ad-Hoc Path Requests, with the exception of Ad-Hoc Path Requests which shall be submitted in accordance with the procedures and conditions set out in Sub-Clause 2 of Clause 4.5.3 of the Network Statement. Ad-Hoc Path Requests as referred to in Sub-Clause 2 of Clause 4.5.3 of the Network Statement may not be submitted to the Manager in the manner referred to in Sub-Clause 7 of Clause 4.5.1.1 of the Network Statement (by e-mail).

6. For Ad-Hoc Path Requests, the Applicant must send an e-mail (to paraiskos.pajegumai@ltginfra.lt), accompanied by the documents as specified in paragraphs a to c of Sub-Clause 5 of Clause 4.5.1.1 of the Network Statement.

7. If the Applicant has submitted copies of the documents referred to in paragraphs a to c of Sub-Clause 5 of Clause 4.5.1.1 of the Network Statement to the Manager during the periods of expiry of the working timetable or in the course of other procedures provided for in the Network Statement, and these documents are valid and unchanged, the Applicant shall not resubmit the copies of these documents to the Manager, but shall inform the Manager thereof by e-mail (to: paraiskos.pajegumai@ltginfra.lt).

8. Pursuant to Article 29[5](5) of the RTC, an Applicant to whom the allocation of Capacity has been cancelled on the grounds set out in Article 29[6](5)(1), (2) or (4) of the RTC shall not be entitled to

make Ad-Hoc Path Requests for the allocation of Capacity which has been announced available, cancelled in these cases, until the expiry of the working timetable in force.

9. The Applicant can find out the fact of submission and the status of an Ad-Hoc Path Request on InfraGo. If, for objective reasons, the Ad-Hoc Path Request could not be submitted to the Manager via InfraGo and the Ad-Hoc Path Request was submitted to the Manager by e-mail (to paraiskos.pajegumai@ltginfra.lt), upon request by the Applicant for confirmation of the submission of the Ad-Hoc Path Request by the Applicant, the Manager shall provide the Applicant with a confirmation no later than within 1 working day, indicating the date, time and minute of the registration of the Ad-Hoc Path Request submitted by the Applicant.

**Assessment of Ad-Hoc Path Requests**

10. The Manager shall, upon receipt of an Ad-Hoc Path Request submitted under the procedure set out in paragraph 1 of this clause, carry out an assessment of the Ad-Hoc Path Request. If the Manager, when assessing an Ad-Hoc Path Request, finds that the request contains technical errors and/or not all the required data and/or not all the required documents, it shall notify the Applicant in writing or by electronic means of the deficiencies found no later than within 1 (one) working day after the end of the assessment of the request, and shall set a deadline of at least 1 (one) working day to remedy the deficiencies, except the case referred to in paragraph 10.

11. If the Applicant fails to remedy the deficiencies within the time limit set by the Manager, the Manager shall not carry out the assessment of the Ad-Hoc Path Request and shall notify the Applicant thereof no later than the working day following the expiry of the deadline for remedying the deficiencies identified.

12. If it is found that the Ad-Hoc Path Request submitted in accordance with Sub-Clause 2 of Clause 4.5.3 of the Network Statement contains not all the required data and/or documents, or that the Ad-Hoc Path Request does not meet all the conditions set out in paragraphs (a) to (e), the Manager shall not set a deadline for remedying the deficiencies and shall not consider the request, and the Applicant shall be informed of the decision not to consider the Ad-Hoc Path Request no later than the next working day.

13. The Manager, when assessing the Ad-Hoc Path Request, has the right to offer the Applicant other train departure times and/or alternative routes than specified in the Ad-Hoc Path Request by means of electronic communications.

14. If the assessment of an Ad-Hoc Path Request reveals that there is another Ad-Hoc Path Request(s) for the same Capacity and the existing Capacity is consistent with the characteristics set out in the other Ad-Hoc Path Request(s), the assessment shall be carried out of the Capacity for which the Ad-Hoc Path Request was submitted earlier, except in the case of a subsequent Ad-Hoc Path Request for the allocation of capacity to transport military freight by rail. In this case, the assessment is carried out of an Ad-Hoc Path Request for the allocation of Capacity for the transport of military freight by rail.

15. If the Applicants submit Ad-Hoc Path Requests requesting the allocation of Capacity in the railway network of more than one country, the Manager, assessing these applications, addresses the railway infrastructure Managers of those countries, the companies performing the functions of the railway infrastructure manager or the capacity allocating institutions, so that they confirm the possibility of crossing the respective countries border, except for those cases where the possibility of crossing the state border is coordinated with railway infrastructure managers or capacity allocating institutions of other European Union member states, in accordance with the procedure established by Regulation (EU) No. 913/2010, after establishing preliminary international train lines (pre-arranged paths) for the provision of cargo transportation services on international routes.

16. Upon receipt of an Ad-Hoc Path Request, the Manager assesses:

    a) whether the requested capacities are available: whether the capacities specified in the application are not intended for another Applicant, are not reserved for the Manager's needs or to go to the place of performance of the works or to perform the Works.

    If the capacity requested in the application is not available, the Applicant is offered other possible train departure times by e-mail and a deadline of no longer than 1 (one) working day

is set for submitting an answer. If the Applicant informs about their disagreement with the proposed departure time of the train within the set deadline or if they do not respond within that deadline, it is noted in the application assessment conclusion that the requested capacity is not available.

b) whether the power of the traction vehicles specified in Ad-Hoc Path Request is sufficient. The Manager assesses whether the power of the traction vehicle specified in the application is sufficient to drive the train of the mass specified in the application with the requested capacity.

If it is determined that the power of the traction vehicle is not sufficient, the Manager is informed about this by e-mail to the Applicant and sets a deadline of no longer than 1 (one) working day to answer whether the Applicant agrees with the proposed maximum possible mass of the train according to the traction vehicle specified in the application.

If the Applicant informs about their disagreement with the proposed reduction of the train mass within the deadline set by the Manager or if the Applicant does not respond within that deadline, the application assessment conclusion indicates that the power of the traction vehicle specified in the application is insufficient.

c) whether the length of the freight train specified in the Ad-Hoc Path Request corresponds to the maximum lengths of the railway tracks of the railway stations. The Manager assesses whether the length of the train intended for freight transportation specified in the application does not exceed the maximum permissible train length specified in Annex 2 of the Network Statement on the railway tracks of the railway stations where the train must stop according to the application or the stop or passing of the train is necessary for other reasons.

If it is determined that the length of the train intended for the carriage of freight is greater than the length of the railway tracks of the railway stations, the Manager informs the Applicant thereof and offers to change it to the maximum possible length of the train that meets the parameters of the Infrastructure.

In exceptional cases (where the Manager is planning a train to pass through a railway station without stopping there), if the Manager determines that there is a possibility of providing a path for a train with a length greater than the track lengths of the railway stations without stopping at stations where the maximum track length is shorter than the length of the train specified in the request, the Manager shall inform the Applicant by e-mail of the risks to be assessed in accordance with the procedures set out in Commission Implementing Regulation (EU) No 402/2013, and shall submit the hazard analysis and assessment (risk analysis) within 1 (one) working day. The Manager shall consider the findings of the submitted hazard analysis and assessment (risk analysis) in deciding whether or not to allocate capacity.

If the Applicant informs about their disagreement with the proposed train length and/or do not agree to submit a risk analysis within the deadline set by the Manager, or fails to respond within that deadline, it is noted in the application assessment conclusion that the train length specified in the application does not meet the infrastructure characteristics specified in Annex 2 of the Network Statement.

d) whether the length of the passenger train specified in the application corresponds to the lengths of the platforms on the route, specified in Annex 5 of the Network Statement, and whether there is a platform at the railway station and/or stop where the passenger train is requested to stop for boarding and disembarking passengers.

If it is determined that the length of the passenger train specified in the application is greater than the length of the platforms and/or if the Applicant has requested a stop for boarding and disembarking passengers at a station and/or a stop where there is no platform, it is considered that the passenger train does not meet this assessed parameter of the Infrastructure characteristic;

If the length of the passenger train is greater than the length of the platforms, the Manager informs the Applicant about the responsibility for the safe boarding and disembarking of passengers and performing the analysis and assessment of danger (risk analysis) in accordance with the procedures specified in Commission Implementing Regulation (EU) No. 402/2013.

e) whether the other conditions of railway transport specified in the application (e.g. dangerousness, oversized loads, absence of automatic locomotive signalling, etc.) are compatible with the Infrastructure parameters.

If it is determined that the conditions of railway transportation specified in the application do not meet the parameters of the Infrastructure characteristics, the Manager shall record in the assessment conclusion of the application that such conditions are not compatible with the Infrastructure parameters.

**Making a decision on Ad-Hoc Path Requests for capacities**

17. The Manager, after completing the assessment, within 5 (five) working days from the receipt of the Ad-Hoc Path Request or before the use of the requested Capacity at the latest, where, in the cases provided for in clauses 4.5.3(1) and (2) of the Network Statements Regulations, the Ad-Hoc Path Requests are submitted when fewer than 6 working days remain before the date of the use of the Capacity, shall make a decision to allocate capacity or to refuse to allocate capacity and inform of such a decision immediately, by the next working day after the decision has been made, through "InfraGo", and, if there are no technical possibilities to inform through "InfraGo", notifications shall be drawn up in writing or sent by electronic means of communication.

18. After making a decision to allocate capacities based on the Ad-Hoc Path Request, the Manager includes these capacities in the working timetable and provides the corresponding extracts to the Applicants who received the capacities based on the Ad-Hoc Path Request.

19. If several Ad-Hoc Path Requests for the same capacity are received at the same time, the capacity is allocated to the Applicant who submitted the Ad-Hoc Path Request earlier, except for cases where, according to the Ad-Hoc Path Request submitted later, capacity is requested to be allocated for the transport of military freight by rail. In this case, the capacity is allocated to the Applicant who submitted an Ad-Hoc Path Request for the allocation of capacity for the transport of military freight by rail transport.

20. The decision to refuse to allocate capacities based on Ad-Hoc Path Requests is made by the Manager on the grounds provided for in Article 29[6], Part 3 of the RTC.

21. The results of the assessment are presented in the assessment report of the application, which is considered an integral part of the decision to allocate capacity based on the Ad-Hoc Path Request or to refuse to allocate it.

### 4.5.4. Procedure for Coordinating the Applications Submitted by the Applicants

1. After receiving comments and/or proposals regarding the submission of the initial working timetables according to the procedure set out in clause 4.5.1.3(13) of the Network Statements, the Manager shall initiate the procedure for coordinating Applications (hereinafter referred to as the coordination procedure) requesting the same capacity in a particular part of the infrastructure (hereinafter referred to as Conflicting Capacities) within 10 working days after the deadline for submitting comments and/or proposals, if according to the initial draft working timetable it is impossible to include all of the public infrastructure in that part of the public railway infrastructure.
2. All Applicants who have submitted Applications requesting the allocation of the same Capacities participate in the coordination procedure.

3. The Manager shall provide all Applicants participating in the coordination procedure with the information referred to in Article 29[3], Part 2 of the RTC, without disclosing the identity of the Applicants who have submitted applications for the same Capacities, except in cases where the Applicants agree that their identity should be disclosed, and also informs about the initiation of the coordination procedure, on the day, place and time of meeting of the Applicants.

4. Invited Applicants shall inform the Manager in writing or by electronic means of communication whether they agree with the alternative capacities offered to them and notify the representative participating in the coordination procedure meeting no later than within 3 (three) working days from the receipt of the Manager's invitation. The Manager, when organizing the coordination procedure meeting, may invite the rail transport market regulator to participate as an observer.

5. When drawing up the draft working timetable, the Manager shall try to coordinate all applications for capacity allocation, including applications for the same capacity, and to make the most efficient use of the infrastructure. The Manager shall have the right to offer the Applicant available capacities (the next train departure time on the same route) other than those requested in the application, without changing the departure and arrival locations stated in the application (hereinafter referred to as alternative capacities) as well as to offer other solutions that would allow coordinating the Applicants' applications for the same Capacity.
6. If the invited Applicants are able to find an acceptable solution during negotiations, including in cases where at least one uncoordinated Conflicting Capacity remains after the negotiations and the Manager is not able to offer other train periodicity and/or departure times, the negotiations shall be deemed to have been concluded.
7. The Manager informs the Applicants who participated in the negotiations about the completion of the negotiations in writing or via electronic means no later than within 3 (three) working days after the end of the meeting.
8. Within 2 (two) working days after the end of the negotiations, the Manager shall describe the results of the meeting in the minutes and submit the minutes in writing or by electronic means to all participants in the meeting and, taking into account the agreement reached during the coordination process, the Manager shall draw up the final draft working timetable or initiate the procedures set out in clauses 4.6.1-4.6.2 of the Network Statements.
9. The Manager must finish the negotiation process with the Applicants no later than 70 (seventy) working days before the working timetable comes into force.

### 4.5.5. Procedure for Resolving Disputes in the Reconciliation of Applications

1. Disputes that arise when reconciling applications for allocation of the same capacities are examined by the Manager.
2. Applicants apply to the Manager in writing or by electronic means of communication no later than within 2 (two) working days after the end of the negotiation period specified in section 4.5.4 of the Network Statement.
3. Upon receiving a request to examine the dispute, the Manager forms a dispute examination commission, which examines the dispute, prepares conclusions and informs the Applicant who submitted the request for examination of the dispute about the decision made, no later than within 5 (five) working days from the receipt of the request to examine the dispute.
4. Complaints regarding decisions made by the Manager to allocate capacity or to refuse to allocate capacity are dealt with by the RRT in a mandatory preliminary non-judicial procedure, as described in section 1.3.3 of the Network Statement.

### 4.5.6. Procedure for Cancelling Applications

1. The applicant has the right to inform the Manager about the cancellation of the application for allocation of capacity or a part of the Capacity requested by this application, at least 7 months before the day of the working timetable coming into force, and at least 3 months before the day of the working timetable coming into force – cancellation of the Late Annual Working Timetable Path Request or a part of the Capacities requested by this application.
2. If the Applicant informs the Manager about the cancellation of their submitted application for capacity allocation or part of the Capacity requested in this application after the deadline set in this section, it is considered that the Applicant's application for capacity allocation or part of the Capacity requested in this Application has not been cancelled.
3. The Applicant has the right to inform the Manager about the cancellation of the Ad-Hoc Path Request before the decision of the Manager to allocate capacity according to the corresponding Ad-Hoc Path Request is made.

4. Notifications of cancellation of the application for capacity allocation, Late Annual Working Timetable Path Requests or Ad-Hoc Path Requests or its part are made via "InfraGo". If for technical reasons the notification cannot be submitted via "InfraGo", the free form notification is submitted by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt).

5. The Manager, upon receiving the Applicant's notification on cancellation of the application for capacity allocation, Late Annual Working Timetable Path Request or Ad-Hoc Path Request or its part, does not consider the relevant application or its part.

## 4.6. Congested Infrastructure

### 4.6.1. Announcement of the Infrastructure Part as Congested

1. In accordance with Article 29[3](6) of the RTC, after the coordination of the applications, if it is impossible to grant all applications in one part of the Infrastructure because of insufficient Capacity, the Manager shall, without delay, within 5 (five) working days after the Infrastructure part is found to be congested, announce on the website of the Manager (in the section "Congested Part of the Railway Infrastructure"), the part of the Infrastructure that is congested.

2. The Manager may declare congested the part of the Infrastructure that can be reasonably expected to become congested in the near future.

3. Once a part of the Infrastructure has been declared congested, the Manager shall:

   3.1. Carry out Capacity analysis in accordance with the procedure and according to the deadlines laid down in Article 29[4] of the RTC and publish the results on the Manager's website (in the section "Documents");

   3.2. Make a plan to increase Capacity and publish it on the Manager's website (in the section "Documents").

### 4.6.2. Capacity allocation procedure in the congested part of the infrastructure

#### 4.6.2.1 Application of priority criteria

1. The Manager shall allocate Capacity in the congested part of the Infrastructure in accordance with the Description of the procedure for the allocation of public railway infrastructure capacity in the congested infrastructure, approved by Order No 3-197 of the Minister of Transport and Communications of the Republic of Lithuania of 9 April 2020 approving the Description of the procedure for the allocation of public railway infrastructure capacity in the part of the public railway infrastructure declared congested.

2. The Manager shall, within 1 (one) working day from the date on which the part of the Infrastructure was declared congested, ask Applicants to provide within 3 working days of the Manager's request the information necessary for the application of the basic and additional priority criteria regarding each Conflicting Capacity:

2.1. Whether the Conflicting Capacity will be used for the provision of public services of passenger and baggage transport by rail and/or public services of combined passenger transport on local routes;

2.2. Whether the Conflicting Capacity will be used for the provision of passenger and baggage transport services on international routes, including transit of passengers and baggage;

2.3. Whether the Conflicting Capacity will be used for the provision of freight services on international routes where goods are transported between the Member States of the European Union;

2.4. Whether the Conflicting Capacity will be used for the provision of freight services on international routes where goods are transported from a third country to the Republic of Lithuania or another Member State of the European Union or from the Republic of Lithuania or another Member State of the European Union to a third country, including transit of goods;

2.5. Whether the Conflicting Capacity will be used for trains where more than half of them is comprised of containers/semi-trailers (only applicable to freight services);

2.6. The data necessary to calculate the payment for the minimum package for access to the Infrastructure in accordance with the requirements of the Payment Rules.

3. Upon receipt of the information specified in Network Statement clause 4.6.2.1. part 2 of this clause, the Manager shall, in accordance with the Capacity allocation procedure set out in clause 3 of the Description of Capacity Allocation in Congested Infrastructure, carry out an assessment of the priority criteria for the Conflicting Capacities and whether they may be allocated.

4. Where Conflicting Capacities remain after the application of the priority criteria set out in clause 5.3 of the Description of Capacity Allocation in Congested Infrastructure, the Manager shall organise and carry out auction procedures for Capacity allocation.

**4.6.2.2. Preparation for the auction for capacity allocation**

1. For Applicants whose Conflicting Capacities are subject to the additional priority criterion, *"higher payment for the minimum package for access to public railway infrastructure for a part of a requested capacity route in a congested part"* according to the Description of Capacity Allocation in Congested Infrastructure, and the payment payable for a part of the requested Conflicting Capacity route in the congested part is the same, the Manager shall initiate a Capacity allocation auction (hereinafter referred to as the auction).

2. The auction shall be organised at least 60 working days before the date of entry into force of the working timetable according to which Capacity is allocated.

3. An auction commission may be formed by decision of the Manager to announce, organise, and carry out the auction.

4. The Manager shall organise the auction on the premises specified by the Manager and/or remotely (video conferencing) or in a mixed manner, using electronic means of communication and ensuring the identity control of persons participating in the auction and the identification of auction results.

5. The Manager shall, at least 5 working days before the start of the auction, draw up information on the upcoming auction and set a deadline of 4 working days for the Applicant to submit a reply and provide information in writing and/or by email:

5.1. To the CRA: the auction date, time, location, and the option to participate in the auction using electronic means of communication.

5.2. To the Applicants (mentioned in part 1 of this clause):

5.1.1. The unallocated Conflicting Capacities in the congested part and the specific capacity in the congested part the allocation of which will be the subject-matter of the auction;

5.1.2. The payment for the part of a specific requested capacity route in a congested part calculated in accordance with the Payment Rules following the application of the additional priority criterion set out in clause 5.3 of the Description of Capacity Allocation in Congested Infrastructure, which shall be considered as a minimum payment for the part of the capacity route in the congested part;

5.1.3. The increase in the minimum payment for the part of the capacity route in the congested part (hereinafter referred to as the interval) set by the Manager, which shall not exceed 5% of the minimum payment per part of the capacity route in the congested part, and the procedure for increasing the interval;

5.1.4. The date, time, and place of the auction;

5.1.5. The possibility for Applicants or their authorised representatives to participate in the auction using electronic means of communication;

5.1.6. The full name, position, email address, telephone number of the person appointed by the Manager and responsible for the organisation of the auction and provision of information.

6. The Applicant (or an authorised representative) who wishes to participate in the auction shall provide the Manager with the following information in writing at least 1 working day before the start of the auction:

   6.1. Confirmation of registration for the auction;

   6.2. If the Applicant who wishes to participate in the auction is represented by an authorised representative, the supporting documents, i.e. a copy of the authorisation and the identification document of the authorised person or a copy of the representation agreement;

   6.3. If the auction is held remotely (by video conferencing) and/or the Applicant or the authorised representative intend to participate in the auction using electronic means of communication, the email address to which the Manager will send the login details for the auction.

7. If, by the deadline specified in clause 6.2.2(5) by the Manager, no applicant to whom an invitation to participate had been sent approved registration for the auction, the auction shall be deemed not to have taken place and the capacity in the congested part for which the auction was organised shall be declared available and announced by the Manager on its website on the working day after the auction meeting.

#### 4.6.2.3. Procedure for the organisation and implementation of the capacity allocation auction

1. The auction organiser appointed by the Manager shall verify that only the Applicants who have approved the registration or their authorised representatives participate in the auction and present to the persons participating in the auction the subject-matter of the auction, the minimum payment for the part of the capacity route in the congested part of the auction, and the conditions of the auction (the interval and the procedure for increasing it).
2. The interval may not exceed 5% of the minimum payment for the part of the Capacity route in the congested part.
3. The Manager shall grant the participants of the auction the right to increase the specified amount of the minimum payment for the part of the capacity route in the congested part according to the specified interval.
4. After an auction participant has introduced itself and announced the proposed amount of the payment for the part of the capacity route in the congested part, the auction organiser shall repeat the proposed amount of the payment for the part of the capacity route in the congested part, which may not be smaller than the payment specified according to the information provided in accordance with Network Statement clause 4.6.2.2(5.2)(b), and the name of the auction participant offering it.
5. The other amounts offered by the auction participants for the part of the capacity route in the congested part must be higher than the previously offered payment by at least the interval specified in the auction conditions.
6. A bid by the next auction participant to increase the amount of the payment for the part of the capacity route in the congested part shall be announced at the auction no later than 10 minutes after the amount of the payment for the part of the capacity route in the congested part was announced by the previous auction participant.
7. Bids (interim and final) by auction participants for an increase in the amount of the payment for the part of the capacity route in the congested part, together with the details of the auction participant, shall be recorded in the auction minutes, which shall also include the final number of bids by the auction participants. The auction minutes shall be accompanied by a digital audio and video recording of the auction transferred to a computer medium.
8. An auction participant who has offered the largest payment for the part of the capacity route in the congested part of the auction and who has signed the minutes of the auction meeting shall be recognised as the winner of the auction. If the auction participant who has offered the largest payment for the part of the capacity route in the congested part refuses to sign the minutes of the auction meeting, another auction participant who has offered the second largest payment for the part of the capacity route in the congested part in accordance with the final bid ranking order of

the auction participants shall have the right to sign the minutes of the auction meeting. In all cases, the auction participant shall confirm, by signing the minutes of the auction meeting, that the bid specified in the minutes of the auction meeting corresponds to the auction participant's bid. The minutes of the auction meeting shall be signed on the day of the auction.

9. In the event that only one auction participant participates in the auction, the auction shall be deemed to have taken place if the auction participant offers an increase in the amount of the payment for the part of the capacity route in the congested part during the auction at least in the interval set out in the auction conditions and signs the auction minutes.

10. If all auction participants refuse to sign the auction minutes, the auction shall be deemed to have not taken place and the capacity in the congested part for which the auction has been organised shall be declared available by Manager who shall publish this decision on its website on the working day after the auction meeting.

### 4.7. Transportation of Dangerous, Oversized and Heavy Freight

The transportation of dangerous, oversized and heavy freight is described in sections 3.4.3–3.4.4 of the Network Statement.

### 4.8. Change, Cancelation, Revocation of the Allocated Capacity

#### 4.8.1. Procedure for Changing Capacity at the Applicant's Initiative

1. Pursuant to Article 29[9], Part 1 of the RTC, the Applicant to whom the Capacity is allocated, at least 60 calendar days before each day of the change of the valid working timetable specified in lines 16 and 20 of Table 1 of Section 4.2 of the Network Statement, may request to change the Capacity allocated to them. In these cases, the request to change the allocated Capacities must meet the following conditions:

   1.1. It is requested to change the periodicity of the train, the length of the train, the mass of the train, the traction rolling stock, the desired time of the train's departure and/or the intermediate stops (by refusing the assigned intermediate stops and/or by requesting new intermediate stops);

   1.2. It is requested to shorten, extend or otherwise change the assigned route.

2. Requests to change the allocated capacities, which meet the conditions specified in paragraphs 1.1 and 1.2 of Sub-Clauses 1 of Clause 4.8.1 of the Network Statements are submitted in free form to the Manager by e-mail (at paraiskos.pajegumai@ltginfra.lt). Upon receipt of requests for changes to allocated capacities that meet the conditions set out in paragraphs 1.1 and 1.2 of Sub-Clauses 1 of Clause 4.8.1 of the Network Statement, the Manager shall assess the feasibility of changing the Assigned Capacity in the working timetable in accordance with the conditions set out in the Applicant's request and the impact on the Assigned Capacity of other Applicants. Requests for changes to the allocated Capacities which meet the conditions set out in paragraphs 1.1 and 1.2 of Sub-Clause 1 of Clause 4.8.1 of the Network Statement shall be considered and decided at least 10 (ten) working days before the date of each change to the existing working timetable as set out in Table 1 of Clause 4.2 of the Network Statement. Requests to change the allocated Capacities which do not meet the conditions set out in paragraphs 1.1 and 1.2 of Sub-Clause 1 of Clause 4.8.1 of the Network Statement shall not be considered, and the Applicants submitting such requests shall be informed thereof in accordance with the procedure set out in paragraph 10 of this Clause no later than within three (3) working days of receipt of the request.

3. Pursuant to Article 29[9], Part 2 of the RTC, the Applicant to whom the Capacities are allocated, at least 5 working days before the day of use of these Capacities, may submit a request to the Manager via "InfraGo" to use these Capacities for the transport of military or oversized freight, if the possibility of transporting such freight was not assessed when allocating these Capacities. Requests referred to in this section are examined by the Manager and decisions on the replacement of the allocated Capacities are made no later than by the first day of use of the allocated Capacities.

4. Allocated Capacities may not be changed if they were allocated to a part of the Infrastructure which was announced congested infrastructure, except in cases where it is intended to transport military or oversized freight.

5. Pursuant to Part 4 of Article 29[9] of the RTC, the Manager, if there are available Capacities, may offer to change the Capacities allocated to the Applicant. In these cases, the Manager initiates the change of the allocated Capacities and offers the Applicant, to whom the Capacities are allocated, other Capacities in writing or through "InfraGo", and also sets a deadline within which the Applicant must inform about their agreement or disagreement with the submitted offer:

   5.1. If the Applicant to whom the Capacities are allocated agrees with the Manager's proposal, the Manager changes the Capacities allocated to the Applicant and informs the Applicant about it no later than within 5 working days from the date of receipt of the Applicant's consent;

   5.2. If the Applicant does not agree with the Manager's proposal or does not respond within the deadline set by the Manager, the Manager makes a decision to cancel the Capacities allocated to the Applicant no later than within 5 working days from the date of receipt of the Applicant's disagreement or the end of the deadline set by the Manager and informs the Applicant about this decision.

6. In the event that Capacities are cancelled in accordance with the procedure described in paragraph 5.2 of Sub-Clause 5 of Clause 4.8.1 of the Network Regulations, the Applicant shall not be entitled to any payment for the allocated and unused Capacities for the relevant Capacity.

7. If the Manager's examination of the requests referred to in Sub-Clauses 1 and 3 of Clause 4.8.1 of the Network Statement reveals that there is no need to change the Capacity allocated to the Applicant, the Manager shall, within the time limits set out in Sub-Clauses 1 and 2 of Clauses 4.8.1 of the Network Statement, prepare a conclusion on the request, and shall submit the conclusion to the Applicant in accordance with the procedure set out in paragraph 10 of Clause 4.8.1 of the Network Statement.

8. If, in the course of the examination of the requests referred to in Sub-Clauses 1 and 3 of Clause 4.8.1 of the Network Statement, it becomes apparent that a change in the Capacity allocated to another Applicant is required and that the Applicant does not agree to such change in accordance with the procedure set out in Sub-Clause 9 of Clause 4.8.1 of the Network Statement, the Manager shall take a decision not to grant the pending request, except where:

   8.1. It is requested to use the allocated Capacities for transporting military freight, if the possibility of transporting such freight was not assessed when allocating these Capacities;

   8.2. It is requested to use the allocated Capacities the transportation of oversized cargoes, the transportation of which is necessary for the implementation of projects of special national importance, if the possibility of transporting such freight was not assessed when allocating these Capacities.

9. If it turns out that in order to satisfy the requests specified in clause 4.5.1. paragraphs 1 and 3 of the Network Statement, it is necessary to change the Capacities allocated to another Applicant, the Manager initiates the change of the allocated Capacities and offers such Applicant other Capacities in writing or through "InfraGo", as well as sets a deadline within which this Applicant must inform about their agreement or disagreement with the submitted proposal and which must not be longer than the terms applicable to the decision on the change of allocated Capacities and described in clause 4.5.1. paragraphs 2 and 3 of this section. If the Manager does not respond within the deadline set by this section, it is considered that the Applicant does not agree with the proposed change of the Capacities allocated to them.

10. The Applicant is informed about the decisions made by the Manager in accordance with the procedure set forth in this section, as well as the conclusions drawn up in the procedure set forth in this section, via "InfraGo" or, in the absence of technical possibilities, in writing or by electronic means of communication.

11. The Manager, in accordance with Article 29[9](9) of the Railway Transport Code (RTC), having changed the Capacities allocated to the Applicant, changes the valid working timetable and this change takes effect the day after the day of the change of the working timetable.

12. After the Manager makes a decision to change the allocated Capacities, the Manager publishes information about the remaining available Capacities due to this change no later than within 3 working days from the date of the Capacity change on its website (address – https://ltginfra.lt/ “Available Capacities”).

#### 4.8.1.1. Replacement of railway rolling stock being used

The railway undertaking (carrier) to which capacity is allocated and (or) the Repair Company, which has reserved train lines in accordance with the procedure set out in section 4.3.2 of the Network Statement, and which has entered into an infrastructure use agreement with the Manager, has the right to use other rolling stock than that specified in the application for capacity allocation or in an Ad-Hoc Path Request or when reserving train lines, if such rolling stock meets the technical characteristics of the Infrastructure according to the Rules for checking the technical compatibility of the network of rolling stock and their place of use, when the rolling stock is intended to be used in the railway infrastructure managed by AB “LTG Infra” and the replacement of the rolling stock is compatible with the parameters of the allocated Capacity.

### 4.8.2. Procedure of Allocating Capacity Instead of Already Allocated Capacity at the Manager’s Initiative

1. In the event of contingencies referred to in Article 29[8](1) of the RTC, as set out in Article 29[8] of the RTC, the Manager shall, no later than the next working day after becoming aware that a railway undertaking/carrier will be prevented from using the allocated Capacity due to a railway accident, railway disaster or railway incident on the Infrastructure, technical failures of rolling stock in the Infrastructure or in the RSF, the presence of natural persons prohibited from being in the railway danger zone, the presence of objects on railway tracks or the disruption of railway traffic, inform the Applicant thereof in writing, via InfraGo or by electronic means.
2. In cases where a disruption of rail traffic in accordance with Sub-Clause 1 of Clause 4.8.2 of the Network Regulations prevents the use of Capacity for more than 24 hours, the Manager shall immediately offer the Applicant other Capacity in place of the Capacity allocated to the Applicant, if any, and set a deadline of two (2) working days for the Applicant to reply.
3. If the Applicant agrees with the Manager’s proposal, the Applicant submits an Ad-Hoc Path Request form to the Manager through the electronic service portal “InfraGo” or, in the absence of technical possibilities, by e-mail (e-mail paraiskos.pajegumai@ltginfra.lt) together with the answer, filled in according to the information provided by the Manager.
4. After receiving a completed Ad-Hoc Path Request, the Manager evaluates it as described in section 4.5.3 of the Network Statement. Capacities, if there are opportunities, are allocated by the Manager’s decision no later than within 3 (three) working days from the date of receipt of the Applicant’s consent to the Capacities proposed by the Manager
5. If the applicant does not agree with the proposal presented by the Manager, the applicant’s trains are cancelled by applying the procedure established by the railway network performance improvement system.

### 4.8.3. Determination and Application of the Marginal Rate to the Unused Capacities of the Applicant

1. The Manager, in accordance with Article 29[6], Part 5, Clauses 5 and 6 of the RTC, determines and indicates the limit rate applied in the congested part of the Infrastructure in the Network Provisions.
2. During the period of validity of the 2026-2027 working timetable, the established limit rate is 75%, which means that at least 75% of the Capacities allocated to the applicant in the congested part of the Infrastructure during the reporting period must be used according to the criteria specified in section 7 of the Description specified in Annex 17 of the Network Statement.

3. When assessing the compliance of the Capacities used in the congested part of the Infrastructure with the established limit rate, the capacities that were cancelled for the applicants according to the procedure established by the RTC are assessed.

4. When assessing the compliance of the Capacities used in the congested part of the Infrastructure with the established limit rate, the capacities that were cancelled for the applicants according to the procedure established by the RTC are assessed.

5. The Manager performs an assessment of the compliance of the utilisation of the capacity in the congested part of the Infrastructure with the established limit rate for each month of the validity period of 2 (two) full calendar months (hereinafter – the **Assessment Period**) separately for each applicant.

6. The Manager shall, in accordance with the provisions of Chapter V of the Description referred to in Annex 17 to the Network Statement, assess how much of the Capacity satisfying the conditions set out in Sub-Clauses 2 to 4 of Clause 4.8.3 of the Network Statement is used in full or in part.

7. The Manager performs the assessment of the compliance of the capacity utilisation with the established limit rate for the months of the assessment period no later than the 12th day of the current calendar month.

8. If the percentage of utilisation of the Capacities allocated to the Applicant in the congested part of the Infrastructure during both months of the Assessment Period is equal to or exceeds the set limit rate, the Applicant is considered to have reached the limit rate. The percentage of capacity utilisation in the congested part of the Infrastructure is determined by the formula:

$$\mathrm{P} = \frac{\mathrm{F}}{\mathrm{S}} \cdot 100, \text{where:}$$

   - P – the percentage ratio of utilisation of the Capacities allocated to the Applicant in the congested part of the Infrastructure (%);
   - F – the number of Capacities (units) allocated in the congested part of the Infrastructure and used by the Applicant during the month of the Assessment Period;
   - S – the number of Capacities (units) allocated to the Applicant in the congested part of the Infrastructure in the month of the assessed period.

9. If the percentage ratio of capacity utilisation in the congested part of the Infrastructure allocated to the Applicant for both months of the Assessment Period is lower than the established marginal rate, it is considered that the Applicant has not reached the marginal rate. In this case:

   a) The Manager identifies the capacity(s) that must be destroyed in accordance with Article 29[6], Part 5, Clause 5 of the RTC, and the period of destruction of these capacities – destroyed capacities for a period of two calendar months, starting from the month of assessment of the compliance of the use of the Capacity in the congested part of the Infrastructure with the established marginal rate. The capacities are destroyed, the time of day and the route of the trips for which the period of destruction coincides. In the event that the period of use of the capacities to be destroyed is shorter than two months, the capacities are destroyed until the end of their period of use.

   b) The Manager not later than within 3 (three) working days after this identification informs about it the applicant who has not reached the marginal rate, specifies the specific capacity(s) and asks the applicant to submit comments on the planned cancellation of the Capacity or additional information required for assessment.

   c) The Manager, in accordance with Article 29[6], Part 5, Clause 5 of the RTC, no later than the end of the current calendar month, makes a decision to cancel the capacities identified in accordance with part a of this section and to announce these capacities available. The Manager informs the applicant whose capacity is cancelled no later than the next working day.

10. If, when assessing the compliance of the used Capacities in the congested part of the Infrastructure with the established marginal rate, the Manager determines that the percentage of Capacity utilisation is lower than the established marginal rate, the Manager performs the procedure specified in paragraph 9 of this section and makes a decision on the capacities whose daily time

and route coincide and which have already been cancelled in accordance with Article 29[6], Part 5, Clause 5 of the RTC, cancelled for the remaining period until the end of the working timetable.

11. The procedure for fines for non-use of allocated Infrastructure capacities is described in section 5.6.3 of the Network Statement.

#### 4.8.4. Cancellation of Allocated Capacities at the Applicant's Initiative

Taking into account the amendment of Part 10 of Article 29[1] of the RTC, there is no possibility to refuse the allocated Capacities.

#### 4.8.5. Cancellation of the Capacity Allocated to the Applicant at the Manager's Initiative

1. If any of the circumstances provided for in Article 29[6], Part 5 of the RTC becomes apparent, the Manager shall make a decision to cancel the capacities allocated to the Applicant no later than within 20 (twenty) working days from the discovery of such circumstances.
2. The Manager informs the Applicant of the decision taken to cancel the allocated Capacity via InfraGo and sends an electronic notification to the Applicant by e-mail, or, in the absence of technical possibilities, in writing or by electronic means, no later than the next working day after the date of the decision.
3. The Manager, having taken a decision to cancel the allocated Capacities, shall publish the information immediately on the Capacities remaining available as a result of the cancellation of these Capacities on its website, but no later than within 3 (three) working days from the date of the decision, on the Manager's website (under Available Capacities).

### 4.9. Timetable Redesign for Smart Capacity Management

Timetable Redesign for Smart Capacity Management is not applied during the 2026–2027 working timetable period.

### 4.10. Principles of Capacity Allocation in Railway Freight Corridors

1. The Manager, no later than 11 (eleven) months before the working timetable comes into force, after coordinating with the railway infrastructure Managers of other EU member states or institutions allocating railway infrastructure capacity, determines preliminary train lines (pre-arranged paths) intended for international trains running on the freight corridor specified in Regulation (EU) No. 913/2010 on the territory of the Republic of Lithuania.
2. Preliminary train lines (pre-arranged paths) assigned to the "North Sea-Baltic Sea" rail freight corridor, as well as more detailed information about the operation of this rail freight corridor, are publicly available on the page (address – https://rfc8.eu/).

### 4.11. Allocation of Capacity in More Than One Railway Network of EU Member States

1. In order to ensure the international transportation of passengers, baggage and cargo, the Manager signs agreements on cooperation in the allocation of capacities in more than one railway network, which determine the methods of cooperation and the most important criteria, according to which capacities are assessed and allocated.
2. On 9 December 2019, the Manager and AB "LatRailNet" (Infrastructure Manager of the Republic of Latvia) signed the Agreement on cooperation in allocating capacity in more than one railway network No. SUTK(LGI)-13, which is presented in Annex 14 of the Network Statement.
3. The Applicant may submit applications for the allocation of railway network infrastructure Capacities of more than one EU member state to the Manager. In such a case, the Manager shall, acting on behalf of the Applicant, within 3 (three) working days from receipt of the Application for Capacity Allocation, forward the received applications to the railway infrastructure Managers of the EU

member states or institutions allocating railway infrastructure Capacities, on whose railway infrastructure the Capacity is requested.

4. For the allocation of capacity on more than one railway network, applicants may apply directly to a joint institution established by railway infrastructure Managers or capacity allocation bodies, or to a single railway infrastructure Manager managing the requested train line. In such a case, railway infrastructure Managers in whose managed railway infrastructure the Capacity is requested, coordinate among themselves the parameters of the proposed Capacity and forward the proposal to the joint institution, which provides it to the applicant.

## 5. SERVICES AND CHARGES

### 5.1. Introduction

1. The Manager provides the following services:
   1.1. The services that make up the minimum access package, as described in section 5.3 of the Network Statement;
   1.2. Access to the RSFs managed by the Manager and the basic services related to railway transport provided in these facilities, as described in section 7.3 of the Network Statement;
   1.3. Access to the RSFs managed by the Manager and additional services related to railway transport provided in these facilities, as described in section 5.4 of the Network Statement;
   1.4. passenger, baggage, cargo transit services using the Infrastructure, as described in section 5.10 of the Network Statement.
2. The Manager does not provide auxiliary services related to railway transport.

### 5.2. Charging Principles

#### 5.2.1. Basis of Charging for the Use of Infrastructure

1. The principles of charging for the use of Infrastructure shall be determined by Article 25 of the RTC, according to the provisions of which the use of Infrastructure can be charged:
   1.1. With a fee for the minimum access package (Clause 5.3 of the Network Statement);
   1.2. With a fee for the use of Infrastructure in the provision of transit rail transport service (Clause 5.10 of the Network Statement);
   1.3. With a fee for the allocated but unused capacity of the Infrastructure (Clause 5.6.3 of the Network Statement).
2. The Manager shall determine the procedure for calculating and paying charges for using the Infrastructure under the procedure established in the Fee Rules.
3. The expenses directly incurred by the Manager for the operation of trains shall be calculated in accordance with the Description of the procedure for the allocation of expenses directly incurred for the operation of trains, approved by the Manager and drawn up in accordance with the provisions of Commission Implementing Regulation (EU) 2015/909. An extract of the Description of the procedure for the allocation of expenses directly incurred for the operation of trains, approved by Order No SPR-PAJ(INFRA)-42/2026 of the CEO of LTG Infra AB of 2 April 2026 "On the approval and publication of the Description of the procedure for the allocation of expenses directly incurred for the operation of trains", can be found in Annex 15 to the Network Statement in so far as it does not concern the protection of the Manager's commercial and professional secrets.

#### 5.2.2. Rail Transport Market Segments Where Surcharges May Apply

**Determination of the List of Market Segments where Surcharges May Apply**

1. Under the provisions of Article 25[1] of the RTC, the Manager, following the principles of efficiency, transparency and non-discrimination, shall determine the list of market segments of rail transport (hereinafter referred to as **segments**) where surcharges may be applied. The abovementioned list shall be determined after the Manager has carried out an assessment of the market segments of transport by rail (hereinafter referred to as **assessment of segments**) under the procedure provided for by Order No. No. ĮS-PAJ(INFRA)-1803/2022 “2022 "On the Determination and Publication of

Market Segments of Railway Transport and Approval of the Methodology for Assessing and Determining the Ability of Railway Undertakings (Carriers) Operating in these Segments to Pay Surcharges" as of 19 October 2022 of Director General of the Manager in the approved methodology "Methodology for Determining Segments of the Rail Transportation Market and Assessing and Determining the Ability of Railway Undertakings (Carriers) Operating in these Segments to Pay Surcharges" (hereinafter referred to as the **Methodology**). The Methodology (excerpt thereof) shall be presented in Annex 19 to the Network Statement, insofar as it is not related to the protection of trade and professional secrets of the Manager. The list of market segments for rail transport services to which mark-ups may be applied shall be reviewed at least once every five (5) years.

**A list of market segments where surcharges may be applied**

2. Pursuant to Article 25[1] of the RTC, the Manager shall approve the following list of market segments where surcharges may be applied during the validity period of the annual working timetable of 2026–2027:
   - 2.1. Coal and coke freight transportation service by rail on a local route;
   - 2.2. Service of transporting coal and coke freight by rail on a route that crosses the border of at least one European Union member state (hereinafter referred to as transport on the EU route);
   - 2.3. Metal and mineral freight transportation service by rail transport on a local route;
   - 2.4. Metal and mineral freight transportation service by rail on the EU route;
   - 2.5. Gasoline and other fuel freight transportation service by rail on a local route;
   - 2.6. Gasoline and other fuel freight transportation service by rail on the EU route;
   - 2.7. Service of chemical freight transportation by rail on a local route;
   - 2.8. Service of freight transportation of chemical substances by railway transportation on the EU route;
   - 2.9. Consumer goods freight transportation service by rail transportation on a local route;
   - 2.10. Transportation of consumer goods via the EU route;
   - 2.11. Service of transporting agricultural goods by rail on a local route;
   - 2.12. Service of transporting agricultural goods by rail via EU route;
   - 2.13. Multimodal transport freight transportation service by rail transport on a local route;
   - 2.14. Multimodal transport freight transportation service by railway transport on the EU route;
   - 2.15. Service of transportation of other goods by railway transport on a local route;
   - 2.16. Service of transporting other goods by rail on the EU route.
3. Supervision of the determination of market segments shall be carried out by CRA.

### 5.2.3. Charging of Provision of Basic and Additional Services Related to Railway Transport

1. The charge for the use of railway service facilities and the basic services related to rail transport provided in these facilities and the charge for additional services related to rail transport shall be determined by the operator.
2. The payment for the use of railway service facilities and the basic services related to rail transport provided at these facilities may not exceed the costs of providing these services, plus a reasonable profit.
3. If additional services related to railway transport are provided by one service provider, the payment for such services cannot be higher than the costs of their provision, plus a reasonable profit.

## 5.3. Minimum Access Package and Charges

### 5.3.1. Minimum Access Package Services

1. The services of the minimum access package shall include:
   1.1. handling of applications for capacity allocation;
   1.2. granting the right to use the Infrastructure according to the assigned capacity, as well as switches, passenger platforms, electricity supply facilities to ensure traction current in the event that such facilities are available;
   1.3. train traffic management, including signalling, regulation, train traffic management, transmission and provision of train movement information as well as any other information required to start the service or the service for which the capacity has been allocated.

### 5.3.2. Fees for the Minimum Access Package

1. The payment for the minimum access package (hereinafter referred to as the **PMAP**) shall consist of the following fee:
   1.1. train traffic fee;
   1.2. fee for load transportation services by rail in the 1,520 mm gauge railway network when goods are transported from or to third countries (hereinafter referred to as **fee for freight transportation from or to third countries**);
   1.3. fee for passenger and baggage transportation services by rail, assigned to a segment where a surcharge may be applied (hereinafter referred to as **fee for passenger and baggage transportation services assigned to the segment**);
   1.4. fee for rail load transportation services assigned to a segment where a surcharge may be applied (hereinafter referred to as **fee for freight transportation services assigned to the segment**);
   1.5. fee for the use of the contact railway network.
2. The Manager shall calculate the PMAP fee rates under the procedure established in the Fee Rules for the validity period of the 2026-2027 working timetable.
3. PMAP fee rates for the period of validity of the annual working timetable of the year 2026-2027 have been calculated by Decision No ĮS-PAJ(INFRA)-138/2025 of the CEO of LTG Infra AB of 12 December 2025 and published on the website of the Manager (under the section Infrastructure. Minimum Access Package. MAP Services: Fees for the Minimum Access Package and other fee rates).

#### 5.3.2.1. PMAP Contribution Rates: Train Traffic Fee

1. The train traffic fee rate shall be calculated according to the following formula:

$$t = \frac{I}{A}, \text{where}$$

t – train traffic fee rate (EUR/tkm; gross)

I – actual average costs of the Manager for the last 5 completed calendar years, directly incurred due to the operation of the trains (EUR);

A – an actual average working volume of all trains for the last 5 completed calendar years (gross).

2. The train traffic fee shall be paid by all railway undertakings (carriers) or Applicants who have agreed on the allocation of public railway infrastructure capacity, to whom the capacity is allocated.

#### 5.3.2.2. PMAP Fee Rates: Fee for Freight Transportation from or to Third Countries

1. The fee for freight transportation from or to third countries shall be calculated according to the following formula:

$$t_{1\,520\,\mathrm{mm}} = \frac{V_{costs}}{K_{1\,520\mathrm{mm}}}, \text{where}$$

- $t_{1\,520\,mm}$ – freight transportation fee from or to third countries (EUR/tkm net);
- $V_{costs}$ – the actual average expenses of the Manager for the last 5 completed calendar years, incurred during the Infrastructure renewal works of the 1 520 mm gauge and the implementation of the Infrastructure development projects of the 1 520 mm gauge; these costs shall not include Manager's costs incurred during the Infrastructure renewal works of the 1 520 mm wide gauge if these costs were included in the calculation of Manager's costs directly incurred due to the operation of trains (EUR);
- $K_{1\,520\,mm}$ – the actual average volume of load transportation by rail in the 1 520 mm gauge rail network for the last 5 calendar years, when freight is transported from or to third countries (tkm net).

2. Following the procedure established in the Fee Rules, taking into account the fact that the weighted average of the fee rates for freight transport services on local routes, assigned to segments, calculated under Sub-Clause 1 of Clause 5.3.2.4 of the Network Statement, is higher than the fee rate for freight transport from or to third countries, calculated under Clause 5.3.2.2 of this Network Statement, the fee rate for freight transport from and to third countries during the validity period of the annual working timetable of 2026–2027 shall be equated to the weighted average of the fee rates for freight transport services on local routes assigned to segments.

3. The fee for freight transportation from and to third countries shall be paid by those railway undertakings (carriers) or Applicants who have agreed on the allocation of public railway infrastructure capacity, which are provided with freight transportation services by rail on the 1 520 mm gauge railway network, when freight is transported from third countries or to them.

#### 5.3.2.3. PMAP Fee Rates: Fee for Passenger, Baggage Transportation Services by Rail Assigned to the Segment

1. Taking into account the fact that the list of segments published in the Network Statement (Clause 5.2.2 of the Network Statement) does not distinguish the segments of passenger and baggage transport services by rail, where surcharges may be applied, during the validity period of the annual working timetable of 2024–2025, the passenger and baggage transport services by railway transport services shall not be subject to the passenger, baggage transport services assigned to the segment.

#### 5.3.2.4. PMAP Fee Rates: Fee for the Provision of Rail Freight Transportation Services Assigned to the Segment

1. In the list of segments published in the Network Statement (Clause **Error! Reference source not found.** of the Network Statement), for the segments of freight transportation services by rail, which may be subject to surcharges, the fee rates for freight transportation services assigned to the segment shall be calculated according to the following formula

$$\mathrm{Seg_{freight}} = \frac{\mathrm{Er_{freight}} \cdot \mathrm{An_{freight}} - \mathrm{t} \cdot \mathrm{Ag_{freight}}}{\mathrm{An_{freight}}}, \text{where}$$

- $\mathrm{Seg_{freight}}$ – the fee rate for rail freight transportation services assigned to the segment (EUR/tkm net);
- $\mathrm{Er_{freight}}$ – during the assessment of the segments of freight transportation services assigned to the segment, the optimal price payable (EUR/tkm net) was calculated using the optimisation function, which includes the fee rate for freight transportation services assigned to the segment (EUR/tkm net) and the fee rate for train traffic (EUR/tkm net);
- $\mathrm{An_{freight}}$ – the maximum forecasted volume (net tkm) of freight transportation services by railway transport assigned to the segment during the calendar year in which the annual working timetable will be valid, determined during the Manager's segment assessment, using the optimisation function;
- $\mathrm{t}$ – the train traffic fee (EUR/tkm gross) for the period of validity of the annual working timetable calculated in accordance with Clause 5.3.2.1 of the Network Statement;
- $\mathrm{Ag_{freight}}$ – the maximum predicted work volume (gross tkm) of freight assigned to the segment during the calendar year in which the annual working timetable will be in force, determined during the assessment of the Manager's segments, using the optimisation function.

2. The fee for rail freight transportation services assigned to the segment shall be paid by those railway undertakings (carriers) or Applicants who have concluded an agreement on the allocation of public railway infrastructure capacity, to which the services of freight transportation services assigned to the segment are provided.

#### 5.3.2.5. PMAP Fee Rates: Contact Railway Network Usage Fee

1. The fee rate for the use of the contact railway network shall be calculated according to the following formula:

$$\mathrm{e} = \frac{\mathrm{T_e}}{\mathrm{R_e}}, \text{where}$$

e – fee rate for the use of the contact railway network (EUR/train km);

$T_e$ – the actual average costs of the Manager for the last 5 completed calendar years, directly incurred in providing the service of using the contact railway network (EUR);

$R_e$ – the actual average mileage of trains powered by electric traction for the last 5 completed calendar years (train km).

2. The fee for the use of the contact railway network shall be paid by those railway undertakings (carriers) or Applicants who have concluded an agreement on the allocation of the capacity of the public railway infrastructure, to which the service of using the contact railway network is provided.

### 5.3.3. Information Provided for the Calculation of the Premium Rates for the Minimum Package for Access to Public Railway Infrastructure

1. At least 2 (two) calendar months before the 2026–2027 working timetable, railway companies (carriers) must provide the Manager with information on the indicators of their activity in providing passenger, baggage and/or freight transport services by railway transport in the railway infrastructure network of the Republic of Lithuania in accordance with the form set out in Annex 11 to the Network Statement (hereinafter – **performance indicators**):

   1.1. Data on the actual passenger and baggage transport indicators of the last completed calendar year: volume of passenger and baggage transport (gross tkm) excluding the volume of public passenger transport services by rail (gross tkm));

   1.2. Data on the actual freight transport indicators of the last completed calendar year: freight transport work volume (gross tkm) and freight transport volume (net tkm) by distinguishing cargo combined nomenclature (hereinafter – **CN**) codes and customers (customer name) according to CN, direction of carriage (carriage within the country, transportation from or to European Union countries, transportation from or to a non-European Union country, transit transportation), part of multimodal transport;

   1.3. Data on the forecast indicators of passenger and baggage transport for the calendar year in which the working timetable will be valid: the volume of passenger and baggage transport (gross tkm) excluding the volume of public passenger transport services by rail (gross tkm));

   1.4. Data on forecasted freight transport indicators for the calendar year in which the working timetable will be valid: freight transport work volume (gross tkm) and freight transport volume (net tkm) separated by CN codes, direction of transport (transport within the country, transport from or to the European Union countries, transportation from or to a non-European Union country, transit transportation), part of multimodal transport.

## 5.4. Additional Services Related to Railway Transport

1. The Manager provides an additional service related to railway transport – the provision of traction current, for which the charges are indicated in the invoices separately from the charges for the use of electricity supply facilities.
2. The fee for an additional service related to railway transport is published in section "Railway Service Facility Rates" on the Manager's website and in the descriptions of railway service facilities in section "Descriptions of the Railway Service Facilities" on the Manager's website.
3. Information about this service is provided in section "Railway Service Facilities" on the Manager's website in the list of services provided at railway service facilities managed by the Manager during the validity period of the 2026-2027 working timetable and in the rules for the provision of basic and/or additional services related to rail transport provided in the railway service facilities managed by the Manager during the validity period of the working timetable of the relevant year.

## 5.5. Ancillary Services and Charges

The Manager shall not provide auxiliary services related to railway transport during the validity period of the annual working timetable of 2026–2027.

## 5.6. Financial Penalties and Incentives

### 5.6.1. Penalties for Path Modification

1. During the annual working timetable of 2026–2027, the Applicant who has allocated public railway infrastructure capacity may, under Article 29[9] of the RTC, submit a written request to the Manager to change the allocated public railway infrastructure capacity. The conditions for submitting a

request to change the infrastructure capacity shall be set out in Clause 4.8.1 of the Network Statement.

2. Fines for the change of the allocated infrastructure capacities at the initiative of the Applicants shall not be applied during the period of validity of the annual working timetable of 2025–2025.

### 5.6.2. Penalties for Path Alteration

Fines for the change of infrastructure capacity at the Manager's initiative during the period of validity of the annual working timetable of the 2026–2027 period shall not be applicable.

### 5.6.3. Penalties for Non-usage

1. In accordance with Article 25[2] (1) of the RTC and Article 29[10] (2) of the RTC, in the period of the annual working timetable of 2026–2027, the Manager shall apply a fee for allocated but unused Infrastructure capacities or their part in cases where:

   1.1. Infrastructure capacities or a part thereof are not used regularly;

   1.2. Infrastructure capacities or a part thereof are not used in the congested part of the Infrastructure.

2. In the period of the annual working timetable of 2026–2027, the Manager shall not foresee any other cases in which payment would be applied for allocated but unused Infrastructure capacities or a part thereof, which are not specified in Sub-Clause 1.

3. The Manager shall determine the procedure for calculating and paying the fee for allocated but unused Infrastructure capacities or a part thereof following the procedure established in the Fee Rules.

4. Fee for allocated but unused Infrastructure capacities or a part thereof, when it is applied under part a) of Sub-Clause 1 of this Clause, shall be determined by the Manager according to the following formula:

$$U_{\mathrm{NP}_{\mathrm{reg.}}} = \sum_{i=1}^{n} t \cdot k_{\mathrm{reg.\ nepan.}} \cdot A_{\mathrm{reg.\ nepan.}}, \text{ where}$$

$U_{\mathrm{NP}_{\mathrm{reg.}}}$ – the payment for the reporting month for the allocated, but regularly unused capacities or a part thereof (EUR);

$t$ – the train traffic fee (EUR/tkm gross) for the period of validity of the annual working timetable of 2026–2027, calculated under Clause 5.3.2.1 of the Network Statement;

$k_{\mathrm{reg.\ nepan.}}$ – the coefficient of fees for regularly unused capacities or a part thereof, which is equal to 1 during the period of validity of the annual working timetable of 2026–2027;

$A_{\mathrm{reg.\ nepan.}}$ – the volume of train work during the reporting month (gross tkm) of the capacities allocated to the railway undertaking (carrier) or a part thereof, which are recognised as not regularly used under the procedure and criteria established in the Description of the Assessment and Accounting Procedure for the Utilisation of Allocated Public Railway Infrastructure Capacities (Annex 17 to the Network Statement).

5. The fee for allocated but unused infrastructure capacities or a part thereof, when it is applied under part b) of Sub-Clause 1 of this Clause, shall be determined by the Manager according to the following formula:

$$U_{\mathrm{NP}_{\mathrm{perpildyta.}}} = \sum_{i=1}^{n} \mathrm{t} \cdot k_{\mathrm{perpildyta}} \cdot A_{\mathrm{perpil.nepan.(i)}}, \text{ where}$$

$U_{\mathrm{NP}_{\mathrm{perpildyta}}}$ – the fee payable for the reporting month for allocated but unused capacities or a part thereof in the congested part of the Infrastructure (EUR);

*t* – the train traffic fee (EUR/tkm gross) for the period of validity of the annual working timetable of 2025–2026, calculated under Clause 5.3.2.1 of the Network Statement;

$k_{\mathrm{perpildyta}}$ – the coefficient of fees of the capacity or a thereto allocated in the congested part of the Infrastructure, which is equal to 1 during the period of validity of the annual working timetable of 2026–2027;

$A_{\mathrm{perpil.nepan.(i)}}$ – the volume of train work during the reporting month (gross tkm) of the capacity allocated to the railway undertaking (carrier) or a part thereof, which is recognised as unused in the congested part of the Infrastructure under the procedure and criteria established in the Description of the Assessment and Accounting Procedure for the Utilisation of Allocated Public Railway Infrastructure Capacities (Annex 20 to the Network Statement).

6. If the capacities or a part thereof are not regularly utilised in the congested part of the Infrastructure, a fee shall be paid following clause 5.6.3 part b) of Sub-Clause 1 of the Network Statement.
7. In the circumstances referred to in Part 8 Sub-Clause 5 Article 29[6] of the RTC, the losses incurred by the Applicant whose Capacity has been withdrawn shall be compensated in accordance with the procedure laid down by the Civil Code of the Republic of Lithuania.

#### 5.6.4. Penalties for Path Cancellation

Pursuant to Article 29[1] (1) of the RTC, the Applicant cannot cancel the infrastructure capacity allocated thereto during the annual working timetable of 2026–2027.

#### 5.6.5. Incentives / Discounts

Financial incentives / discounts shall not be applicable during the annual working timetable period of 2026–2027.

### 5.7. Performance Scheme

#### 5.7.1. General principles and objectives

General principles and objectives (hereinafter referred to as the **Performance Improvement System**) are prepared following the operating principles of the railway network performance improvement system established by the Minister of Transport and Communications of the Republic of Lithuania and applied to the entire railway network.

#### 5.7.2. Performance monitoring

The Manager shall collect information about train traffic disturbances and shall analyse the causes thereof.

#### 5.7.3. Financial instruments provided for in the Performance Improvement System

1. In accordance with Article 25 of the RTC[3], the 2026-2027 Performance Improvement System of the working timetable consist of:
   1.1. Fines for delays in train traffic;
   1.2. Compensations for cancelled trains;

1.3. Compensations for railway undertakings (carriers) affected by train delays.

#### 5.7.4. Governance and dispute resolution system

1. The Description of the procedure for establishing and granting fines for train traffic disruptions and compensation to undertakings affected by such disruptions, approved by Order No 3-53 of the Minister of Transport and Communications of the Republic of Lithuania of 24 January 2012 approving the Description of the procedure for establishing and granting fines for train traffic disruptions and compensation to undertakings affected by such disruptions shall apply, which lays down the procedure for recording information on delays and cancellations of passenger and freight trains, for calculating, imposing and paying fines for train disruptions and compensation to railway undertakings (carriers) and undertakings travelling to and from the site of construction, repair and/or maintenance work on railway infrastructure facilities, as well as the amounts of the fines and compensation.
2. A new performance improvement system will be developed by the Manager and published in the Network Statement in accordance with the principles for the operation of the performance improvement system approved by the Minister of Transport and Communications of the Republic of Lithuania.
3. The Description of Fines shall apply, which lays down the procedure for recording information on delays and cancellations of passenger and freight trains, for calculating, imposing and paying fines for train disruptions and for compensating railway undertakings/carriers affected by such disruptions, and for undertakings travelling to and from the place of construction, repair and/or maintenance work on Infrastructure facilities, as well as the amounts of fines and compensation.
4. The procedure for appealing against decisions on fines for train delays and/or compensation for railway undertakings/carriers affected by train delays, the procedure for handling appeals and the time limits will be determined after the development of the Performance Improvement System in accordance with the principles of the operation of the Performance Improvement System for the rail network approved by the Minister of Transport and Communications of the Republic of Lithuania.

### 5.8. Changes to Charges

1. Under Article 25 of the RTC, the rates of payments that may be charged for the use of the Infrastructure shall be calculated and set by the Manager for one period of validity of the annual working timetable, i.e. for the period of validity of the annual working timetable of 2026–2027.
2. During the period of validity of the annual working timetable of 2026–2027, the Manager shall calculate and determine the segments of the rail transport market, where operating railway undertakings (carriers) may pay surcharges, according to the Methodology.

### 5.9. Billing Arrangements

#### 5.9.1. Payment of Train Traffic Fee after Capacity Allocation Based on the Application for Capacity Allocation (Annual Application)

1. The Manager, at least 20 (twenty) business days before the entry into force of the annual working timetable period of 2026–2027, shall take a decision on the railway undertaking (carrier) that will be able to use the capacity allocated to the Applicant, the PMAP part of each month of the annual working timetable validity – train traffic contribution by calculating the train traffic fee to be paid by the Applicant for each month of the annual working timetable of 2026–2027, based on the capacity allocated to the Applicant. The Manager shall inform the railway undertaking (carrier) or the Applicant that concluded the capacity allocation agreement about such decision no later than within 3 (three) business days from the adoption of such decision.
2. The Manager, no later than within 3 (three) business days from the decision on the calculation of the train traffic fee, shall submit an invoice to the railway undertaking (carrier) or the Applicant who

has concluded a capacity allocation agreement, to pay 50 per cent of the calculated train traffic fee for the capacity allocated to the Applicant, which the railway the undertaking (carrier) shall be able to use during the first month of validity of the annual working timetable of 2026–2027.

3. The Manager, no later than 15 (fifteen) business days before the beginning of each month in which, according to the annual working timetable of 2026–2027, the railway undertakings (carrier) will be able to use the capacity allocated to the Applicant, shall submit to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement, an invoice to pay 50 per cent of the calculated train traffic fee for the capacity allocated to the Applicant for each other month of the validity of the annual working timetable of 2026–2027, during which the railway undertaking (carrier) will be able to use the capacity allocated to the Applicant.

4. A railway undertaking (carrier) or an Applicant who has concluded a capacity allocation agreement must pay the parts of the train traffic fee specified in Sub-Clauses 2 and 3 of this Clause of the Network Statement to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from the invoice days of receipt.

**Payment of Train Traffic Fee after Capacity Allocation Based on Ad-Hoc Path Requests**

5. If the capacity is allocated to the Applicant based on an Ad-Hoc Path Requests, the Manager shall make a decision concerning the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement, the train traffic fees to be paid (monthly, if the capacity is allocated for more than one month of the annual working timetable of 2026–2027), calculated according to the Ad-Hoc Path Requests, and shall inform the railway undertaking (carrier) about such decision within 3 (three) business days from the decision to allocate capacity according to the Ad-Hoc Path Requests

6. If the decision to allocate capacity based on the Ad-Hoc Path Requests is made more than 15 (fifteen) business days before the month in which, according to the annual working timetable of 2026–2027, the railway undertaking (carrier) shall be able to use the capacity allocated to the Applicant based on the Ad-Hoc Path Requests:

   6.1. The Manager, no later than within 3 (three) business days from the adoption of the decision on the calculation of the train traffic fee, shall submit to the railway undertaking (carrier) or the Applicant, who concluded the capacity allocation agreement, an invoice to pay 50 percent of the calculated train traffic fee for (i) all the capacity allocated to the Applicant according to the Ad-Hoc Path Requests, if the capacity is allocated to the Applicant for one month of the validity of the annual working timetable of 2026–2027, or (ii) for the capacity allocated to the Applicant in the first month of capacity use, if the capacity is allocated to the Applicant for more than one month of the annual working timetable of 2026–2027;

   6.2. the railway undertaking (carrier) or the Applicant, who concluded the capacity allocation agreement, must pay this part of the train traffic fee to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from receipt of the invoice.

7. If the decision to allocate capacity based on the Ad-Hoc Path Requests is made less than 15 (fifteen) business days before the month in which, according to the annual working timetable of 2026–2027, the railway undertaking (carrier) will be able to use the capacity allocated to the Applicant based on the Ad-Hoc Path Requests:

   7.1. The Manager shall not issue an invoice to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement to pay 50 percent of the calculated train traffic fee for all the capacity allocated to the Applicant based on the Ad-Hoc Path Requests, if the

capacity is allocated to the Applicant for one month of the validity of the annual working timetable.

8. The Manager, not later than 15 (fifteen) business days before the beginning of the month in which the railway undertaking (carrier) will have to use the capacity allocated according to the Ad-Hoc Path Requests, shall submit an invoice to the railway undertaking (carrier) or the Applicant who has concluded a capacity allocation agreement, to pay 50 percent of the calculated train traffic fees for the capacity allocated to the Applicant according to the Ad-Hoc Path Requests for each subsequent month of the validity of the annual working timetable of 2026–2027. This part of the train traffic fee must be paid by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from the date of receipt of the invoice.

**Payment of the Train Traffic Fee after Changing the Capacity Allocated to the Applicant**

9. If the Manager changes the capacities allocated to the Applicant, within 3 (three) business days from the date of the decision to change the capacities, the Manager shall change the decisions specified in the Sub-Clauses 1 or 5 of this Clause of the Network Statement concerning the train traffic fee to be paid by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement and shall inform the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement of this decision and, if necessary, shall submit a new invoice to pay 50 per cent of the calculated train traffic fee for the changed capacity that will be available for use by the railway undertaking (carrier) in the relevant month of validity of the annual working timetable of 2026–2027.

**Non-Payment of a Part of the Train Traffic Fee**

10. If the railway undertaking (carrier) or the Applicant, who concluded the capacity allocation agreement, has not paid part of the train traffic fee, as provided for in Sub-Clauses 6 and 8 of Clause 4 of this Network Statement, on the next business day after the end of the payment deadline, the Manager shall warn the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement in writing that if the corresponding part of the train traffic fee is not paid within 5 (five) business days of receiving the warning, the Manager shall decide to cancel the capacity allocated to the Applicant, which shall not be paid for.

**Calculation of Fees for the Reporting Month**

11. The reference month shall be the last completed calendar month in which the allocated capacity was used.

12. The fee for the use of the Infrastructure for the provision of transit rail transport service and the fee for the allocated but unused capacity of the Infrastructure during the reporting month as well as PMAP payable by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement shall be calculated following the procedure established in the Payment Rules.

13. The Manager shall calculate the PMAP (the minimum access package fee) payable for the reference month in which the allocated Capacity has been used based on the Capacity practically used by the Applicant, except in the case where the railway company (carrier) or the Applicant with a Capacity Allocation Contract has been allocated Capacity in the congested part of the Infrastructure by applying the priority rule, according to the higher calculated PMAP payable, or the highest fee payable for the allocated Capacity offered in the Capacity Allocation Tender. In that case, the PMAP payable for the reference month shall be calculated based on those Capacities (either Capacities allocated to the Applicant or Capacities practically used by the Applicant) on which the higher PMAP payable for the reference month is calculated.

14. The Manager shall calculate the PMAP payable for the reference month in which the allocated Capacity was used according to the following formula:

$$U_{\mathrm{MPP}} = (T - T_{\mathrm{išankst}}) + T_{1\,520\,\mathrm{mm}} + S_{\mathrm{kel.i}} + S_{\mathrm{krov.i}} + E, \text{ where}$$

- $U_{\mathrm{MPP}}$ – the amount of the PMAP payable, expressed in EUR;
- $T$ – the train running premium to be paid (EUR), calculated following the procedure set out in Sub-Clause 15 of the Network Statement;
- $T_{\mathrm{išankst}}$ – the proportion of the train traffic premium paid following Sub-Clauses 4, 5, 8 or 9 of Clause 5.9.1 of the Network Statement, as appropriate (EUR);
- $T_{1\,520\,\mathrm{mm}}$ – the freight premium payable for the carriage of freight to or from third countries (EUR), calculated following the procedure set out in Sub-Clause 16 of Clause 5.9.1 of the Network Statement;
- $S_{\mathrm{kel.i}}$ – the premium payable for the passenger and baggage transport services allocated to the segment (EUR), calculated following the procedure set out in Sub-Clause 17 of Clause 5.9.1 of the Network Statement;
- $S_{\mathrm{krov.i}}$ – the premium payable for the freight services allocated to the segment (EUR), calculated under the procedure set out in Sub-Clause 18 of Clause 5.9.1 of the Network Statement;
- $E$ – the payment for the use of the contact railway network payable (EUR), calculated following the procedure set out in Sub-Clause 19 of Clause 5.9.1 of the Network Statement.

15. The train running premium to be paid shall be calculated based on the actual train working volume (gross tonne-km) of the railway company (carrier) during the reference month according to the following formula:

$$T = A \cdot t, \text{ where}$$

- $T$ – the train premium payable (EUR);
- $A$ – the actual train working volume (gross tonne-km) of the railway company/carrier during the reference month;
- $T$ – the train premium rate (EUR/tkm gross).

16. The freight premium payable for the carriage of freight to and from third countries shall be calculated based on the actual volume (tkm net) of rail freight transported by the railway company (carrier) on the rail network with a gauge of 1 520 mm, for the carriage of freight to and from third countries, during the month of reference, according to the following formula:

$$T_{1\,520\,\mathrm{mm}} = K_{1\,520\,\mathrm{mm}} \cdot t_{1\,520\,\mathrm{mm}}, \text{ where}$$

- $T_{1\,520\,\mathrm{mm}}$ – the freight premium payable for transporting goods to or from third countries (EUR);
- $K_{1\,520\,\mathrm{mm}}$ – the actual volume (tkm net) of rail freight transported by the railway company (carrier) on the 1 520 mm gauge rail network from or to third countries during the reference month;
- $t_{1\,520\,\mathrm{mm}}$ – the premium rate for the carriage of goods to or from third countries (EUR/tkm net).

17. The premium to be paid for passenger and baggage transport services allocated to a segment shall be calculated based on the actual volume (gross tonne-km) of passenger and baggage transport services allocated to the segment of the railway company (carrier) during the reference month according to the following formula:

$$S_{\mathrm{kel.i}} = Kel_{\mathrm{i}} \cdot Seg_{\mathrm{kel.i}}, \text{ where}$$

- $S_{\mathrm{kel.i}}$ – the premium payable for passenger and baggage transport services allocated to the segment (EUR);

- $Kel_{\mathrm{i}}$ – the actual volume (gross tonne-km) of passenger and baggage transport services provided by the railway company (carrier) within the segment during the reference month;
- $Seg_{\mathrm{kel.i}}$ – the contribution rate for passenger and baggage transport services allocated to the segment (EUR/tkm gross).

18. The premium to be paid for freight services allocated to the segment shall be calculated based on the actual volume (tkm net) of freight services allocated to the segment by the railway company (carrier) during the reference month according to the following formula:

$$S_{\mathrm{krov.i}} = Krov_{\mathrm{i}} \cdot Seg_{\mathrm{krov.i}}, \text{ where}$$

- $S_{\mathrm{krov.i}}$ – the premium payable for freight services allocated to the segment (EUR);
- $Krov_{\mathrm{i}}$ – the actual volume (tkm net) of freight services provided by the railway company (carrier) within the segment during the reference month;
- $Seg_{\mathrm{krov.i}}$ – contribution rate for freight services allocated to the segment (EUR/tkm net).

19. A charge for the use of the contact railway network payable shall be calculated based on the kilometres practically travelled by the electric trains of the railway company (carrier) during the reference month according to the following formula:

$$\mathrm{E} = \mathrm{R_e} \cdot \mathrm{e}, \text{ where}$$

- E – the charge for the use of the contact railway network payable (EUR);
- $R_e$ – actual kilometres (train-km) of electric trains actually run by the railway company (carrier) in the reference month;
- e – the contribution rate for the use of the contact line network (EUR/train km).

**Payment of Estimated Fees for the Reporting Month**

20. The Manager shall calculate the PMAP to be paid, the payment for the use of the Infrastructure in the provision of transit rail transport service and the payment for the allocated but unused infrastructure capacity during the reporting month and shall make a decision on the payments to be paid by the railway undertaking (carrier) in the reporting month by the 10th (tenth) day of the month following the reporting month, by notifying the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement about such decision and submitting the relevant invoice.

21. If, when calculating the PMAP to be paid, the Manager determines that the part of the train traffic fee paid by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation contract is higher than the PMAP payable, the Manager shall return the calculated PMAP overpayment to the account of the financial institution (department, branch) specified by the railway undertaking (carrier) or the Applicant who concluded the capacity allocation agreement by the 10th (tenth) day of the month following the reporting month, except for the case specified in Clause 5.9.1. Sub-Clause 13 of the Network Statement, when the capacity in the congested part of the Infrastructure was allocated to the Applicant after applying the priority rule according to the calculated higher payable PMAP or the highest payable payment for the allocated capacity offered in the capacity allocation tender.

22. The PMAP to be paid in the reporting month, the payment for the use of the Infrastructure in the provision of transit rail transport service, and the payment for the allocated but unused Infrastructure capacities, must be paid by the undertaking (carrier) or the Applicant, who has entered into a capacity allocation agreement, to the account of the financial institution (department, branch) specified in the Manager's invoice within 5 (five) business days from the date of receipt of the invoice.

### 5.9.2. Payments for Access to Railway Service Facilities and Services Provided at Railway Service Facilities

The procedure for billing for access to railway service facilities and the services provided therein is described in of the Manager's website (the section "Services Provided at Railway Service Facilities") and in the rules for the provision of basic and/or additional services related to rail transport provided in railway service facilities managed by the Manager during the period of validity of the relevant annual working timetable, as well as in the typical contract form for the provision of services at railway service facilities, published in the Manager's website (section "Railway Service Facilities").

## 5.10. Usage of the Infrastructure for the Provision of Transit Rail Transport Services and the Payment for It

### 5.10.1. Usage of Infrastructure for the Provision of Transit Rail Transport Services

According to Article 28 (2) of the RTC, railway undertakings (carriers), all shares of which are directly or indirectly owned by the State of Lithuania, shall be granted the right to use the Infrastructure for the provision of transit rail transport services (hereinafter referred to as the **transit services**).

### 5.10.2. Components of the Fee for Transit Services

1. Payment for the provision of transit services shall consist of the following fees:
   1.1. PMAP;
   1.2. passenger and baggage transit fees;
   1.3. charges for freight transportation in transit.

#### 5.10.2.1. Fee Rates for Payment for Transit Services: Fee for Transit of Passengers and Baggage[1]

1. The fee rate for the transit of passengers and baggage shall be calculated according to the following formula:

$$t_{\text{tranz. kel.}} = \frac{\frac{V \cdot A_{\text{kel.}}}{A_{\text{bruto}}}}{(A_{\text{kel.}} - A_{\text{tranz. kel.}})}, \text{where}$$

- $t_{\text{tranz. kel.}}$ – payment rate for passenger and baggage transportation in transit (EUR/tkm gross);
- $V$ – funds from the state budget and European Union funds, municipalities (hereinafter referred to as the state funds), allocated on average during the calendar year to cover Manager's expenses incurred during the performance of infrastructure maintenance and renovation works

[1] A Draft Resolution of the Government of the Republic of Lithuania amending Resolution No 610 of the Government of the Republic of Lithuania of 19 May 2004 approving the Rules for the calculation and payment of the fee for the minimum package of access to the public railway infrastructure, the fee for the use of the public railway infrastructure for the provision of rail transit services, and the fee for the allocated but unused capacity of the public railway infrastructure (the Resolution), which would revise the fees for the use of the public railway infrastructure for rail transit services, and would therefore update the formula for the calculation of the fee rates in Clauses 5.10.2.1 and 5.10.2.2 of the Network Statement.

and the implementation of infrastructure development projects and programs (EUR); the average annual amount of state funds shall be determined based on planned and actual 5-year data: 2 calendar years before the year in which the passenger and baggage transit fee rate is calculated, the calendar year in which the passenger and baggage transit fee rate is calculated, 2 calendar years after the year in which the passenger and baggage transit fee rate is calculated.

• $A_{\text{kel.}}$ – the actual average work volume of passenger trains for the last 5 completed calendar years (gross tkm);

• $A_{\text{bruto}}$ – an actual average working volume of all trains for the last 3 completed calendar years (gross tkm);

• $A_{\text{tranz. kel.}}$ – the actual average work volume of passenger trains in transit for the last 5 completed calendar years (expressed in tkm gross).

2. Passengers and baggage transit fees shall be paid by railway undertakings (carriers) or Applicants who have entered into an agreement on the allocation of public railway infrastructure capacity, which use the Infrastructure to provide passenger and baggage transit services.

#### 5.10.2.2. Fee Rates for Payment for Transit Services: Payment for Freight Transportation in Transit

1. The fee rate for freight transportation in transit shall be calculated according to the following formula:

$$t_{\text{tranz. krov.}} = \frac{\frac{V \cdot A_{\text{krov.}}}{A_{\text{bruto}}}}{(K - K_{\text{tranz.}})}, \text{where}$$

• $t_{\text{tranz. krov.}}$ – freight transit fee rate (EUR/tkm net);

• $V$ – funds from the state budget and European Union funds, municipalities (hereinafter referred to as the state funds), allocated on average during the calendar year to cover the Manager's expenses incurred during the performance of infrastructure maintenance and renovation works and the implementation of infrastructure development projects and programs (EUR); the average annual amount of state funds shall be determined based on planned and actual 5-year data: 2 calendar years before the year in which the passenger and baggage transit fee rate is calculated, the calendar year in which the passenger and baggage transit fee rate is calculated, 2 calendar years after the year in which the passenger and baggage transit fee rate is calculated;

• $A_{\text{krov.}}$ – the actual average work volume of freight trains for the last 5 completed calendar years (gross tkm);

• $A_{\text{bruto}}$ – an actual average working volume of all trains for the last 3 completed calendar years (gross tkm);

• $K$ – the actual average volume of all freight transportation by rail for the last 5 completed calendar years (tkm net);

• $K_{\text{tranz.}}$ – the actual average transportation volume (net tkm) of freight transported in transit by rail transport for the last 5 completed calendar years.

2. The freight transit fee shall be paid by railway undertakings (carriers) or Applicants who have concluded a capacity allocation agreement of the public railway infrastructure, which use the Infrastructure for the provision of freight transit services.

### 5.10.3 Calculation of the payment for transit services

1. The fee for the use of the Infrastructure for the provision of transit services consists of the PMAP payable and the fee for the use of the Infrastructure for the provision of transit services. The PMAP to be paid consists of the train running premium and, where applicable, the freight premium for the carriage of freight to or from third countries and the use of the contact line network, calculated in accordance with Clause 5.3 of the Network Statement. The fee payable for the use of the Infrastructure for the provision of transit services is calculated according to the following formula:

$$U_{tranzitas} = T_{tranz.\ kel.} + T_{tranz.\ krov.}, \text{ where}$$

- $U_{tranzitas}$ – the fee payable for the use of the Infrastructure for transit services (EUR);
- $T_{tranz.\ kel.}$ – the passenger and baggage transit premium payable (EUR), calculated under the procedure set out in Sub-Clause 2 of Clause 5.10.3 of the Network Statement;
- $T_{tranz.\ krov.}$ – the payment for freight transportation in transit (EUR), calculated under the procedure set out in Sub-Clause 3 of Clause 5.10.3 of the Network Statement.

2. The passenger and baggage transit premium payable shall be calculated based on the actual working volume (gross tkm) of passenger trains in transit during the reference month, according to the following formula:

$$T_{tranz.\ kel.} = A_{tranz.\ kel.} + t_{tranz.\ kel.}, \text{ where}$$

- $T_{tranz.\ kel.}$ – the passenger and baggage transit levy payable (EUR);
- $A_{tranz.\ kel.}$ – the actual working volume (gross tkm) of passenger trains in transit during the reference month;
- $t_{tranz.\ kel.}$ – the passenger and baggage in transit contribution rate (EUR/tkm gross).

3. The transit freight transportation premium payable shall be calculated based on the actual rail transit freight working volume (net tkm) during the reference month according to the following formula:

- $T_{tranz.\ krov.} = K_{tranz.\ krov.} + t_{tranz.\ krov.}$, where

- $T_{tranz.\ krov.}$ – the transit freight transportation premium payable (EUR);
- $K_{tranz.\ krov.}$ – the actual volume of freight transported in transit by rail (tkm net) during the reference month;
- $t_{tranz.\ krov.}$ – the rate of the transit freight premium (EUR/tkm net).

## 6. OPERATIONS

### 6.1. Introduction

This section of the Network Statement shall provide information on the Manager's rules and measures applicable to the management of railway traffic.

### 6.2. Operational Rules

1. The Manager, in accordance with the RTC, LoRTS, Technical Regulations for the Use of Railways, approved by Order No. 297 "On the Approval of Technical Regulations for the Use of Railways" as of 20 September 1996 of the Minister of Transport and Communications of the Republic of Lithuania, Railway Traffic Rules, approved by the Order No. 452 "On the Approval of Railway Traffic Rules" as of 30 December 1999 of the Minister of Transport and Communications of the Republic of Lithuania, the Rules for the Installation and Use of Crossings, approved by Order No. 3-36 "On the Approval of the Rules for the Installation and Use of Crossings" as of 27 January 2005 of the Minister of Transport and Communications of the Republic of Lithuania, Railway Transport Traffic Signaling Rules, approved by the Order No. 483 "On the Approval of Railway Transport Traffic Signalling Rules" 30 December 1997 of the Minister of Transport and Communications of the Republic of Lithuania, and other legal acts in the field of railway transport traffic, shall adopt normative technical documents on matters of implementation of activities.

2. Normative technical documents adopted by the Manager published on the Manager's website (in the section "Normative Technical Documentation").

**Language**

3. The communication of employees whose work is related to railway transport traffic shall be carried out in accordance with the Regulation on Verbal Orders, Instructions and Other Messages for the Management of Railway Transport Traffic No. LTGI 262/EV, approved by the Manager, which is published on the Manager's website (in the section "Standard Technical Documentation").
4. All radio conversations shall be conducted in Lithuanian (other languages may be used on railway lines specified in part 5 of this Clause).
5. Conversations in Russian may be conducted and notifications from a set of forms may be issued on the following border railway lines:
   - 5.1. State border of the Republic of Lithuania –Kena–Vilnius;
   - 5.2. State border of the Republic of Lithuania –Stasylos–Vaidotai;
   - 5.3. State border of the Republic of Lithuania –Stasylos–Vilnius;
   - 5.4. State border of the Republic of Lithuania –Kybartai;
   - 5.5. State border of the Republic of Lithuania –Joniškis–Šiauliai–Radviliškis;
   - 5.6. State border of the Republic of Lithuania –Mažeikiai–Bugeniai;
   - 5.7. State border of the Republic of Lithuania –Rokiškis–Radviliškis;
   - 5.8. State border of the Republic of Lithuania–Turmantas.
6. Conversations may be conducted in Polish and reports may be issued from a set of forms in the border section State border of the Republic of Lithuania – Mockava.

### 6.3. Operational Measures

1. The measures for implementing the Manager's activities shall be divided into the following main areas:
   - 1.1. performance of essential and other functions of the Manager;

1.2. management of contingencies (accidents and other events) and liquidation of the consequences of the events;
1.3. timely exchange of information between the Manager and the railway undertaking (carrier).

**Performance of Manager Functions**

2. The Manager, in implementing essential and other functions, shall be guided by the requirements of legal acts, adopted normative technical documents, and Network Statement.

3. When preparing the annual working timetable, the Manager must:

3.1. ensure the safety of railway transport traffic;
3.2. efficiently use the capacities of railway lines and railway stations;
3.3. meet, as far as possible, the maintenance, repair and renewal needs of the Applicants and the Infrastructure.

**Contingency Management**

4. In case of contingencies cases, when railway transport traffic is disrupted, the Manager, under Article 29[8] of the RTC, must take all necessary measures to restore the normal situation.

5. Information on railway accidents, railway disasters or incidents is provided in accordance with Article 19(2) of the Law on Safety Investigations of the Republic of Lithuania.

6. To ensure the prompt reporting of emergencies, the timely response to and management of emergencies and the proper implementation of the Manager's rail traffic safety management system, the Manager has developed and approved the Emergency Reporting Scheme and the Manager's Emergency Management Plan, which are published on the Manager's website (under Regulatory technical documentation).

7. In the unforeseen cases referred to in Article 29[8](1) of the RTC, the operation of emergency trains and auxiliary locomotives shall be organised under the procedures laid down in the Rules of Procedure, without recourse to the procedure for the allocation of capacity as laid down in Chapter 4 of the Network Statement.

**Exchange of Information**

8. The Manager, ensuring the timely exchange of information between the Manager and the railway undertaking (carrier), shall ensure continuous provision of relevant information to the railway undertakings (carriers) and shall consult with the railway undertakings (carriers) to discuss needs and other issues related to Infrastructure conditions and the quality of services provided by the Manager. Consultations shall be organised and conducted in accordance with the procedure set forth in the Rules of Consultation with Railway Undertakings (Carriers), Applicants and Other Persons approved by the Manager, which shall be published on the Manager's website (in the section "Public consultation").

**6.4. Railway Transport Traffic Information and Monitoring Tools**

1. One of the main information systems used in the activities of the Manager, which include the performance of the functions referred to in Article 24 of the RTC ("the Manager's activities"), is the DaVinci traffic management and control system, which is designed for the management of train traffic on railway lines and allows remote control of railway stations for this purpose. DaVinci is integrated with other information systems of the Manager, such as RAKP, GSM-R, OPKIS (Operational Passenger Information System) (used by the Manager until the launch of the Yard Management System (hereinafter referred to as the **YMS system**)), which complies with the requirements of the TAF-TSI, and which includes the Station Books.

2. Until the YMS system is implemented in the Manager's activities, the following information systems of the Manager shall be used in the Manager's activities:

   2.1. OPKIS is a real-time system, with information exchange 24 hours a day, seven days a week. The system manages the train movement process, providing information on the composition of freight trains and the movement of rolling stock;

   2.2. Station Information System STOKIS. The system is designed to automate technological processes in railway stations. It includes the organisation of train arrivals and departures, train formation, marshalling, stacking, wagon loading and maintenance work. The system automates all technological processes in railway stations and the logical control of the sequence of all operations, and records the time of all operations in real time.

3. The Manager intends to start using the YMS system for the Manager's activities from January 2026, which will have interfaces with other information systems available to the Manager, including DaVinci and InfraGo.

4. Once the Manager has started using the YMS system for the performance of the Manager's activities, the Manager will be able to collect and process in an automated manner the data received from the Applicants, as detailed in Sub-Clauses 5 and 6 of Clause 4.2.1 of the Network Statement. The manual completion of the existing Train Sheet and the Transport Preparation Plan form in Annex 2 of the Infrastructure Use Agreement and the submission to the Manager by e-mail will be waived. The above forms will be replaced with a new Train Sheet, for which the Applicants will have to provide the necessary data to the Manager via InfraGo. In addition, thanks to the interfaces of the YMS system with InfraGo, Applicants will be able to request Capacity Allocations, see the allocated Capacity and its usage in InfraGo, in the same way as before, through this portal.

5. The connection of railway stations managed by the Manager to the YMS system will be carried out in a phased manner, with stations being connected at appropriate stages. Applicants will be additionally informed about each respective stage of the connection of railway stations operated by the Manager, to the e-mail addresses of the Applicants specified in the concluded Infrastructure Use Agreements.

6. During the transition period (until all railway stations managed by the Manager are connected to the YMS system in accordance with Sub-Clause 5 of Clause 6.4 of the Network Statement, the Applicant will provide the Manager with the Train Sheet and the data on the preparation for transport in accordance with the procedure currently in force: in accordance with the Train Sheet Processing Methodology M/DI/70/E, approved by the Manager, and under the procedure laid down in the concluded Infrastructure Use Agreements, by submitting the Transport Preparation Plan via InfraGo, and in the absence of this system, in accordance with the form laid down in Annex 2 to these Agreements. When the Manager starts to use the YMS system at the relevant railway station, the Applicants will fill in and submit to the Manager a new form of the Train Sheet in accordance with the procedure for filling in the Train Sheet in InfraGo, or, in case of non-functionality of InfraGo, in accordance with the procedure set out in Clause 8.2.1[1] of the Infrastructure Use Agreement, which includes the data necessary for the formation of the Train Sheet and filling in the Transport Preparation Plan Form. Until the integration possibilities between the Applicant's and the Manager's information systems, as requested by the Applicants, are implemented, the data will be submitted by manual input into InfraGo.

7. Once the YMS system is used for the Manager's activities, Applicants will be consulted by the Manager's specialists 24 hours a day, 7 days a week on all issues related to the completion of the new Train Sheet. Applicants will be informed about the consultations of the Managers' specialists at the Applicants' e-mail addresses specified in the additional Infrastructure Use Agreements. The Manager will publish and inform the Applicants about the procedure for filling in the new Train Sheet in InfraGo in accordance with the procedure established by law.

## 7. SERVICE FACILITIES

### 7.1. Introduction

This section contains information about the RSF managed by the Manager and other operators.

## 7.2. Service Facility Overview

1. 1. Access to and provision of rail-related services in RSFs is governed by Articles 30[1] to 30[4] of the RTC and Commission Implementing Regulation (EU) 2017/2177. Railway service operators are exempted from the application of the provisions of Commission Implementing Regulation (EU) 2017/2177 in accordance with the Description of the procedures for exemption of railway service facility operators from the application of the provisions of European Commission Implementing Regulation (EU) 2017/2177, approved by Order No 1V-521 of the Director of the Lithuanian Communications Regulatory Authority of 15 May 2019 "On Approval of the Description of the procedures for exemption of railway service facility operators from the application of the provisions of European Commission Implementing Regulation (EU) 2017/2177".

2. Pursuant to Article 5 (1) and (2) of the Commission Implementing Regulation (EU) 2017/2177, operators of railway service facilities shall, **by 12 December 2025**, prepare the descriptions of the RSF and the services provided in such facilities for which they are responsible for the public rail infrastructure annual working timetable of 2026–2027 Network Statement and shall publish them in one of the following ways:

   a) on its website or a shared website, providing the Manager with a link to be included in the Network Statement;

   b) by submitting to the Manager by e-mail paraiskos.pajegumai@ltginfra.lt information about the RSF they manage and the services provided therein according to the sample template prepared by RNE, the translation of which is available on the Manager's website.

3. Descriptions of the RSF managed by the Manager and other operators shall be published on the Manager's website in the section "Railway Service Facilities".

## 7.3. Railway Service Facilities Operated by the Manager

### 7.3.1. General Provisions

1. The procedure and conditions for the provision of basic and/or additional services related to railway transport, accounting and determination of fees for the use of these services provided by the Manager managed by the General Public Enterprises are provided for in the descriptions of railway services approved by the Manager, which are published on the website of the Manager (in the section "Descriptions of Railway Service Facilities").

2. The following provides information on access to rail service facilities operated by the Manager and the main railway transport-related services they provide.

### 7.3.2. Passenger railway stations, stops, their buildings and other facilities, locations suitable for providing travel information and ticketing services

1. The Description of the RSF "Passenger railway stations, stops, their buildings and other facilities, locations suitable for providing travel information and ticketing services" operated by the Manager sets out the conditions and procedure for the provision of access to the RSF passenger railway stations, stops, their buildings and other facilities (except platforms at passenger railway stations and stops), locations suitable for providing travel information and ticketing services operated by the Manager. The Description is published on the website of the Manager (under Descriptions of Railway Service Facilities).

### 7.3.3. Loading terminals (loading services)

1. The Description of the RSF "Loading Terminals (Loading Services)" operated by the Manager sets out the conditions for the provision of loading services at the RSF loading terminals operated by the

Manager, as well as the information relating to the technical characteristics and capacity of the provision of the loading services. The Description is published on the website of the Manager (under Descriptions of Railway Service Facilities).

2. The Description of the RSF "Intermodal Terminals" operated by the Manager lays down the conditions and procedures for the use of the access and related services provided at the RSFs operated by the Manager – the intermodal terminals in Vilnius, Kaunas and Šeštokai. The Description shall be published on the website of the Manager (under "Descriptions of Railway Service Facilities").

### 7.3.4. Cumulative Tracks, Train Forming and Shunting Facilities

The Description of the RSF "Cumulative Tracks, Train Forming and Shunting Facilities" operated by the Manager lays down the procedures and conditions for access to the RSF operated by the Manager for the use of the RSF connecting tracks and/or sidings and for access to **c**umulative tracks, train forming and shunting facilities operated by the Manager. The Description is published on the website of the Manager (under Descriptions of Railway Service Facilities). The railway tracks specified in the Description are connected to the service facilities, and the conditions for access to them are defined therein.

### 7.3.5. Storage Sidings

The Manager shall not have storage sidings that are used exclusively for the purpose specified in Article 3 (37) of the RTC, but the service of using RSF for the storage of rolling stock shall be provided on the roads of railway stations. Information on other technical facilities, cleaning and washing facilities operated by other operators and on the services provided in these facilities is available on the Manager's website (in the section "Descriptions of Railway Service Facilities").

### 7.3.6. Railway Rolling Stock Maintenance Facilities, Except for Facilities Intended for High-Speed Trains or Other Types of Rolling Stock That Require Special Facilities, for Large-Scale Maintenance of Rolling Stock

The Description of the RSF "Rolling Stock Maintenance Facility (Inspection Pit)" operated by the Manager lays down the rules, conditions and procedures for granting access to the rolling stock maintenance facility – the rolling stock inspection pit. The Description is published on the website of the Manager (under Descriptions of Railway Service Facilities).

### 7.3.7. Other Technical Facilities, Cleaning and Washing Devices

The Manager does not have other technical devices, control and washing devices. Information about other technical facilities, cleaning and washing facilities managed by other operators and the services provided by them is published on the website of the Manager (in section "Descriptions of Railway Service Facilities").

### 7.3.8. Sea and Inland Port Facilities

The Manager has no sea and inland port facilities. Information about sea and inland port facilities managed by other operators related to railway operations is published on the website of the Manager (in section "Descriptions of Railway Service Facilities").

### 7.3.9. Relief Facilities

The Description of the RSF "Technical Support Facilities" operated by the Manager sets out the conditions and procedures for the provision of the main service related to railway transport, i.e. access to technical support facilities, in particular the facilities operated by the RSF operator for the purpose of dealing with the consequences of railway accidents and railway incidents and/or providing support on

railway tracks. The Description is published on the website of the Manager (under Descriptions of Railway Service Facilities).

#### 7.3.10. Refuelling Facilities

The Manager has no fuelling facilities. Information about refuelling facilities managed by other operators shall be published on the Manager website (in the section “Railway Service Facilities”).

#### 7.3.11. Access to Railway Facilities and Additional and Auxiliary Services Provided in These Facilities Related to Railway Transport

1. The Description of the RSF "Ensuring Traction Current Supply" operated by the Manager sets out the conditions and procedures for the provision of the ancillary service related to railway transport, i.e. the service of supplying traction current other than electricity from the overhead contact line to rolling stock, and is available on the Manager's website (in the section Descriptions of Railway Service Facilities).
2. The Manager does not have other RSFs that provide additional and/or auxiliary services related to railway transport, and does not provide such services. Information about the RSFs of other operators and additional and auxiliary services related to railway transport provided at these facilities is published on the Manager’s website (in section “Descriptions of Railway Service Facilities”).

### 7.4. Railway Service Facilities Operated by Other Operators

#### 7.4.1. Access to Rail Service Facilities Operated by Other Operators and the Basic Rail Transport Services They Provide

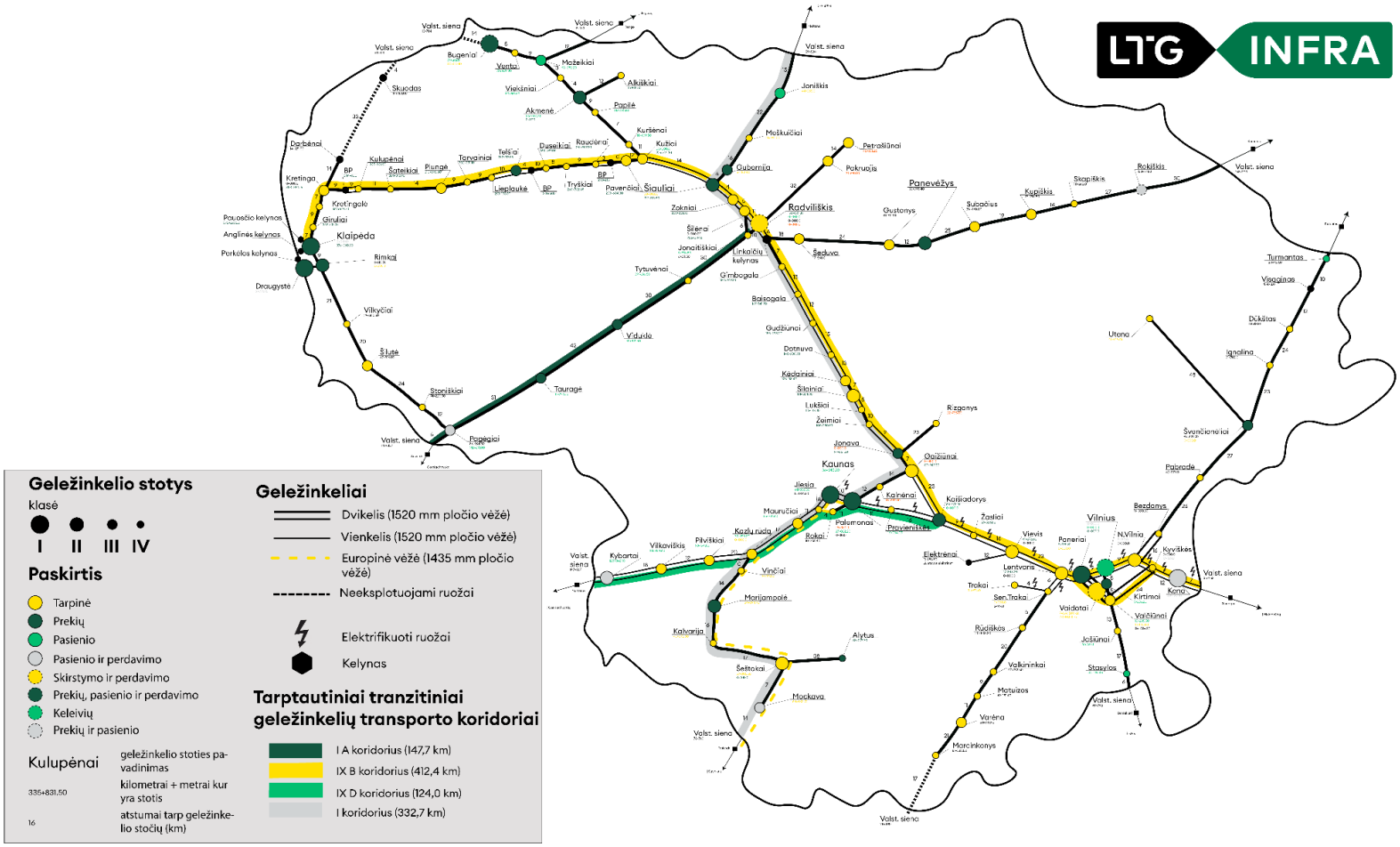
Descriptions and information of railway service facilities managed by other operators and the main services related to railway transport provided by them shall be published on the Manager’s website (in the section “Railway Service Facilities”).

#### 7.4.2. Access to Rail Service Facilities Operated by Other Operators and Their Additional and Auxiliary Services Related to Rail Transport

Descriptions and information of railway service facilities managed by other operators and additional and auxiliary services related to railway transport provided in them shall be published on the Manager’s website (in the section “Railway Service Facilities”).

# ANNEXES

# 1. INFRASTRUCTURE NETWORK MAP



## 2. RAILWAY LINES AND MAXIMUM LENGTH OF TRAINSETS THAT CAN PASS ON THESE LINES

| No. | Title of Railway Line | Length of the train uni according to the length of the tracks of the railway stations on the railway line (contract railcars and (or) meters) | |
|---|---|---|---|
| | | Odd traffic direction | Even traffic direction |
| | **Gauge 1 435 mm** | | |
| 1. | Kazlų Rūda–Šeštokai–Mockava– State border | 49 (740 m) | 49 (740 m) |
| 2. | Kazlų Rūda–Palemonas | 49 (740 m) | 49 (740 m) |
| 3. | Jiesia–Rokai | 49 (740 m) | 49 (740 m) |
| | **Gauge 1 520 mm** | | |
| 1. | State border –Kena | 74 (1094 m) | 75 (1100 m) |
| 2. | Kena–Kyviškes | 73 (1072 m) | 73 (1069 m) |
| 3. | Kyviškes–Vaidotai (without stop in Valčiūnai station) | 73 (1068 m) | 73 (1069 m) |
| 4. | Kyviškes–Naujoji Vilnia | 59 (872 m) | 58 (871 m) |
| 5. | Naujoji Vilnia–Vilnius | 59 (872 m) | 58 (871 m) |
| 6. | Vilnius–Paneriai | 59 (885 m) | 60 (892 m) |
| 7. | Paneriai–Vaidotai | 59 (885 m) | 60 (892 m) |
| 8. | Valčiūnai–Vaidotai | 56 (841 m) | 56 (838 m) |
| 9. | Vilnius–Valčiūnai (through Kirtimai station) | 56 (841 m) | 56 (838 m) |
| 10. | Valčiūnai–Stasylos– State border | 56 (841 m) | 56 (838 m) |
| 11. | State border –Turmantas–Švenčionėliai | 55 (824 m) | 55 (824 m) |
| 12. | Švenčionėliai–Nauja Vilnia | 53 (800 m) | 53 (793 m) |
| 13. | Švenčionėliai–Utena | 64 (948 m) | 64 (948 m) |
| 14. | Paneriai–Lentvaris | 59 (885 m) | 60 (892 m) |
| 15. | Lentvaris–Varėna | 60 (896 m) | 60 (896 m) |
| 16. | Varėna–Marcinkonys | 39 (601 m) | 39 (601 m) |
| 17. | Lentvaris–Kaišiadorys | 64 (942 m) | 63 (938 m) |
| 18. | Kaišiadorys–Gaižiūnai | 74 (1094 m) | 74 (1093 m) |
| 19. | Gaižiūnai–Radviliškis | 58 (858 m) | 58 (858 m) |
| 20. | Jonava–Rizgonys | 51 (768 m) | 51 (768 m) |
| 21. | Kaišiadorys–Palemonas | 61 (900 m) | 61 (902 m) |
| 22. | Palemonas–Gaižiūnai | 60 (896 m) | 60 (896 m) |
| 23. | Palemonas–Kaunas–Jiesia | 47 (715 m) | 47 (715 m) |
| 24. | Palemonas–Rokai–Jiesia | 61 (900 m) | 61 (902 m) |
| 25. | Jiesia–Kazlų Rūda | 70 (1027 m) | 70 (1036 m) |
| 26. | Kazlų Rūda–Šeštokai | 43 (657 m) | 43 (657 m) |
| 27. | Šeštokai–Alytus | 47 (707 m) | 47 (707 m) |
| 28. | Šeštokai–Mockava | 47 (707 m) | 47 (707 m) |
| 29. | Kazlų Rūda–Kybartai | 65 (966 m) | 65 (966 m) |
| 30. | Kybartai– State border | 80 (1174 m) | 80 (1174 m) |
| 31. | Panevėžys–Radviliškis | 59 (880 m) | 59 (880 m) |
| 32. | State border –Rokiškis–Panevėžys | 57 (857 m) | 57 (857 m) |
| 33. | Radviliškis–Pakruojis–Petrašiūnai | 71 (1049 m) | 71 (1049 m) |
| 34. | Radviliškis–Šilėnai | 59 (879 m) | 59 (877 m) |
| 35. | Radviliškis–Jonaitiškiai | 67 (992 m) | 67 (995 m) |
| 36. | Jonaitiškiai–Šilėniai | 59 (879 m) | 59 (877 m) |
| 37. | Šilėnai–Šiauliai | 57 (847 m) | 57 (855 m) |
| 38. | State border –Joniškis–Šiauliai | 57 (847 m) | 57 (855 m) |
| 39. | Šiauliai–Kužiai | 57 (847 m) | 57 (855 m) |
| 40. | Kužiai–Akmenė | 57 (857 m) | 58 (862 m) |
| 41. | Akmenė–Mažeikiai | 68 (1003 m) | 68 (1004 m) |
| 42. | Mažeikiai–Bugeniai | 59 (875 m) | 59 (874 m) |

| No. | Title of Railway Line | Length of the train uni according to the length of the tracks of the railway stations on the railway line (contract railcars and (or) meters) | |
|---|---|---|---|
| | | Odd traffic direction | Even traffic direction |
| 43. | Mažeikiai– State border | 68 (1003 m) | 68 (1004 m) |
| 44. | Akmenė–Alkiškiai | 67 (988 m) | 67 (988 m) |
| 45. | Kužiai–Klaipėda | 57 (844 m) | 57 (844 m) |
| 46. | Klaipėda–Rimkai | 64 (952 m) | 63 (940 m) |
| 47. | Rimkai–Draugystė | 74 (1082 m) | 73 (1081 m) |
| 48. | Jonaitiškiai–Pagėgiai | 53 (794 m) | 53 (794 m) |
| 49. | Pagėgiai– State border | 53 (794 m) | 53 (794 m) |
| 50. | Pagėgiai–Rimkai | 53 (794 m) | 53 (794 m) |
| 51. | Jonaitiškiai–Pagėgiai–Rimkai (without entering Pagėgiai station) | 58 (870 m) | 58 (869 m) |

On routes consisting of more than one of the sections specified in this Annex, the maximum train length shall be determined by reference to the sections with the lowest maximum length.

## 3. PRELIMINARY CAPACITIES OF RAILWAY LINES (INTERMEDIATE STATIONS)

| Title of railway line | Title of the intermediate station | Number of main tracks | Signalling and network devices | Maximum capacity (number of trains in odd traffic direction/even traffic direction) |
|---|---|---|---|---|
| **Mockava–Joniškis–Meitenė (LV)** | | | | |
| Mockava–Kazlų Rūda | Mockava–Šeštokai | 1 | PAB | 31/31 |
| | Šeštokai–Kalvarija | | | 18/18 |
| | Kalvarija–Marijampolė | | | 27/27 |
| | Marijampolė–Vinčai | | | 34/34 |
| | Vinčai–Kazlų Rūda | | | 45/45 |
| Kazlų Rūda–Jiesia | Kazlų Rūda–Mauručiai | 2 | AB | 155/155 |
| | Mauručiai–Jiesia | | | 139/157 |
| Jiesia–Palemonas (through Rokai) | Jiesia–Rokai | 1 | AB | 55/55 |
| | Rokai–Palemonas | | | 49/49 |
| Jiesia–Palemonas (through Kaunas) | Jiesia–Kaunas | 2 | AB | 121/135 |
| | Kaunas–Palemonas | | | 81/81 |
| | Kaunas (through tunnel–2,632 km) | 1 | | 81/81 |
| Palemonas–Gaižiūnai | Palemonas–Kalnėnai | 1 | PAB | 31/31 |
| | Kalnėnai–Gaižiūnai | | | 30/30 |
| Gaižiūnai–Radviliškis | Gaižiūnai–Jonava | 1 | AB | 54/54 |
| | Jonava–Žeimiai | 2 | | 198/198 |
| | Žeimiai–Lukšiai | 1 | | 40/40 |
| | Lukšiai–Šilainiai | 2 | | 173/135 |
| | Šilainiai–Kėdainiai | 1 | | 63/63 |
| | Kėdainiai–Dotnuva | 2 | | 139/179 |
| | Dotnuva–Gudžiūnai | | | 135/173 |
| | Gudžiūnai–Baisogala | | | 135/173 |
| | Baisogala–Gimbogala | | | 121/152 |
| | Gimbogala–Radviliškis (Linkaičiai) | 1 | | 45/45 |
| Radviliškis–Šiauliai | Radviliškis (AIK3)–Šilėnai | 2 | AB | 304/202 |
| | Šilėnai–Zokniai | | | 207/248 |
| | Zokniai–Šiauliai | | | 248/248 |
| Šiauliai–Meitenė (LV) | Šiauliai–Gubernija | 1 | AB | 52/52 |
| | Gubernija–Meškuičiai | | PAB | 30/30 |
| | Meškuičiai–Joniškis | | | 22/22 |
| | Joniškis–Meitenė (LV) | | | 24/24 |
| **Trakiškiai (PL)–Mockava–Palemonas (1435)** | | | | |
| Trakiškiai (PL)–Mockava | Trakiškiai–Mockava | 1 | PAB | 23/23 |
| Mockava–Šeštokai | Mockava–Šeštokai | | | 12/12 |
| Šeštokai–Kazlų Rūda | Šeštokai–(Kalvarija)–Marijampolė | | Phone connection | 8/8 |
| | Marijampolė–(Vinčai)–Kazlų Rūda | | | 11/11 |
| Kazlų Rūda–Palemonas | Kazlų Rūda–(Mauručiai)–Jiesia–Kaunas | | | 9/9 |
| | Kaunas–Palemonas | | | 9/9 |
| **Radviliškis–Pagėgiai–Sovetskas (RU)** | | | | |
| | Radviliškis–Jonaitiškiai | 1 | AB | 37/37 |

| Title of railway line | Title of the intermediate station | Number of main tracks | Signalling and network devices | Maximum capacity (number of trains in odd traffic direction/even traffic direction) |
|---|---|---|---|---|
| Radviliškis–Sovetskas (RU) | Jonaitiškiai–Tytuvėnai | | PAB | 21/21 |
| | Tytuvėnai–Viduklė | | | 19/19 |
| | Viduklė–Batakiai–Tauragė | | | 15/15 |
| | Tauragė–Lauksargiai – Pagėgiai | | | 17/17 |
| | Pagėgiai–Sovetskas (RU) | | | 43/43 |
| **Gudagojis (BY)–Kena–Klaipėda** | | | | |
| Gudagojis (BY)–Vilnius | Gudagojis (BY)–Kena | 2 | AB | 177/155 |
| | Kena–Kyviškės | | | 248/155 |
| | Kyviškės–Naujoji Vilnia | | | 248/155 |
| | Naujoji Vilnia–Vilnius | | | 179/157 |
| Kyviškės–Vaidotai | Kyviškės–Valčiūnai | 2 | AB | 125/125 |
| | Valčiūnai–Vaidotai (LNR, LR) | | | 138/95 |
| Vilnius–Lentvaris | Vilnius–Paneriai | 2 | AB | 157/179 |
| | Paneriai–Lentvaris | | | 155/207 |
| Paneriai–Vaidotai | Paneriai–Vaidotai (GD) | 2 | AB | 124/124 |
| | Paneriai–Vaidotai (L) | 1 | | 62/62 |
| Lentvaris–Kaišiadorys | Lentvaris–Vievis | 2 | AB | 153/112 |
| | Vievis–Žasliai | | | 153/135 |
| | Žasliai–Kaišiadorys | | | 149/108 |
| Kaišiadorys-Gaižiūnai | Kaišiadorys– Gaižiūnai | 2 | AB | 170/132 |
| Gaižiūnai–Radviliškis | Gaižiūnai–Jonava | 1 | AB | 54/54 |
| | Jonava–Žeimiai | 2 | | 198/198 |
| | Žeimiai–Lukšiai | 1 | | 40/40 |
| | Lukšiai–Šilainiai | 2 | | 173/135 |
| | Šilainiai–Kėdainiai | 1 | | 63/63 |
| | Kėdainiai–Dotnuva | 2 | | 139/179 |
| | Dotnuva–Gudžiūnai | | | 135/173 |
| | Gudžiūnai–Baisogala | | | 135/173 |
| | Baisogala–Gimbogala | | | 121/152 |
| | Gimbogala–Radviliškis (Linkaičiai) | 1 | | 45/45 |
| Radviliškis–Šiauliai | Radviliškis (AIK3)–Šilėnai | 2 | AB | 304/202 |
| | Šilėnai–Zokniai | | | 207/248 |
| | Zokniai–Šiauliai | | | 248/248 |
| Šiauliai–Klaipėda | Šiauliai-Kužiai | 2 | AB | 248/155 |
| | Kužiai–Pavenčiai | 1 | | 39/39 |
| | Pavenčiai–BP | | | 36/36 |
| | BP–Raudėnai (2,5 km) | 2 | | 155/155 |
| | Raudėnai–Tryškiai | 1 | | 48/48 |
| | Tryškiai–Dūseikiai | | | 50/50 |
| | Dūseikiai–BP | | | 40/40 |
| | BP–Telšiai (4 km) | 2 | | 207/207 |
| | Telšiai–Lieplaukė | 1 | | 202/202 |
| | Lieplaukė–Tarvainiai | | | 34/34 |
| | Tarvainiai–Plungė | | | 36/36 |
| | Plungė–Šateikiai | | | 26/26 |
| | Šateikiai–Kūlupėnai | | | 35/35 |
| | Kūlupėnai–BP (8 km) | 2 | | 207/207 |
| | BP- Kretinga | 1 | | 40/40 |
| | Kretinga–Kretingalė | | | 77/77 |
| | Kretingalė–Giruliai | | | 56/56 |
| | Giruliai–Klaipėda | | | 69/69 |

| Title of railway line | Title of the intermediate station | Number of main tracks | Signalling and network devices | Maximum capacity (number of trains in odd traffic direction/even traffic direction) |
|---|---|---|---|---|
| **Černyševskoje (RU)–Kybartai–Kaišiadorys** | | | | |
| Černyševskoje (RU)–Kazlų Rūda | Černyševskoje (RU)–Kybartai | 2 | AB | 124/124 |
| | Kybartai–Vilkaviškis | | | 155/155 |
| | Vilkaviškis–Pilviškiai | | | 155/155 |
| | Pilviškiai–Kazlų Rūda | | | 155/155 |
| Kazlų Rūda–Jiesia | Kazlų Rūda–Mauručiai | 2 | AB | 155/155 |
| | Mauručiai–Jiesia | | | 139/157 |
| Jiesia–Palemonas (through Rokus) | Jiesia–Rokai | 1 | AB | 55/55 |
| | Rokai–Palemonas | | | 49/49 |
| Jiesia–Palemonas (through Kauną) | Jiesia–Kaunas | 2 | AB | 121/135 |
| | Kaunas–Palemonas | | | 81/81 |
| Palemonas–Kaišiadorys | Palemonas–Pravieniškės | 2 | AB | 158/127 |
| | Pravieniškės–Kaišiadorys | | | 248/155 |
| **Naujoji Vilnia–Turmantas–Kurcumas (LV)** | | | | |
| Naujoji Vilnia–Turmantas–Kurcumas (LV) | Naujoji Vilnia–Bezdonys | 2 | PAB | 41/54 |
| | Bezdonys–Pabradė | 1 | | 21/21 |
| | Pabradė–Švenčionėliai | | | 18/18 |
| | Švenčionėliai–Ignalina | | | 21/21 |
| | Ignalina–Dūkštas | | | 20/20 |
| | Dūkštas–Turmantas | | | 20/20 |
| | Turmantas–Kurcumas (LV) | | AB | 37/37 |
| **Vaidotai–Stasylos–Benekainys (BY)** | | | | |
| Vaidotai–Stasylos–Benekainys (BY) | Vaidotai–Valčiūnai | 1 | AB | 59/59 |
| | Valčiūnai–Jašiūnai | | | 33/33 |
| | Jašiūnai–Stasylos | | | 26/26 |
| | Stasylos–Benekainys (BY) | | | 39/39 |
| **Lentvaris–Marcinkonys** | | | | |
| Lentvaris–Marcinkonys | Lentvaris–Senieji Trakai | 2 | AB | 159/181 |
| | Senieji Trakai–Rūdiškės | 1 | PAB | 33/33 |
| | Rūdiškės–Valkininkai | | | 26/26 |
| | Valkininkai–Matuizos | | | 41/41 |
| | Matuizos–Varėna | | | 28/28 |
| | Varėna–Marcinkonys | | | 19/19 |
| **Kužiai–Bugeniai** | | | | |
| Kužiai–Bugeniai (Rengė) | Kužiai–Kuršėnai | 1 | AB | 40/40 |
| | Kuršėnai–Papilė | | | 25/25 |
| | Papilė–Akmenė | | | 44/44 |
| | Akmenė–Viekšniai | | | 33/33 |
| | Viekšniai–Mažeikiai | | | 32/32 |
| | Mažeikiai–Venta | | | 41/41 |
| | Venta–Bugeniai | | | 57/57 |
| | Mažeikiai–Rengė (LV) | 1 | PAB | 5/5 |
| **Radviliškis–Rokiškis–Eglainė (LV)** | | | | |
| Radviliškis–Rokiškis–Eglainė (LV) | Radviliškis (Linkaičiai)-Šeduva | 1 | PAB | 29/29 |
| | Šeduva–Gustonys | | | 22/22 |
| | Gustonys–Panevėžys | | | 36/36 |
| | Panevėžys–Subačius | | | 22/22 |
| | Subačius–Kupiškis | | | 26/26 |
| | Kupiškis–Skapiškis | | | 36/36 |
| | Skapiškis–Rokiškis | | | 20/20 |
| | Rokiškis–Eglainė (LV) | | | 15/15 |

| Title of railway line | Title of the intermediate station | Number of main tracks | Signalling and network devices | Maximum capacity (number of trains in odd traffic direction/even traffic direction) |
|---|---|---|---|---|
| **Klaipėda–Pagėgiai** | | | | |
| Klaipėda–Pagėgiai | Klaipėda–Rimkai | 1 | AB | 38/38 |
| | Rimkai–Draugystė | | | 74/74 |
| | Rimkai–Vilkyčiai | | PAB | 29/29 |
| | Vilkyčiai–Šilutė | | | 29/29 |
| | Šilutė–Stoniškiai | | | 25/25 |
| | Stoniškiai–Pagėgiai | | | 38/38 |

## RAILWAY LINE CAPACITIES IN THE TEN-T NETWORK

| Network | Railway Line | Number of Main Tracks | Maximum Capacity in the Network (number of trains – odd traffic direction / even traffic direction) |
|---|---|---|---|
| Core Network | **1520 mm gauge** | | |
| | Kyviškės–Vaidotai–Paneriai | 1 | 62/62 |
| | | 2 | 124/124 |
| | Vilnius–Kaišiadorys | 2 | 149/108 |
| | Kaišiadorys–Gaižiūnai | 2 | 170/132 |
| | Gaižiūnai–Radviliškis | 1 | 40/40 |
| | | 2 | 121/152 |
| | Radviliškis–Šiauliai | 2 | 207/248 |
| | Šiauliai–Klaipėda | 2 | 155/155 |
| | | 1 | 26/26 |
| | Kaišiadorys–Palemonas | 2 | 158/127 |
| | Palemonas–Kaunas–Kybartai–State border (RU) | 2 | 81/81 |
| | Palemonas–Rokai–Kybartai–State border (RU) | 1 | 49/49 |
| Core extend Network | **1 435 mm gauge** | | |
| | State border (PL)–Kazlų Rūda | 1 | 8/8 |
| | Kazlų Rūda–Kaunas | 1 | 9/9 |
| | Kazlų Rūda–Palemonas | | |
| | **1520 mm gauge** | | |
| | State border (PL)–Kazlų Rūda | 1 | 18/18 |
| | Kazlų.Rūda–Kaunas | 1 | 81/81 |
| | Kazlų Rūda–Palemonas | 1 | 49/49 |
| | Palemonas –Gaižiūnai | 1 | 30/30 |
| | Gaižiūnai–Radviliškis | 1 | 40/40 |
| | | 2 | 121/152 |
| | Radviliškis–Šiauliai | 2 | 207/248 |
| | Šiauliai – State border (LV) | 1 | 22/22 |
| Comprehensive Network | **1 520 mm gauge** | | |
| | State border (BY)–Vilnius | 2 | 177/155 |
| | Radviliškis–Pagėgiai–Valstybės siena (RU) | 1 | 15/15 |
| | Klaipėda–Pagėgiai | 1 | 25/25 |
| | Naujoji Vilnia–Turmantas– State border (LV) | 1 | 18/18 |
| | Lentvaris–Marcinkonys | 1 | 19/19 |
| | Vaidotai–Stasylos– State border (BY) | 1 | 26/26 |

| | | | |
|---|---|---|---|
| | Radviliškis–Rokiškis– State border (LV) | 1 | 15/15 |

## 4. MASS OF TRAINSETS USED TO DETERMINE THE PRELIMINARY CAPACITIES OF RAILWAY LINES (INTERMEDIATE STATIONS)

| No. | Title of the Railway Line | Preliminary mass of the train set (t)[2] | | Locomotive |
|---|---|---|---|---|
| | | Nelyginė eismo kryptis | Even traffic direction | |
| **1435 mm gauge** | | | | |
| 1. | Palemonas–Kaunas–Šeštokai | 2000 | 2200 | M62K |
| 2. | Šeštokai–Mockava–Trakiškiai | 2500 | 2500 | M62K |
| **1520 mm gauge** | | | | |
| 1. | Maladzyechna –Kena | 3700 | 5000 | ER20CF |
| 2. | Vaidotai–Lyda | 2300 | 4700 | ER20CF |
| 3. | Kena–Vaidotai (through Valčiūnai by-pass traffic) | 4000 | 4000 | ER20CF |
| 4. | Kena–Vilnius–Vaidotai (Paneriai Track G) | 4500 | 4500 | ER20CF |
| 5. | Kena–Vaidotai–Kybartai– Chernyakhovsk (through Valčiūnai by-pass traffic) | 4000 | 4000 | ER20CF |
| 6. | Vaidotai–Kybartai– Chernyakhovsk | 4500 | 4000 | ER20CF |
| 7. | Kena–Vilnius–Kybartai– Chernyakhovsk | 4500 | 4000 | ER20CF |
| 8. | Kena–Vaidotai–Radviliškis (through Valčiūnai by-pass traffic) | 4000 | 4000 | ER20CF |
| 9. | Vaidotai, (Paneriai)–Radviliškis | 4500 | 4500 | ER20CF |
| 10. | Kena–Vilnius–Radviliškis | 4500 | 4500 | ER20CF |
| 11. | Vaidotai–Palemonas | 4800 | 4000 | ER20CF |
| 12. | Palemonas–Radviliškis | 4500 | 5000 | ER20CF |
| 13. | Radviliškis–Klaipėda, Draugystė (through Kužiai station) | 4800 | 3600 | ER20CF |
| 14. | Daugpilis–Radviliškis | 3400 | 3200 | ER20CF |
| 15. | Jelgava–Radviliškis | 3400 | 5000 | ER20CF |
| 16. | Radviliškis–Sovetsk | 3000 | 2700 | ER20CF |
| 17. | Radviliškis–Draugystė, Klaipėda (through Pagėgiai station.) | 3000 | 2700 | ER20CF |
| 18. | Radviliškis–Bugeniai | 4800 | 4500 | ER20CF |
| 19. | Bugeniai–Klaipėda, Draugystė (through Kužiai station) | 4500 | 3600 | ER20CF |
| 20. | Gaižiūnai, Šilainiai–Klaipėda, Draugystė (through Kužiai station) | 4500 | 3600 | ER20CF |
| 21. | Šilainiai–Draugystė (through Pagėgiai station) | 3000 | 2700 | ER20CF |
| 22. | Kena–Vilnius–Kirtimai–Vaidotai | 2600 | 4000 | ER20CF |
| 23. | Palemonas–Rokai–Kybartai | 4500 | 4500 | ER20CF |
| 24. | Kena–Vaidotai–Panerai | 4000 | 4000 | ER20CF |
| 25. | Jelgava–Rengė–Bugeniai | 3900 | 5500 | ER20CF |
| 26. | Daugpilis–Naujiosji Vilnia–Paneriai–Vaidotai | 4000 | 4000 | ER20CF |
| 27. | Palemonas–Šeštokai–Mockava | 3500 | 4000 | ER20CF |
| 28. | Radviliškis–Pakruojas–Petrašiūnai | 3400 | 3400 | ER20CF |
| 29. | Paneriai–Rokai–Kybartai | 4500 | 4000 | ER20CF |
| 30. | Paneriai, Vaidotai–Marcinkonys | 3600 | 4000 | ER20CF |
| 31. | Jonava–Rizgonys | 2100 | 3800 | ER20CF |
| 32. | Šeštokai–Alytus | 2600 | 5600 | ER20CF |
| 33. | Utena–Švenčionėliai | 2500 | 3000 | ER20CF |

[2]The preliminary mass of trainsets has been calculated based on the specified locomotive's technical characteristics, taking into account the technical line capacity and considering the anticipated capacity constraints

## 5. STATIONS AND STOPS FOR THE EMBARKATION AND DISEMBARKATION OF PASSENGERS ANDT THE LENGTHS AND HEIGHTS OF PLATFORMS THEREOF

| Station / Half station | Track | Platform length (m) | Platform height (mm) |
|---|---|---|---|
| Akmenė | Next to track I | 60 | 200 |
| Alksnėnai | Next to track I | 105 | 200 |
| Alksnėnai | Next to track II | 105 | 200 |
| Alvitas | Next to track I | 137 | 200 |
| Alvitas | Next to track II | 110 | 200 |
| Bagotoji | Next to track I | 100 | 200 |
| Bagotoji | Next to track II | 100 | 200 |
| Baisogala | Next to track 1 | 165 | 200 |
| Baisogala | Between tracks II and III | 116 | 200 |
| Bajorai | Next to track II | 138 | 200 |
| Baltamiškis | Next to an odd track | 160 | 200 |
| Baltamiškis | Next to an even track | 120 | 200 |
| Bebruliškė | Next to track I | 156 | 200 |
| Bezdonys | Next to track I | 117 | 200 |
| Bezdonys | Between tracks I and II | 117 | 200 |
| Bygailiai | Next to track I | 80 | 200 |
| Būdviečiai | Next to track I | 155 | 200 |
| Dituva | | 22 | 550 |
| Dotnuva | Next to track II | 153 | 200 |
| Dotnuva | Between tracks I and II | 153 | 200 |
| Dūkštas | Next to track 1 | 180 | 200 |
| Dūkštas | Between tracks 2 and I | 401 | 200 |
| Durpynas | Next to track I | 105 | 200 |
| Durpynas | Next to track II | 105 | 200 |
| Dūseikiai | Next to track I | 105 | 200 |
| Electrodepot (Naujoji Vilnia–Kena) | Next to an odd track | 120 | 200 |
| Electrodepot (Naujoji Vilnia–Kena) | Next to an even track | 121 | 200 |
| Electrodepot (Naujoji Vilnia–Turmantas) | Next to an odd track | 120 | 200 |
| Electrodepot (Naujoji Vilnia–Turmantas) | Next to an even track | 120 | 200 |
| Gaižiūnai | Between tracks XI and 12 | 200 | 200 |
| Garliava | Next to track I | 153 | 200 |
| Garliava | Between tracks II and IIIEU | 154 | 200 |
| Gerkonys | | 108 | 200 |
| Gimbogala | Next to track I | 127 | 200 |
| Gimbogala | Between tracks I and II | 127 | 200 |
| Giruliai | Next to track I | 247 | 200 |
| Giruliai | Between tracks I and II | 247 | 200 |
| Gružeikiai | | 22 | 550 |
| Gudžiūnai | Next to track I | 123 | 200 |
| Gudžiūnai | Between tracks I and II | 123 | 200 |
| Gustonys | Next to track I | 109 | 200 |
| Ignalina | Next to track I | 344 | 200 |
| Ignalina | Between tracks 2 and I | 249 | 200 |
| Jašiūnai | Next to track 3 | 150 | 200 |
| Jiesia | Next to track I | 100 | 200 |
| Jonava | Between tracks I and II | 259 | 200 |
| Jonava | Next to track 4 | 138 | 200 |
| Joniškis | Next to track 1 | 131 | 200 |
| Joniškis | Between tracks 1 and II | 199 | 200 |
| Juodšiliai | Next to track IIBK | 120 | 200 |
| Jūrė | Next to track I | 150 | 200 |
| Jūrė | Between tracks II and IIIEU | 150 | 550 |
| Kaišiadorys | Between tracks I and II | 206 | 200 |
| Kaišiadorys | Next to track III | 322 | 200 |

| Station / Half station | Track | Platform length (m) | Platform height (mm) |
|---|---|---|---|
| Kalnėnai | Between tracks 1 and II | 160 | 200 |
| Kalnėnai | Next to track 1 | 106 | 200 |
| Kalotė | Next to track I | 100 | 200 |
| Kalotė | Between tracks I and II | 100 | 200 |
| Kalvarija | Between tracks IEU and II | 150 | 200 |
| Kalviai | | 120 | 200 |
| Karčiupis | Next to track I | 202 | 200 |
| Karčiupis | Next to track II | 202 | 200 |
| Kariotiškės | Prie nelyginio kelio | 179 | 200 |
| Kariotiškės | Prie lyginio kelio | 120 | 200 |
| Karsakiškis | Next to track I | 26 | 200 |
| Kaugonys | Next to track I | 120 | 200 |
| Kaugonys | Next to track II | 120 | 200 |
| Kaunas | Between tracks II and 3 | 465 | 200 |
| Kaunas | Next to track 11 | 145 | 200 |
| Kaunas | Between tracks I and 12 | 487 | 200 |
| Kaunas | Between 7EU and 8EU | 204 | 550 |
| Kaunas | Next to track 25A | 101 | 200 |
| Kazlų Rūda | Next to track IB | 150 | 200 |
| Kazlų Rūda | Between tracks II and 3 | 121 | 200 |
| Kazlų Rūda | Between tracks IV and 3 | 158 | 200 |
| Kazlų Rūda | Between tracks VIIEU and 9EU | 150 | 550 |
| Kėdainiai | Next to track 1 | 261 | 200 |
| Kėdainiai | Between tracks 1 and II | 261 | 200 |
| Kena | Next to track 4 | 407 | 200 |
| Kena | Between tracks I and II | 407 | 200 |
| Kidarai | | 120 | 200 |
| Kirtimai | Between tracks I and 3 | 121 | 200 |
| Kybartai | Next to track I | 498 | 200 |
| Kybartai | Next to track II | 500 | 200 |
| Kybartai | Between tracks II and 6 | 464 | 200 |
| Kyviškės | Next to track 3 | 195 | 200 |
| Klaipėda | Next to track I | 404 | 200 |
| Klaipėda | Between tracks I and II | 360 | 200 |
| Klepočiai | | 120 | 200 |
| Kretinga | Next to track 1 | 305 | 200 |
| Kretinga | Between tracks 1 and II | 249 | 200 |
| Kretingalė | Next to track I | 152 | 200 |
| Kretingalė | Between tracks I and II | 146 | 200 |
| Kukorai | Next to track I | 61 | 200 |
| Kūlupėnai | Next to track II | 120 | 200 |
| Kupiškis | Next to track 1 | 100 | 200 |
| Kuršėnai | Next to track I | 100 | 200 |
| Kutiškiai | Next to track II | 105 | 200 |
| Kutiškiai | Next to track I | 105 | 200 |
| Kužiai | Next to track 3 | 179 | 200 |
| Kužiai | Between tracks II and 4 | 178 | 200 |
| Laba | | 128 | 200 |
| Labučiai | | 84 | 200 |
| Lazdėnai | Next to an odd track | 160 | 200 |
| Lazdėnai | Next to an even track | 120 | 200 |
| Lentvaris | Next to track II | 170 | 200 |
| Lentvaris | Between tracks 3 and I | 163 | 200 |
| Lentvaris | Between tracks 4 and VI | 169 | 200 |
| Lentvaris | Between tracks 7 and V | 149 | 200 |
| Lieplaukė | Next to track 3 | 110 | 200 |
| Lobiniai | | 100 | 200 |
| Lukšiai | Next to track I | 122 | 200 |
| Lukšiai | Next to track II | 122 | 200 |
| Mankiškiai | Next to track I | 99 | 200 |
| Mankiškiai | Next to track II | 99 | 200 |
| Marcinkonys | Next to track II | 250 | 200 |
| Marcinkonys | Between tracks I and II | 253 | 200 |

| Station / Half station | Track | Platform length (m) | Platform height (mm) |
|---|---|---|---|
| Marijampolė | Next to track 1 | 173 | 200 |
| Marijampolė | Between tracks 1 and II | 164 | 200 |
| Marijampolė | Between tracks IVEU and 5EU | 169 | 550 |
| Matuizos | Next to track 4 | 264 | 200 |
| Matuizos | Between tracks 4 and I | 247 | 200 |
| Mauručiai | Next to track IIIEU | 32 | 200 |
| Mauručiai | Between tracks I and II | 150 | 200 |
| Mažeikiai | Next to track I | 176 | 200 |
| Meškučiai | Next to track 1 | 150 | 200 |
| Meškuičiai | Next to track 2 | 66 | 200 |
| Mickūnai | Next to an odd track | 120 | 200 |
| Mickūnai | Next to an even track | 120 | 200 |
| Miliai | Next to track I | 150 | 200 |
| Miškiniai | | 120 | 200 |
| Mockava | Next to track 3 | 166 | 200 |
| Mockava | Between tracks I and IIEU | 166 | 550 |
| Naujiena | Next to track I | 150 | 200 |
| Naujoji Vilnia (Naujoji Vilnia–Kena) | Between tracks VIA and VA | 175 | 200 |
| Naujoji Vilnia (Naujoji Vilnia–Turmantas) | Between tracks 4A and IIA | 180 | 200 |
| Naujoji Vilnia (Naujoji Vilnia–Turmantas) | Between tracks 21 and I | 337 | 200 |
| Airport | | 100 | 200 |
| Pabališkiai | Between tracks II and IIIEU | 155 | 200 |
| Pabališkiai | Next to track 4 | 155 | 550 |
| Pabradė | Between tracks 2 and I | 121 | 200 |
| Pabradė | Next to track 1 | 241 | 200 |
| Pagėgiai | Next to track I | 149 | 200 |
| Pagiriai | Next to track II | 220 | 200 |
| Pagiriai | Between tracks II and IIIEU | 220 | 200 |
| Pailgis | | 291 | 200 |
| Pakenė | Next to an odd track | 120 | 200 |
| Pakenė | Next to an even track | 120 | 200 |
| Pakretuonė | | 100 | 200 |
| Palemonas | between tracks LIV and 52 | 120 | 200 |
| Palemonas | between tracks LVI and 58 | 263 | 200 |
| Palemonas | Between tracks LV and LVI | 120 | 200 |
| Pamerkiai | | 120 | 200 |
| Pamieris | Next to track I | 110 | 200 |
| Pamieris | Next to track II | 120 | 200 |
| Panemunėlis | Next to main track I | 100 | 200 |
| Paneriai | Next to track 1 | 257 | 200 |
| Paneriai | Between tracks III and IV | 256 | 200 |
| Panevėžys | Next to track 1 | 100 | 200 |
| Panevėžys | Between tracks 1 and II | 101 | 200 |
| Papilė | Next to track I | 126 | 200 |
| Parudaminys | | 120 | 200 |
| Pavenčiai | Between tracks 1 and II | 116 | 200 |
| Pavenčiai | Next to track 1 | 120 | 200 |
| Pavilnys | Next to an odd track | 182 | 200 |
| Pavilnys | Next to an even track | 183 | 200 |
| Pažeimenė | | 120 | 200 |
| Pilviškiai | Between tracks I and II | 145 | 200 |
| Pilviškiai | Next to track II | 121 | 200 |
| Plungė | Next to track 1 | 216 | 200 |
| Plungė | Between tracks 1 and II | 216 | 200 |
| Pravieniškės | between tracks I and II | 234 | 200 |
| Pravieniškės | next to track II | 231 | 200 |
| Priekulė | Next to track I | 186 | 200 |
| Radviliškis | Next to track IV of RRC Post | 71 | 200 |

| Station / Half station | Track | Platform length (m) | Platform height (mm) |
|---|---|---|---|
| Radviliškis | Next to track IIA of RRC Post | 64,7 | 200 |
| Radviliškis | Passenger yard next to track I | 512,3 | 200 |
| Radviliškis | Passenger yard between tracks II and 6A | 302,5 | 200 |
| Radžiūnai | | 98 | 200 |
| Raudėnai | Next to track I | 110 | 200 |
| Rimkai | Between tracks 3 and I | 120 | 200 |
| Rimkai | Next to track 3 | 38 | 200 |
| Rykantai | Next to an odd track | 160 | 200 |
| Rykantai | Next to an even track | 120 | 200 |
| Rokiškis | Next to track 1 | 98 | 200 |
| Rūdiškės | Next to track 1 | 141 | 200 |
| Rūdiškės | Between tracks 1 and II | 120 | 200 |
| Santaka | | 128 | 200 |
| Sausiai | Next to an odd track | 160 | 200 |
| Sausiai | Next to an even track | 120 | 200 |
| Senieji Trakai | Next to track II | 122 | 200 |
| Senieji Trakai | Between tracks 3 and I | 120 | 200 |
| Skapiškis | Next to track 1 | 100 | 200 |
| Skersabaliai | | 166 | 200 |
| Sodai | Next to track I | 100 | 200 |
| Sodai | Next to track II | 100 | 200 |
| Stasylos | next to track 2 | 510 | 200 |
| Stasylos | Between tracks 2 and I | 510 | 200 |
| Stoniškiai | Between tracks 2 and I | 158 | 200 |
| Stoniškiai | next to track 2 | 205 | 200 |
| Subačius | Next to track 1 | 219 | 200 |
| Suvalkėliai | Next to track I | 150 | 200 |
| Šateikiai | Next to track 1 | 190 | 200 |
| Šeduva | Next to track 5 | 50 | 200 |
| Šeduva | Between tracks 2 and I | 80 | 200 |
| Šeštokai | Next to track 7EU | 214 | 200 |
| Šeštokai | Next to track 10 | 53 | 200 |
| Šiauliai | Next to track I | 424 | 200 |
| Šiauliai | Between tracks II and 3 | 355 | 200 |
| Šilainiai | Next to track II | 119 | 200 |
| Šilainiai | Next to track I | 119 | 200 |
| Šilėnai | Between tracks I and II | 180 | 200 |
| Šilutė | Next to track 1 | 171 | 200 |
| Škleriai | | 120 | 200 |
| Švenčionėliai | Next to track 4 | 336 | 200 |
| Švenčionėliai | Between tracks 4 and I | 336 | 200 |
| Tarvainiai | Next to track 2 | 116 | 200 |
| Tauragė | Next to track 1 | 253 | 200 |
| Telšiai | Next to track I | 303 | 200 |
| Telšiai | Between tracks I and II | 210 | 200 |
| Terešiškės | | 120 | 200 |
| Tindžiuliai | | 80 | 200 |
| Tytuvėnai | Next to track 5 | 82 | 200 |
| Trakai | Next to track I | 120 | 200 |
| Tryškiai | Next to track I | 120 | 200 |
| Turgalaukis | Next to track I | 150 | 200 |
| Turmantas | Next to track 1 | 147 | 200 |
| Turmantas | Between tracks 2 and III | 400 | 200 |
| Utena | Next to track 2 | 201 | 200 |
| Vaidotai | Next to track IID | 30 | 200 |
| Vaidotai | Next to track IB | 30 | 200 |
| Vaidotai | Next to track IIV | 102 | 200 |
| Vaidotai | Between tracks IB and 312 | 171 | 200 |
| Valčiūnai | Next to track 4 | 150 | 200 |
| Valkininkai | Between tracks 2 and I | 120 | 200 |
| Valkininkai | Next to track 2 | 119 | 200 |

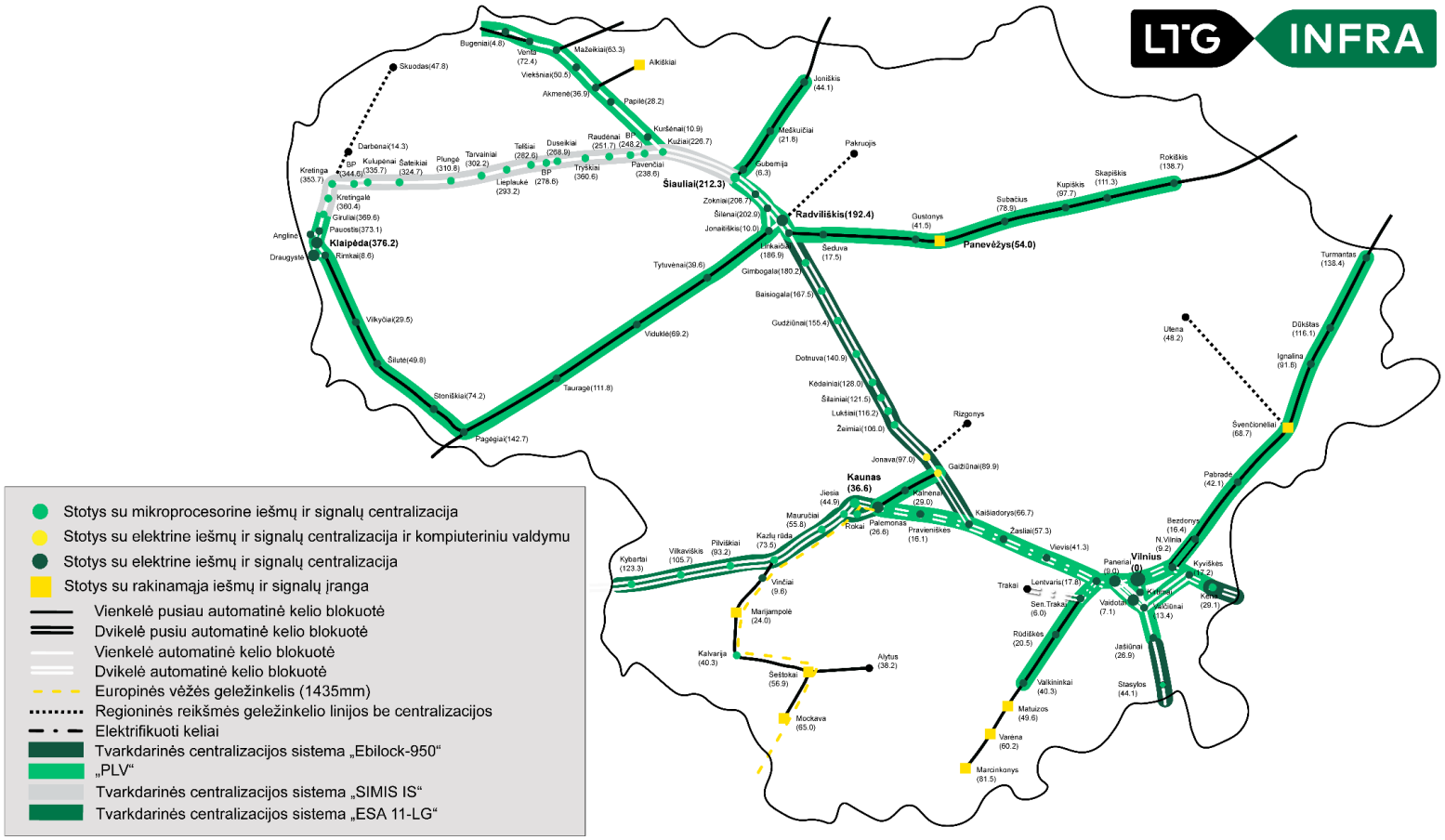
| Station / Half station | Track | Platform length (m) | Platform height (mm) |
|---|---|---|---|
| Varėna | Next to track 1 | 173 | 200 |
| Varėna | Between tracks 1 and II | 173 | 200 |
| Venta | Next to track 5 | 30 | 200 |
| Viduklė | Next to track 2 | 136 | 200 |
| Viekšniai | Next to track 3 | 100 | 200 |
| Vievis | Next to track 4 | 130 | 200 |
| Vievis | Between tracks I and II | 160 | 200 |
| Vilkaviškis | Between tracks I and IIB | 137 | 200 |
| Vilkaviškis | Next to track IIB | 138 | 200 |
| Vilkyčiai | Next to track I | 137 | 200 |
| Vilnius | Next to track 1 | 554 | 200 |
| Vilnius | between tracks 3 and IV | 490 | 200 |
| Vilnius | Between tracks 5 and 7 | 502 | 200 |
| Vilnius | Between tracks 7 and 9 | 604 | 200 |
| Vilnius | Between tracks 12 and X | 529 | 200 |
| Vinčai | Next to track IIB | 150 | 200 |
| Visaginas | | 439 | 200 |
| Vokė | Next to an odd track | 160 | 200 |
| Vokė | Next to an even track | 160 | 200 |
| Voveriškiai | Next to track I | 24 | 200 |
| Voveriškiai | Next to track II | 27 | 200 |
| Zervynos | | 100 | 200 |
| Žasliai | Track 4 | 160 | 200 |
| Žasliai | Between tracks I and II | 160 | 200 |
| Žeimena | | 120 | 200 |
| Žeimiai | Next to track 3 | 145 | 200 |
| Žeimiai | Between tracks I and II | 182 | 200 |

**Note:** The Railway undertaking (carrier) shall comply with the requirements set out in Section 2.3.8 of the Network Statement in order to operate longer trains than allocated in the decision of the Infrastructure manager of Public Railway Infrastructure.

# 6. LIST OF CRUCIAL SLOPES

| No. | Title of the Railway Line | Crucial Slope, ‰ | | Note |
|---|---|---|---|---|
| | | Odd Direction | Even Direction | |
| 1. | State border – Rokiškis – Radviliškis | 13,3 | 13,7 | |
| 2. | State border – Joniškis – Šiauliai | 3,7 | 8,4 | |
| 3. | State border - Mažeikiai – Bugeniai | 8,4 | 8,9 | |
| 4. | Radviliškis–Mažeikiai–Bugeniai | 8,4 | 8,9 | |
| 5. | Radviliškis–Klaipėda | 9,7 | 8,1 | |
| 6. | Radviliškis – Pagėgiai – State border (Sovetsk) | 11,2 | 10,5 | |
| 7. | Radviliškis–Kaišiadorys | 7,0 | 8,1 | |
| 8. | Klaipėda – Skuodas – State border | 8,1 | 6,8 | |
| 9. | Pagėgiai–Klaipėda | 4,5 | 6,3 | |
| 10. | Kaunas–Kybartai | 5,4 | 5,0 | |
| 11. | Palemonas–Rokai–Jiesia | 7,0 | 5,5 | |
| 12. | Palemonas–Gaižiūnai | 5,2 | 5,9 | |
| 13. | Kazlų Rūda–Alytus | 7,1 | 8,8 | |
| 14. | Kaunas–Vilnius | 5,3 | 5,0 | |
| 15. | Vilnius–Stasylos–State border | 12,3 | 7,9 | |
| 16. | Lentvaris – Marcinkonys – State border | 5,9 | 6,9 | |
| 17. | Vilnius–Kena–State border | 10,4 | 9,2 | |
| 18. | Vilnius–Turmantas–State border | 6,5 | 6,1 | |
| 19. | Vaidotai - Paneriai track G 3+805.7 - 6+628.8km (from Vaidotai station switch No. 407K to Paneriai station switch No.12K) | 5,0 | 0,0 | |
| 20. | Vaidotai - Paneriai tracks I and D 0+000 - 7+196.4 km (from the axis of Vaidotai EC post to Paneriai station switch No. 2K) | 4,7 | 5,9 | |
| 21. | Vaidotai - Paneriai tracks II and L 0+000 - 6+769.2 km (from the axis of Vaidotai EC post to Paneriai station switch No. 8K) | 5,8 | 4,8 | |
| 22. | Vaidotai – Valčiūnai I, LVR, Valčiūnų station track III 0+000 - 4+986.0km (from Vaidotai station EC post to Valčiūnai station switch No. 8) | 0,3 | 12,1 | |
| 23. | Vaidotai - Valčiūnai II, LR and tracks 0+000 - 4+010.0 km (from Vaidotai station EC post to Valčiūnai station switch No. 25K) | 7,9 | – | |
| 24. | Vaidotai - Valčiūnai V, LNR 0+224.2 - 3+797.7 km (from Vaidotai station switch No. 90K to Valčiūnai station switch No. 29K) | 7,8 | 0,1 | |
| 25. | Švenčionėliai–Utena | 2,7 | 7,3 | |
| 26. | Senieji Trakai–Trakai | 0,6 | 7,5 | |
| 27. | Valčiūnai–Kyviškės | 7,0 | 5,7 | |

# 7. ARRANGEMENT OF SIGNALLING SYSTEM ON THE RAILWAY NETWORK



## 8. ARRANGEMENT OF POSTS FOR AUTOMATIC CONTROL MEASURES (RAKP) OF THE TECHNICAL CONDITION OF ROLLING STOCK OF A RUNNING TRAIN

| No. | Name of the intermediate station | RSACM number | Functions (*) | Track |
|---|---|---|---|---|
| 1. | Gaižiūnai–Jonava | KP 201 | AĮ-UR | – |
| 2. | Šilainiai–Kėdainiai | KP 202 | AĮ-UR | – |
| 3. | Dotnuva–Gudžiūnai | KP 203 | AĮ-UR | I |
| | | | | II |
| 4. | Gimbogala–Radviliškis | KP 204 | AĮ-UR-RRP | – |
| 5. | Radviliškis–Šilėnai | KP 205 | AĮ-UR | I |
| | | | | II |
| 6. | Šiauliai–Kužiai | KP 206 | AĮ-UR | I |
| | | | | II |
| 7. | Raudėnai–Tryškiai | KP 207 | AĮ-UR | – |
| 8. | Telšiai–Lieplaukė | KP 208 | AĮ-UR | I |
| | | | | II |
| 9. | Plungė–Šateikiai | KP 209 | AĮ-UR | – |
| 10. | Kūlupėnai–Kretinga | KP 210 | AĮ-UR | – |
| 11. | Giruliai–Pauostis | KP 211 | AĮ-UR-RRP | – |
| 12. | Kyviškės–Valčiūnai | KP 101 | AĮ-UR | I |
| | | | | II |
| 13. | Lentvaris–Vievis | KP 102 | AĮ-UR | I |
| | | | | II |
| 14. | Žasliai–Kaišiadorys | KP 103 | AĮ-UR-RRP | I |
| | | | | II |
| 15. | Pravieniškės–Palemonas | KP 104 | AĮ-UR | I |
| | | | | II |
| 16. | Mauručiai–Kazlų Rūda | KP 105 | AĮ-UR | I |
| | | | | II |
| 17. | Kazlų Rūda–Pilviškiai | KP 106 | AĮ-UR | I |
| | | | | II |
| 18. | Vilkaviškis–Kybartai | KP 107 | AĮ-UR-RRP | I |
| | | | | II |
| 19. | Papilė–Akmenė | KP 301 | AĮ-UR | – |
| 20. | Mažeikiai–Venta | KP 302 | AĮ-UR | – |
| 21. | Gubernija–Meškuičiai | KP 601 | AĮ-UR | – |
| 22. | Joniškis– State border | KP 602 | AĮ-UR-RRP | – |
| 23. | Rimkai–Vilkyčiai | KP 406 | AĮ-UR-RRP | – |
| 24. | Vilkyčiai–Šilutė | KP 405 | AĮ-UR | – |
| 25. | Marijampolė–Kalvarija | KP 901 | AĮ-UR | – |
| 26. | Rūdiškės–Valkininkai | KP 804 | AĮ-UR | – |
| 27. | Valčiūnai–Jašiūnai | KP 802 | AĮ-UR | – |
| 28. | Stasylos– State border | KP 803 | AĮ-UR-RRP | – |
| 29. | Kena– State border | KP 801 | AĮ-UR-RRP | – |
| 30. | Jonaitiškiai–Tytuvėnai | KP 401 | AĮ-UR | – |
| 31. | Viduklė–Tauragė | KP 402 | AĮ-UR | – |
| 32. | Viduklė–Tauragė | KP 403 | AĮ-UR | – |
| 33. | Tauragė–Pagėgiai | KP 404 | AĮ-UR | – |
| 34. | Radviliškis–Šeduva | KP 501 | AĮ-UR | – |
| 35. | Gustonys–Panevėžys | KP 502 | AĮ-UR | – |
| 36. | Subačius–Kupiškis | KP 503 | AĮ-UR | – |
| 37. | Skapiškis–Rokiškis | KP 504 | AĮ-UR | – |
| 38. | Rokiškis– State border | KP 505 | AĮ-UR-RRP | – |
| 39. | Bezdonys–Pabradė | KP 701 | AĮ-UR | – |
| 40. | Pabradė–Švenčionėliai | KP 702 | AĮ-UR | – |
| 41. | Ignalina–Dūkštas | KP 703 | AĮ-UR | – |

| No. | Name of the intermediate station | RSACM number | Functions (*) | Track |
|---|---|---|---|---|
| 42. | Dūkštas–Turmantas | KP 704 | AĮ-UR-RRP | – |

* **AĮ subsystem** – RSACM subsystem controlling the temperature of rolling stock axle boxes and axle neck;
**UR subsystem** – RSACM subsystem controlling the wheel temperature of rolling stock;
**RRP subsystem** – the RSACM subsystem controlling the force exerted by the wheels of rolling stock on the rails;

## 9. APPLICATION FOR THE RESERVATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY FOR THE CONSTRUCTION, REPAIR, AND/OR MAINTENANCE OF PUBLIC RAILWAY INFRASTRUCTURE

| 1 | 2 | 3 | 4 | | 5 | | 7 | | 8 | | 9 | 10 | 6 | 11 | 12 | 13 | 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Line | Track number | Intermediate station/station | | Year | | Exact date(s) | | Time | | Duration of one traffic break | Number of traffic breaks | Days of the week on which the Works will be performed | Type (stopping traffic, speed limit, etc.) | Time of day | Was the traffic break publicised within the set deadlines (Yes / No) | Reason for restriction |
| | | | Start | End | From | Until | Date from | Date until | Time from | Time until | Hrs. | Pcs. | | | Day / night | | |
| *1.* | *Pavyzdys* | *Vienkelis* | *Livintai* | *Gaižiūnai* | *2020* | *2020* | *2020-08-31* | *2020-10-03* | *08:00* | *16:00* | *8* | *30* | *1, 2, 3, 4, 5, 6, 7* | *All trains stop running* | *Day* | *Yes* | *Intermediate station Livintai-Gaižiūrai (78+098 - 89+949 km) reconstruction works Preparatory works for the installation of arch culverts/ installation of poles* |

# 10. FORM FOR APPLICATION FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY, LATE APPLICATION FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY AND AD-HOC PATH REQUEST FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY AND/OR USE OF TRAIN PATH

Viešosios geležinkelių infrastruktūros valdytojui

Paraiška skirti viešosios geležinkelių infrastruktūros pajėgumus

**Pareiškėjas** Geležinkelio įmonė (Vežėjas)

**Paraiškos Tipas** Paskutinės minutės

**Paraiškos Nr.**

**Pareiškėjo pavadinimas:**

**Juridinio asmens kodas:**

**Pareiškėjo vadovo arba jo įgalioto asmens vardas ir pavardė:**

**Telefono numeris:**

| Traukinio maršrutas | | | | | Planuojamas traukinio važiavimo periodas | | | | | | | | | | | | Traukinio techninės charakteristikos | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Pradinė geležinkelio stotis | Galinė geležinkelio stotis | Geležinkelių transporto paslaugos, kurioms prašoma pajėgumų | Sustojimai ir tarpinės geležinkelio stotys, jų pageidaujama trukmė (min.) | Sustojimo tikslas | Traukinio važiavimo pradžios data | Traukinio važiavimo pabaigos data | Pr | An | Tr | Ke | Pn | Št | Sk | Papildomos važiavimo dienos | Nevažiavimo dienos | Pageidaujamas išvykimo laikas | Traukinio tipas | Vėžės plotis | Traukinio ilgis | Traukinio masė | Traukos riedmenys | Traukos riedmenų kiekis traukos režime | Pastabos |
| | | | | | | | | | | | | | | | | | | | | | | | |
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## 11. DATA REQUIRED TO ASSESS AND DETERMINE WHETHER RAILWAY UNDERTAKINGS (CARRIERS) OPERATING IN THE RELEVANT SEGMENTS OF THE RAIL TRANSPORT MARKET CAN PAY SURCHARGES[3]

| Period | Customer of the Railway Undertaking (Carrier) | Multimodal transportation/ Non-multimodal transportation (completed by providing passenger and baggage transportation services) | Direction | Combined nomenclature code (based on 6 digits) (not filled in when providing passenger and baggage transportation services) | Quantity, tkm gross | Quantity, tkm net (not filled in when providing passenger and baggage transportation services) |
|---|---|---|---|---|---|---|
| ***Specify: [month-year]*** | *Specify: [customer [name]* | *Specify: [Multimodal or non-multimodal]* | *Specify: [Local; EU; Non-EU; transit]* | *Specify: [CN code]* | *Specify: [Volumes, gross tkm]* | *Specify: [Volumes, tkm neto]* |
| | | | | | | |

[4] As specified in Article 4 of the Regulation, 'Costs not included in the calculation of direct costs of train operations'

## 12. FORM OF THE AGREEMENT FOR THE USE OF PUBLIC RAILWAY INFRASTRUCTURE

[date of conclusion] No [number of agreement]
Vilnius

**LTG Infra AB,** legal entity code – 305202934, whose registered office is at Geležinkelio g. 2, LT-02100 Vilnius, represented by [position, name, surname], acting in accordance with [basis of representation and its details, e.g. company's Articles of Association, director's authorisation, etc.] (hereinafter – the **Manager**),

and

**[Company Name]**, legal entity code – [company code], with its registered office at [registered office address], railway undertaking licence No. [number] (issued by [specify date of issuance and issuing authority]), Part A of Safety Certificate No. [number] (issued by [specify date of issuance and issuing authority]) and Part B of Safety Certificate No. [number] (issued on [specify the date of issuance and the issuing authority]), International Union of Railways (UIC) code (RICS) [code], represented by [position, first name and surname], acting pursuant to [basis of representation and related details, e.g., articles of incorporation, director's power of attorney, etc.], (Carrier or Repair Company (hereinafter referred to as the **Recipient**),

Whereas:

(a) The Manager is appointed in accordance with Article 23(1) of the Railway Transport Code of the Republic of Lithuania to perform the functions of the manager of public railway infrastructure and is an undertaking of importance to ensuring national security, while public railway infrastructure is an infrastructure of strategic importance for ensuring national security;

(b) The Recipient seeks to use public railway infrastructure and understands that the compliance of the Recipient and/or the Agreement for the Use of Public Railway Infrastructure concluded with the Recipient with the interests of national security may be assessed in accordance with the procedure established by the Republic of Lithuania Law on the Protection of Objects Critical for National Security;

(c) The Recipient has submitted or is seeking to submit an application for the allocation of public railway infrastructure capacity and/or an Ad-Hoc Path Request to the Manager;

The Manager and the Recipient, hereinafter collectively referred to as the **Parties**, and each individually as the **Party**,

have entered into the Agreement for the Use of Public Railway Infrastructure (hereinafter – the **Agreement**) as follows:

### 1. TERMS AND ABBREVIATIONS

1.1. For the purposes and convenience of this Agreement, the following terms and abbreviations shall apply:

1.1.1. **Declaration** means a declaration signed by the Manager of the Recipient or their authorised person in accordance with the standard form established by the Manager and specified in the Public Railway Infrastructure Network Statement for Annual Working Timetable (hereinafter – the **Network Statement**), and submitted to the Manager in cases and under the procedure set out in the Network Statement, including consent to the Manager's right to conduct an appropriate documentary check in order to verify the correctness and authenticity of the submitted Declaration. In the event of an individually determined need, it may be requested to submit an additional free-form declaration that other obligations arising from the performance of duties provided for in the Republic of Lithuania Law on International Sanctions and its implementing legal acts, or after the verification of compliance of the Agreement and/or the Recipient with national security interests cases and under the procedure provided for in the legal acts of the Republic of Lithuania, shall be complied with.

1.1.2. **RTC** means the Railway Transport Code of the Republic of Lithuania;

1.1.3. **Infrastructure** means the public railway infrastructure;

1.1.4. **Local operating rules established by the Manager** are published on the Manager's website (address: https://ltginfra.lt/infrastruktura/ntd/);

1.1.5. **Capacity** means the capacity of public railway infrastructure;

1.1.6. **Sanctions** has the same meaning as defined in the Manager's internal documents published on the Manager's website (address: LTG_Infra);

1.1.7. **Station Book** means a document setting out the procedure for the use of the technical equipment of the railway station, the safe and uninterrupted reception, departure and passage of trains through the railway station, as well as the establishment of safe shunting and working conditions;

1.1.8. **SMS** means the railway traffic safety management system;

1.1.9. **Services** means the services constituting the minimum package of access to the Infrastructure and/or use of the Infrastructure to provide transit services.

1.2. Other terms used in the Agreement and/or in annexes hereto are understood and interpreted as they are defined in the laws of the Republic of Lithuania and other legal acts in force on the date of signing the Agreement, regulating railway transport activities.

## 2. SUBJECT MATTER OF THE AGREEMENT

2.1. Under this Agreement, the Manager shall grant the Recipient the right to use the Infrastructure by utilizing the Capacity allocated to the Recipient [and/or train routes necessary to travel to and from the Works Site] and to provide the services comprising the minimum Infrastructure access package in accordance with applications for Capacity allocation, Late applications and last-minute applications, or applications for train paths, if any are submitted, [year]–[year] during the validity period of the service train schedule.

2.2. The terms and conditions set forth in this Agreement for the Recipient shall apply in accordance with the Recipient's business activities (passenger transport, baggage transport, freight transport, or other).

## 3. LICENCES, PERMITS, OTHER WARRANTIES

3.1. **The Recipient undertakes** to ensure that during the entire validity period of the service train schedule for which the Capacity is allocated to the Recipient:

3.1.1. If the Recipient is a carrier, the Recipient must hold a valid railway undertaking (carrier) licence;

3.1.2. The Recipient must hold a valid Safety Certificate (Parts A and B) or General Safety Certificate;

3.1.3. The property interests of the Recipient shall be covered by compulsory civil liability insurance, the conditions of which fully comply with the activities carried out in accordance with the Agreement and the requirements of the RTC and other legal acts;

3.1.4. The rolling stock and/or self-propelled rolling stock (hereinafter – **rolling stock**) legally managed and/or used by the Recipient are registered, valid permits have been issued for the rolling stock, allowing their use in the territory of the Republic of Lithuania, and the maintenance of such rolling stock is carried out in accordance with the procedure established by legal acts;

3.1.5. The Recipient's train drivers shall hold valid train driver licences and train driver certificates duly issued in accordance with applicable laws and regulations and/or documents granting the right to operate rolling stock, issued in third countries and recognised in accordance with applicable laws and regulations. Other employees of the Recipient who perform tasks critical to ensuring traffic safety, must meet the qualification requirements for employees performing these tasks as established in the railway traffic safety management systems. According to the European Union legislation, including CommissionImplementing Regulation (EU) 2019/773, employees performing tasks critical to ensuring traffic safety must also comply with the language proficiency requirements specified in this regulation and detailed in the traffic safety management systems of infrastructure managers and railway undertakings (carriers).

3.1.6. The Recipient shall use controls and procedures to ensure compliance with the Sanctions, including, but not limited to, that the Recipient: shall ensure verification of its business partners and transactions for potential Sanctions restrictions and the application of control measures for all parties involved in the transaction, shall not engage in activities that would avoid the implementation of the Sanctions or create conditions for their circumvention, obtain all licenses, permits and/or any other consents and shall provide all notifications, if and when required under the legal acts governing the Sanctions, cooperate with the Manager in order to implement the Sanctions and ensure verification and control of their implementation. The Recipient undertakes to provide the Manager with information related to violations of the implementation of Sanctions without delay or no later than within the time limits set in the Network Statement, as far as this is not prohibited by the relevant legal acts;

3.1.7. The Recipient shall comply with the approvals specified in the Declaration throughout the validity period of the Agreement and ensure that the information provided in the Declaration is current, and in case of changes, immediately, but no later than within 2 (two) working days from the occurrence of changes, inform the Manager about the provided information changes that will become known to them;

3.1.8. If the Recipient engages in international rail freight transport of cargo on a 1,520 mm gauge railway network, it must: be listed in Annex 5 to the Agreement on International Rail Freight Transport (SMGS); and have concluded valid agreements necessary to carry out the specified transport operations.

## 4. LOCAL OPERATING RULES AND GUIDELINES ESTABLISHED BY THE MANAGER

4.1. **The Recipient undertakes,** when using the Capacity, to comply with the requirements of the local operating rules established by the Manager, which govern the use of the Infrastructure. The Recipient confirms that it is familiar with the local operating rules established by the Manager and agrees to their application with respect to the Recipient. The Recipient confirms that it understands and agrees that the local operating rules established by the Manager, which the Manager may unilaterally amend without the Recipient's consent, except in the cases provided for in Section 4.2 of the Agreement. **The Manager undertakes** to notify the Recipient in writing of any changes to the local operating rules established by the Manager no later than 5 (five) business days before the effective date of such changes, but no later than is reasonably necessary to implement the amended local operating rules established by the Manager that are set to take effect.

4.2. In the event that the local operating rules established by the Manager are to be adopted, or an amendment to the local operating rules established by the Manager governing the use of the Infrastructure is to be adopted, that determine the allocation of responsibilities and/or functions between the Recipient and the Manager and/or are related thereto, **the Manager undertakes** to consult with the Recipient in accordance with the rules for consultation with railway undertakings (carriers), applicants, and other persons, approved by the Manager and published on the Manager's website (address: https://ltginfra.lt/infrastruktura/viesosios-konsultacijos/). The Manager undertakes to notify the Recipient of any local operating rules established by the Manager that have been approved, as well as (or) any amendments thereto no later than 5 (five) business days from the date of the amendment to or approval of the local operating rules established by the Manager.

4.3. **The Manager undertakes** to publish the local operating rules established by the Manager, as well as drafts and amendments thereto, on the Manager's website (address: https://ltginfra.lt/infrastruktura/ntd).

4.4. **The Recipient undertakes** to, when using the allocated Capacity, to comply with the Station Books and temporary traffic management instructions, which are provided to the Recipient via the email address specified in Section 17.6 of the Agreement. The Recipient shall confirm to the Manager, via the email address specified in Section 17.6 of the Agreement, receipt of the Station Logs and the temporary traffic control instructions.

4.5. **The Recipient undertakes** to comply with the instructions of all competent state authorities related to the use of the Infrastructure and the safety of railway traffic in a timely manner, and immediately, but no later than within 2 (two) working days inform the Manager about such instructions, decisions, resolutions, conclusions that may affect the Recipient's rights to use the Infrastructure and/or the performance of this Agreement.

4.6. **The Recipient undertakes** to comply with the instructions and requirements provided by the Manager's train traffic coordinators, railway station attendants, other employees authorised by the Manager, in accordance with their competence, necessary to ensure the proper use of the Infrastructure and the safety of railway transport traffic and to fulfill the conditions for concluding the Agreement.

4.7. **The Recipient undertakes** not to prevent the Manager from implementing the powers and rights granted by the directly applicable legal acts of the European Union, the laws of the Republic of Lithuania and/or other legal acts and the Agreement.

## 5. RAILWAY TRAFFIC SAFETY MANAGEMENT SYSTEM

5.1. **The Recipient undertakes** to have an SMS prepared in accordance with the legal acts of the Republic of Lithuania.

5.2. When preparing, implementing and/or improving its own SMS, the **Recipient undertakes** to cooperate with the Manager on measures that must be sufficient for compatibility with the measures provided for by the Manager's SMS:

5.2.1. measures relating to the exchange of information and cooperation regarding railway traffic safety (operational information, including information on permanent and/or temporary train traffic restrictions, rail vehicles, infrastructure failures, information related to transported cargo, including the freight transport of dangerous and oversized cargo, and/or passengers, and the carriage of baggage; ensuring the interoperability of information systems; and ensuring the adoption of amendments to or new local operational rules established by the Manager);

5.2.2. measures used in emergency reporting and emergency management (emergency reporting schemes, liquidation and investigation procedures for the consequences of emergencies occurring in the Infrastructure, joint test organisation of emergency management plans);

5.2.3. measures applied in the execution and implementation of directly applicable European Union legislation, laws of the Republic of Lithuania, and/or other legal acts, the local operating rules established by the Manager (ensuring the technical compatibility of rolling stock and infrastructure, technical maintenance of rolling stock, pre-operation inspections of rolling stock on railway tracks operated by the Manager, train consist formation and/or train dispatch, formation, and operation, etc.);

5.2.4. measures applied in the management of risks that may arise during the implementation of the measures for which cooperation is carried out (identification of risks, determination of control measures for risk management, selection of responsible persons);

5.2.5. procedures for practical training of persons wishing to obtain train driver's certificates, ensuring the most suitable practical training volume in terms of railway traffic safety.

5.3. In order to ensure the safe use of the railway system and the control of risks to the safety of railway transport, **the Parties hereby undertake** to exchange information related to the implementation of their SMS, to coordinate essential changes to the SMS, and, if necessary, to organise meetings and/or consultations to discuss problematic issues of the SMS.

## 6. EMPLOYEES OF THE RECIPIENT

6.1. **The Parties hereby undertake** to ensure that their employees (or hired third parties or their employees), whose work is directly or indirectly related to rail traffic, meet the requirements of directly applicable legal acts of the European Union, laws of the Republic of Lithuania and other legal acts regulating rail transport activities, especially related to rail traffic safety, including having the qualifications, health status and language skills required for this job.

6.2. **The Recipient undertakes** to make the Station Book available against signature to employees of the Recipient who have to use it at work and to other natural persons used for the Recipient's activities and to ensure, that the employees of the Recipient are informed in accordance with the requirements of the legal acts about the requirements of the legal acts necessary for the implementation of the Agreement and/or their amendments and to ensure that the employees comply with them when performing their functions.

6.3. **The Recipient hereby assumes responsibility** for its employees to whom it grants access to the Recipient's account on the Manager's electronic services portal InfraGo (hereinafter – **InfraGo**), and that these employees are authorized to act on behalf of the Company when ordering Services and/or entering information into the InfraGo.

## 7. ENSURING MAINTENANCE OF ROLLING STOCK

7.1. **The Recipient undertakes** to use only technically sound rolling stock, the technical condition of which must meet the technical and operational requirements of the directly applicable legal acts of the European Union, laws and other legal acts of the Republic of Lithuania and the Manager, including, but not limited to, the requirement that the relevant rolling stock alarms and security devices, communication and other devices must be aligned with the parameters of the Infrastructure.

7.2. **The Recipient undertakes to:**

7.2.1. Use in the Infrastructure only those rolling stock which is included in the list "Traction rolling stock" in the InfraGo customer account;

7.2.2. Inform the Manager in writing of the intention to put into service traction rolling stock that is not included in the Manager's InfraGo locomotive model database at least 10 (ten) working days before the planned start of its operation on the Infrastructure;

7.2.3. Special self-propelled railway vehicles added to an InfraGo customer account must have valid vehicle inspection reports. The procedure and standard form for issuing the testing certificate are included in the current version of the Rules for the Organisation and Performance of the Technical Condition Test of Traction Rolling Stock. The Rules are published on the Manager's website (address: https://ltginfra.lt/infrastruktura/ntd/, Annex 1).

7.2.4. Ensure the maintenance of rolling stock and the operation of the devices installed in them as stipulated in legal acts.

7.3. **The Parties hereby undertake** to cooperate in order to ensure that the Recipient uses technically sound traction rolling stock in the the Infrastructure.

## 8. TRAIN TRAFFIC, PROVISION OF RELATED INFORMATION AND REPORTS

8.1. **The Recipient undertakes**, if the point of departure for the Recipient's train is within the territory of the Republic of Lithuania, to complete the InfraGo Readiness-to-Carry Plan Form and submit it to the Manager. If it is not technically possible to complete the InfraGo Readiness-to-Carry Plan Form, the Recipient must submit

the completed Daily Train Departure Form (Annex 2 to the Agreement) via the email address specified in Section 17.3 of the Agreement.

8.2. **The Recipient undertakes** to submit the train sheet to the station duty officer of the initial railway station in the Republic of Lithuania at least one hour before the train's departure from that station, by email or other means of data transmission. When a train departs from the territory of another country to the Republic of Lithuania, the train ticket must be submitted at least one hour before the arrival of the train to the Republic of Lithuania to the attendant of the first railway station located across the state border of the Republic of Lithuania, by e-mail or by other means of data transmission. The train sheet must be properly completed in accordance with the Train Sheet Completion Guidelines (70/E), approved by the Manager and published on the Manager's website (address: https://ltginfra.lt/infrastruktura/ntd/). The Recipient undertakes to provide additional information about the cargo being transported on the waybill, specifying the Combined Nomenclature codes. The Manager shall provide the Recipient with the contact information for the railway stations where the Train Sheet is submitted via email upon execution of the Agreement.

8.1[1]**. The Recipient undertakes** to submit the data to the Manager prior to the departure of the train by filling in the train sheet form on the InfraGo in accordance with the Network Statement:

8.1.1[1] if the originating railway station of the Recipient's train is located within the territory of the Republic of Lithuania – no later than 3 (three) hours before departure from the originating railway station;

8.1.2[1] if a train departs from or arrives in the territory of another country to the Republic of Lithuania – no later than 3 (three) hours before the train's arrival at the first railway station within the territory of the Republic of Lithuania.

8.2[1] If necessary, should the Recipient need to amend the train sheet that has been completed in accordance with the deadlines specified in Sections 8.1.1[1] and 8.1.2[1] of the Agreement and submitted to the Manager, the Recipient may make such corrections no later than 1 (one) hour before the scheduled train departure, except in cases where these changes do not comply with the planned Capacity characteristics.

8.2.1[1]. If it is not technically possible to fill out the train sheet form in the InfraGo (or in the Recipient's own information systems), the Recipient shall submit the completed train sheet form (the form is available on the Manager's website at https://ltginfra.lt/infrastruktura/ntd/) no later than 3 (three) hours before the train departs from the railway station in the Republic of Lithuania, to the duty officer at that railway station; or, if the train is departing from or entering the territory of another country into the Republic of Lithuania, to the duty officer at the first railway station located after crossing the state border of the Republic of Lithuania, via email.

8.3. **The Recipient undertakes** that, in all cases where the trip is terminated early, i.e., after traveling only a portion of the booked capacity and being unable to continue the remaining portion of the trip, to immediately notify the Manager of the unplanned termination of the trip by filling out the Unplanned Trip Termination Form in the InfraGo system, or, if InfraGo is unavailable, by email: evc@ltginfra.lt or by phone: +370 669 57 697.

8.4. If **the Recipient** is a carrier, it **must ensure** that the railcars comprising the entire train consist of the goods that the Recipient delivers to the railway station are, no later than 24 hours after their delivery:

8.4.1. transferred to a company that shunts, or;

8.4.2. stored in railway service facilities. If the Recipient decides to keep its rolling stock at the railway service facilities managed by the Manager, the Recipient's rolling stock shall be kept in accordance with the agreement for the provision of services at railway service facilities entered into between the Recipient and the Manager. The Recipient, after having entered into an agreement for the provision of services at railway service facilities shall submit a service purchase order verbally, by contacting a railway station employee via shunting radio or GSM-R radio, and if that is not possible, by email in accordance with the procedure established in the Description of Railway Service Facilities approved by the Manager); or

8.4.3. removed from the Infrastructure or railway service facilities managed by the Manager by other means.

8.5. If the train goes to the final railway station in order to store the entire train set or part of it on the tracks of the railway station for more than 24 (twenty-four) hours, the Recipient, which has a valid Agreement for the Provision of Services in Railway Service Facilities, in accordance with the procedure established by the Description of Railway Service Facilities, approved by the Manager.

8.6. If the Recipient fails to vacate the Infrastructure in the manner specified in Section 8.4 (if the Recipient is a carrier) or Section 8.5 of the Agreement within 24 (twenty-four) hours after the use of the Capacity allocated to it and/or fails to enter into a service agreement for the provision of services at railway facilities, the Manager, after notifying the Recipient of an additional 24 (twenty-four) hour period granted to the Recipient, shall have the right to move the Recipient's rolling stock to an available railway track operated by the Manager, where the presence of the Recipient's rolling stock will not interfere with the Manager's operations. **The**

**Recipient undertakes** to reimburse the Manager's expenses incurred due to the transportation of rolling stock specified in this clause.

8.7. The Manager shall carry out the preparation and correction of the data of electronic maps for rolling stock safety systems necessary for the control of the trains of the Recipient in the Infrastructure and ensures the correctness of the prepared or corrected data. If the rolling stock safety system used by the Recipient is not compatible with the Manager's software, the Recipient shall provide the Manager with the software (tools) necessary for the creation of these maps. **The Recipient undertakes** to ensure that train operators on each of its trains are able to transmit and/or receive information from the Manager via GSM-R communication.

8.8. **The Manager undertakes** to provide the Recipient with a summary of the allocated (used and unused) Capacity no later than 1 (one) business day after the end of the reporting month.

8.9. **The Recipient undertakes** to submit to the Manager, no later than within 2 (two) business days after the end of the reporting month, in a format agreed upon with the Manager (in electronic format or via other data exchange methods agreed upon with the Manager), a completed Monthly Report on Actual Trips.

8.10. **The Manager undertakes**, together with the decision on the fee for the minimum access package to the public railway infrastructure, "Calculation of the Amounts of Charges for Allocated but Unused Public Railway Infrastructure Capacity", to submit to the Recipient a report on the use of the allocated public railway infrastructure capacity.

**8.9.[1] The Manager undertakes** to use the Billing Management System (BMS) to provide the Recipient with information on the use of Allocated Public Railway Infrastructure Capacity no later than within 2 (two) business days after the end of the reporting month.

8.11. **The Manager undertakes** to provide the Recipient with monthly summary reports on canceled and delayed trains in accordance with the procedures established by the system for improving the performance of the rail network developed by the Manager, and, upon the Recipient's request and with the Manager's consent, reports covering a shorter period.

8.12. **The Parties undertake** to cooperate with the Manager in the use of automatic control measures for the technical condition of rolling stock of a moving train, in the event of vehicle breakdowns being detected during the operation of the Recipient' trains or the fact that due to a violation of the requirements of legal acts regulating the freight and/or passenger transport by rail and/or railway transport traffic, violation of requirements, or in other cases where there is a threat to the safety of railway traffic, but in all cases provided for in this clause of the Agreement, train traffic is not disrupted:

8.12.1. The Manager shall make a decision regarding the further management of train traffic in accordance with the procedures established by law, while the Recipient shall make a decision regarding the management of the train;

8.12.2. The Manager shall immediately notify the Recipient's authorized representative, as specified in Section 17.7 of the Agreement, of this incident by telephone or email using the telephone number specified in Section 17.7 of the Agreement, who must arrive at the location specified by the Manager within a period of no more than 6 (six) hours as specified by the Manager and must immediately take measures to remedy the identified non-conformities;

8.12.3. If the Recipient's authorised person does not arrive at the place specified by the Manager at the time specified by the Manager, or in case of failure to contact the Recipient's authorised person, or if the Recipient's authorised person does not immediately take measures to eliminate discrepancies, the Manager shall inform the Lithuanian Transport Safety Administration in accordance with the procedure established by legal acts and, if necessary, withdraws the Recipient's rolling stock from the Infrastructure in accordance with the procedure specified in Clause 10.7 of the Agreement, demanding that other railway undertakings (carriers) provide it with the resources (personnel, finance and/or facilities) necessary to restore normal rail traffic as soon as possible. **The Recipient undertakes** to reimburse the Manager's expenses incurred due to the withdrawal of rolling stock specified in this clause.

8.13. The notification procedure specified in Clause 8.12.2 of the Agreement also applies in cases where the actions or omissions of the Recipient's train drivers or other employees whose work is directly or indirectly related to railway traffic allows the Manager to assume that the health status of these persons does not meet the legal requirements.

8.14. If, in the cases specified in Sections 8.12 and 8.13 of the Agreement, where the Manager's assumption regarding the identified non-conformities is confirmed, the licenses of other Recipients engaged in freight transport or passenger transportation, as well as companies traveling to and from the site of infrastructure construction, repair, and/or maintenance work (repair companies), are canceled or delayed, the requirements of the railway network performance improvement system developed by the Manager shall apply.

8.15. In the event of disruption of railway traffic in the cases provided for in Article 29[8](1) of the RTC, the Manager shall take all necessary measures to restore the normal situation, if necessary, the Manager shall demand that railway undertakings (carriers) and companies that go to and from the construction, repair and/or

maintenance sites of railway infrastructure objects, would provide the Manager with the resources (personnel, finance and/or facilities) necessary to restore normal railway traffic as soon as possible. In the case of the request of the Manager provided for in this clause of the Agreement, when this request was given by the Manager:

8.15.1. due to the Recipient's fault, and pursuant to Article 298(3) of the RTC, the Manager reimbursed the railway undertaking (carrier) or the company involved in the construction, repair, and/or technical maintenance of railway infrastructure facilities, and the costs incurred by the Manager in providing resources (personnel, financial funds, and/or equipment) to the Recipient, the Recipient undertakes to reimburse the Manager for these expenses within 2 (two) months from the date of receipt of the Manager's invoice;

8.15.2. due to the fault of the Manager or third parties, and the Manager had requested that the Recipient provide it with resources (personnel, financial funds, and/or equipment), the Manager undertakes to reimburse the Recipient for the expenses incurred in providing such resources within 2 (two) months from the date of receipt of the Recipient's invoice.

8.16. If, in the cases specified in Section 8.15 of the Agreement, the Recipient requires access to the technical assistance facilities operated by the Manager in order to restore the normal situation, such access shall be granted to the Recipient only if the Recipient has entered into a binding agreement with the Manager for the purpose of obtaining such access, pursuant to Article 302(1) of the RTC.

## 9. RESTRICTIONS ON THE RIGHT TO USE THE INFRASTRUCTURE

9.1. **The Manager undertakes** to ensure that the quality of the Infrastructure meets the requirements set out in the directly applicable legal acts of the European Union and the legal acts of the Republic of Lithuania and is suitable for the activities of the Recipient.

9.2. In order to properly implement this obligation, the Manager shall have the right to perform Infrastructure repair works.

9.3. Regarding infrastructure maintenance, modernization, expansion, and other work that will result in the cancellation of the Recipient's trains or changes to their routes and schedules, **the Manager undertakes** to inform the Recipient in accordance with the Rules for Granting and Implementing Railway Traffic Interruptions, approved by the Manager and published on the Manager's website (address: https://doc.ltginfra.lt/lt/infrastruktura/NTD/EV07_eismo_pertrauku_taisykles.pdf), in accordance with the established procedure.

9.4. In order to reduce the negative impact caused by Infrastructure maintenance works on the Recipient, **the Manager undertakes** to take objectively possible measures to offer the Recipient another train departure time in accordance with the procedure established by the Network Statement. If the maintenance, renewal, extension and other works on the Infrastructure do not result in a change in the running time of a train in the working timetable, as agreed between the Manager and the Recipient, the procedures set out in the Manager's performance improvement scheme for the rail network shall apply.

9.5. When the train of the Recipient cannot run according to the order established in the working timetable, the Manager shall determine the priority of passing trains in accordance with Clause 18.9 of the Regulations for the Technical Use of Railways approved by the Minister of Transport and Communications of the Republic of Lithuania.

9.6. In the event of a railway accident (hereinafter – an **accident**), a serious railway accident (hereinafter – **a serious accident**), a railway incident (hereinafter – **an incident**), and when it is absolutely necessary due to a technical failure, restrictions on the use of Capacity allocated to the Recipient shall apply as provided for in the Network Code.

## 10. LIQUIDATION OF ACCIDENTS, INCIDENTS, TECHNICAL FAILURES AND THEIR CONSEQUENCES

10.1. In the event of an accident, disaster or incident, the **Recipient**, upon receipt of the Manager's request, shall immediately, but no later than within 3 (three) working days from receipt of the request, **undertake** to provide all data, including personal data, required to fill in the accident, disaster or incident report in accordance with the requirements of the laws of the Republic of Lithuania and other legal acts regulating the operation of railway transport.

10.2. The consequences of accidents, disasters or incidents shall be liquidated in accordance with the Emergency Management Plan approved by the Manager.

10.3. Employees of the Recipient related to an accident, disaster or incident shall immediately inform the Manager's responsible employees in accordance with the Emergency Notification Scheme approved by the Manager. Other employees of the Recipient, who have witnessed an accident, disaster or incident, shall immediately inform the emergency services about it at the emergency number.

10.4. When a train is forced to stop at an intermediate station or a railway station, the Recipient's rolling stock train driver shall inform the Manager's responsible employees and other train drivers participating in train traffic at that time and acts in accordance with the Railway Traffic Rules approved by Order No 452 of the Minister of Transport and Communications of the Republic of Lithuania dated 30 December 1999 "On the Approval of Railway Traffic Rules", as well as the requirements of the Regulation of Verbal Orders, Instructions and Other Notifications of Railway Traffic Management approved by the Manager.

10.5. The Recipient, upon receiving a notification of an accident, serious accident or incident related to the Recipient, shall appoint a representative who must immediately arrive at the site of the accident, serious accident or incident, to work in the operational group organised, which will carry out liquidation of the consequences of these events (restorative works) in the Infrastructure. The Recipient shall, no later than the next day after the accident, serious accident or incident or receipt of a notification about them, appoint responsible employees who will participate in the investigation of the accident, serious accident or incident and in the collection of investigation materials. At the request of the Manager, the Recipient undertakes to immediately provide access to the Recipient's rolling stock, employee qualification certificates, other information and documents necessary for the proper investigation of an accident, serious accident or incident.

10.6. The Manager shall have the right to use the rolling stock of the Recipient to deal with the consequences of an accident, serious accident or incident involving the Recipient. If the accident, serious accident or incident occurred not through the fault of the Recipient, the Manager shall compensate the expenses incurred by the Recipient due to the use of its rolling stock.

10.7. The Manager shall habe the right to withdraw the Recipient's rolling stock from the Infrastructure if they prevent the restoration of train traffic. For this purpose, the Manager, having informed the Recipient about it, has the right to use the help of other railway undertakings (carriers) or third parties.

10.8. Expenses related to the liquidation of the consequences of an accident, serious accident or incident shall be reimbursed by the Party whose fault (or the employees and hired third parties of this Party) is determined in accordance with the procedure provided by the Republic of Lithuania Law on Railway Traffic Safety. If the losses occurred due to the fault of other persons, the expenses related to the liquidation of the consequences of the accident, serious accident or incident shall be compensated in accordance with the procedure established by legal acts.

10.9. In the event of technical breakdowns (i.e. in the event of technical breakdowns of the Infrastructure, rolling stock that occurred when they were used in the Infrastructure, the presence of natural persons who are prohibited from being in the dangerous protection zone of the Infrastructure tracks and their facilities, or objects on the Infrastructure track), the procedure described in this section of the Agreement shall apply, except for Clauses 10.2, 10.3 and 10.5 hereof.

## 11. CALCULATION AND PAYMENT OF THE FEE FOR THE MINIMUM ACCESS PACKAGE

11.1. **The Recipient undertakes** to pay the Manager a fee for the minimum access package, a fee for using the public railway infrastructure for the provision of transit rail transport services and a fee for allocated but unused Capacity (hereinafter – the **fee**), except for those cases when the Applicant, who is not a railway undertaking (carrier), wishes to pay this fee in accordance with the agreement concluded with the Manager under the procedure established in Article 29(2) of the RTC on the allocation of Capacity.

11.2. The fee shall be calculated and paid in accordance with the rules for the calculation and payment of fees for the minimum package of access to public railway infrastructure, fees for the use of public railway infrastructure for the provision of transit rail transport services and fees for allocated but unused capacity of public railway infrastructure and other legal acts approved by the Government of the Republic of Lithuania, regulating the calculation and application of value added tax.

11.3. Fee rates shall be calculated and published according to the procedure established by the RTC on the Manager's website in the section (address: https://ltginfra.lt/infrastruktura/mpp/tarifai/).

11.4. All costs related to the Recipient's financial operations at the payer's bank shall be paid by the Recipient.

11.5. Payments for the Services shall be made in the common currency of the European Union, the euro (EUR).

11.6. VAT invoices shall be issued by the 10th (tenth) calendar day of the month following the reporting month. VAT invoices shall be sent to the Recipient at the email address specified in Clause 17.5.

11.7. If data inconsistencies are noticed after issuing a VAT invoice, revised VAT invoices shall be submitted.

11.8. The Recipient shall pay for the Services provided within 5 (five) working days from the date of receipt of the VAT invoice. The date of receipt shall be considered to be the date of sending the e-mail with the VAT invoice.

11.9. The Parties hereby agree and consent that if the amount of VAT changes due to changes in the legal acts of the Republic of Lithuania during the validity of the Agreement, the price of the Service without VAT will not be changed, i.e. the Recipient will pay the Manager the price of the Services, which will be equal to the amount received after adding VAT to the payment specified in the Agreement, excluding VAT, calculated according to the newly approved tax rate, unless the adopted legal acts of the Republic of Lithuania provide otherwise.

11.10. If the Recipient is in debt to the Manager for the Services provided, all contributions of the Recipient shall be allocated first to the payment of accrued default interest, and then to the payment of the accumulated debt.

## 12. LIABILITY OF THE PARTIES

12.1. **The Manager shall be liable** to the Recipient's employees for any injury or loss of life caused by the Manager's fault, the loss, destruction, or damage to the Recipient's property, financial loss to the Recipient, and other direct losses incurred by the Recipient, provided that the damage was caused to the Recipient while using the Infrastructure and the occurrence of the damage is attributable to defects in the Infrastructure or the Manager's failure to perform or improper performance of its obligations under the Agreement. The Manager shall reimbure the damage proved by documents of the Recipient, except in cases where:

12.1.1. The damage is not related to the use of the Infrastructure, the failure of the Infrastructure or the failure or improper performance of the Manager's obligations under the Agreement, and the Manager could not avoid this damage or prevent the damage from occurring;

12.1.2. The damage occurred due to the fault of a third party and/or due to the fault of third parties for which the Manager is not responsible, although the Manager took reasonable precautions to avoid damage or prevent the occurrence of damage, as well as other expenses incurred by the Manager, which the Manager undertook to reimburse in the cases provided for in the Agreement;

12.1.3. The damage occurred through the fault of the Recipient;

12.1.4. The damage occurred due to the implementation of the Sanctions requirements and prohibitions.

12.2. The Manager shall indemnify the Recipient for reasonable and justified expenses directly related to the Recipient's actions and measures taken to prevent an accident, serious accident or incident which occurred through the Manager's fault.

12.3. **The Recipient shall be liable** for injury to health or loss of life caused to the Manager's employees, loss, destruction or damage to the Manager's property, material damage (including direct losses), if the damage was caused by the use of the Infrastructure, actions or omissions of the Recipient, or the occurrence of damage is associated with breakdowns of rolling stock operated by the Recipient or non-fulfilment or improper fulfilment of the obligations of the Recipient under the Agreement. The Recipient shall compensate the Manager for all documented damage, except for cases where:

12.3.1. The damage is not related to the Recipient's rolling stock breakdowns or failure or improper performance of the Recipient's obligations under the Agreement and the Recipient could not avoid this damage or prevent damage from occurring;

12.3.2. The damage occurred through the fault of a third party or through the fault of third parties for which the Recipient is not responsible, although the Recipient took reasonable precautions to avoid damage;

12.3.3. The damage occurred through the fault of the Manager.

12.4. The Recipient shall indemnify all reasonable and justified expenses of the Manager directly related to the actions and measures taken by the Manager in order to avoid an accident, serious accident or incident which occurred through the Recipient's fault, as well as other expenses incurred by the Manager, which the Recipient undertook to reimburse in the cases provided for in the Agreement.

12.5. If the damage to the Manager and the Recipient is caused due to the fault of both Parties, each of the Parties is liable for compensation for the damage caused by its actions, and if it is not possible to identify the liability of each of the Parties, then each Party shall bear its own losses.

12.6. The Parties hereby agree that indirect damages shall not be compensated, except in cases where such damages were caused by the other Party's willful misconduct or gross negligence.

12.7. For the violation of any monetary obligations (except the obligation to pay the part of the Recipient's payment for the minimum access package – the train traffic fee) arising from or related to the Agreement, the Parties shall pay default interest at the rate of 0.1 (zero point one) per cent of the unpaid amounts, including VAT, for each delayed calendar day until the date of due fulfilment of the obligation. This provision shall not apply in the event that the fee for the minimum access package is paid by the Applicant which is not a railway undertaking (carrier) and to which the Capacity used by the Carrier are allocated under this Agreement.

12.8. The payment of default interest or penalties shall not relieve the Parties from fulfilling their obligations, except as provided by law.

## 13. FORCE MAJEURE

13.1. The Parties shall be exempt from liability for non-performance or improper performance of their obligations under the Agreement due to force majeure. Force majeure shall be understood as defined in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules of Exemption from Liability in Case of Force Majeure Circumstances approved by the Resolution of the Government of the Republic of Lithuania.

13.2. When determining the circumstances of force majeure, the Parties shall follow the procedure for issuing certificates certifying force majeure, approved by the resolution of the Government of the Republic of Lithuania or normative legal acts that replace it.

13.3. A Party that is prevented from performing the Agreement due to force majeure shall inform the other Party immediately, but no later than within 10 (ten) calendar days from the beginning of the force majeure. Late notification or failure to provide information shall deprive the Party of the right to rely on force majeure as a basis for exempting it from liability and compensation of damages.

13.4. If the force majeure circumstances which prevent either Party from substantially fulfilling its obligations under the Agreement persist for more than 6 (six) months, either Party shall have the right to terminate the Agreement by giving 30 (thirty) days' written notice to the other Party.

## 14. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

14.1. The Agreement shall be governed by and construed in accordance with the law of the Republic of Lithuania.

14.2. In cases provided for by the legal acts of the Republic of Lithuania, the Parties shall comply with the pre-trial dispute resolution procedure.

14.3. Any dispute or controversy arising out of or in connection with the Agreement shall be settled by negotiation between the Parties. In the event of failure to reach an amicable settlement within 1 (one) calendar month from the date on which one Party submits a written claim, complaint, request or demand to the other Party, the dispute may be settled in a court of the Republic of Lithuania.

## 15. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

15.1. The Agreement shall be deemed to be concluded upon signature by the authorised representatives of the Parties. The Agreement shall enter into force on the date of its signing and shall remain in effect until [agreement expiration date – e.g., 12 December 2027]. In the event that Capacity is allocated to the Recipient for the duration of the next working timetable, the Agreement shall automatically be deemed to be renewed subject to any changes to the Network Statement and the form of the Infrastructure Use Agreement, except under conditions to be separately agreed in writing by the Parties.

15.1[1]. Clauses 8.1, 8.2, 8.9, and 8.10 of the Agreement and Annex 2 to the Agreement, , are hereby repealed, and Clauses 8.[11], 8.[21], and 8.[91] of the Agreement shall take effect as from the date of the Manager's notification to the Recipient, in accordance with the procedure set forth in the Network Statement, regarding the connection of the relevant railway stations to the YMS ( *Yard Management System*).

15.2. By signing the Agreement, the Recipient confirms its understanding and consent that the Agreement has been concluded in accordance with the form of the agreement published in the Network Statement, which has been drawn up in fulfilment of the requirements of Article 29(6) to (9) of the RTC and the right conferred on the Manager by Article 29(10) of the RTC to determine the content of the Agreement, that the content of the Agreement is in accordance with the legal provisions governing rail transport and that the conditions of the Agreement may only be modified in the cases provided for in this Agreement.

15.3. The Agreement may be amended by mutual written agreement of the Parties where the amendment of the conditions of the Agreement is necessary in view of the specific nature of the activities carried out by the Manager or the Recipient, and only to the extent necessary to implement the conditions of the Agreement in view of the specific nature of the activities of the Recipient.

15.4. If the Manager receives information or, on its own initiative, establishes factual circumstances that the Recipient is directly subject to Sanctions, the processing of new applications for the allocation of Capacity and/or Ad-Hoc Path Requests may be suspended. On the basis of such information, the Manager shall apply for verification of compliance with national security interests and to the competent authorities for the implementation of international sanctions in accordance with the legal acts governing the implementation of international sanctions.

15.5. The Manager shall also seek verification of compliance with national security interests from the competent authorities for the implementation of international sanctions in accordance with the legal acts governing the implementation of international sanctions, on receipt of information or on its own initiative, if it establishes at least one of the following factual circumstances:

15.5.1. that a shareholder, beneficiary, a person holding a managerial position or otherwise controlling person of the Recipient is subject to Sanctions;

15.5.2. that the Recipient fails to comply with the obligations set out in Clauses 3.1.6 and/or 3.1.7 of the Agreement;

15.5.3. that the Recipient has failed to remedy the deficiencies identified in the performance of the Agreement within a reasonable period of time as determined by the competent authority in the implementation of international sanctions or by the Manager in accordance with the Network Statement.

15.6. The Agreement may be terminated early, out of court:

15.6.1. by the Manager unilaterally and no later than the next business day following a decision adopted in accordance with the procedure established by the Law on the Protection of Objects Important for Ensuring the National Security of the Republic of Lithuania, that the Agreement or the Recipient is deemed incompatible with national security interests. The Law on the Protection of Objects Important to the National Security of the Republic of Lithuania or a decision of the Government of the Republic of Lithuania (resolution) by which the Agreement or the Recipient was deemed inconsistent with national security interests may provide for a different termination date for the Agreement. The Recipient shall pay for the services provided by the Manager under the Agreement no later than the end of the following month. The Manager shall not be liable for any direct and/or indirect losses incurred by the Recipient and/or parties related to the Recipient as a result of the Agreement or the determination that the Recipient does not meet national security interests;

15.6.2. at the request of one of the Parties in the event of a material breach of the Agreement, by giving the other Party no less than 30 (thirty) calendar days' written notice of termination. The Party at fault shall have the right to remedy the breach within the specified period of 30 (thirty) days following receipt of the notice of early termination. Failure by the Party at fault to remedy the breach within the time limit specified shall be deemed to be a termination of the Agreement without separate notice.

15.7. If, on the grounds set out in Article29[1](7) of the RTC, the Commission for Coordination of Protection of Objects Critical for National Security, having carried out a review of compliance of the Agreement with the interests of national security, finds recommendations or instructions for the Manager to suspend the execution of the Agreement, the Manager shall unilaterally suspend the execution of the Agreement immediately, but no later than it is necessary to take actions to ensure the safety of railway traffic and uninterruped train traffic and shall immediately inform the Recipient thereof. In the event of suspension of the Agreement by the Manager in the circumstances referred to in this clause, the Recipient shall pay for the services provided by the Manager under the Agreement no later than the end of the month following the month in which the Services were last provided. The Manager shall not be liable for any direct and/or indirect loss incurred by the Recipient and/or its related parties as a result of the Recipient's recognition as not meeting the interest of national security.

15.8. The Parties agree that a material breach of the Agreement shall be deemed to be:

15.8.1. Sale and/or other transfer of Capacity allocated to the Recipient;

15.8.2. Failure by the Recipient to comply with its obligations under Clause 3.1 of the Agreement, except that the carrier’s licence (if the Recipient is a carrier), Safety Certificate, Part A and/or Part B, or General Safety Certificate is suspended at the request of the Recipient;

15.8.3. Delay of more than 30 (thirty) calendar days by the Recipient in payment of VAT invoices submitted by the Manager;

15.8.4. Failure by the Manager to comply with the provisions of Article 24 and Article 28(4) of the RTC;

15.8.5. Repeated non-compliance by the Recipient (on 2 or more occasions in respect of the relevant Capacity) with the obligations set out in Clauses 3.1.6 and/or 3.1.7 of the Agreement, and failure of the Recipient to take the necessary measures to prevent the recurrence of such non-compliance;

15.8.6. Other cases of non-compliance or improper compliance by the Parties with the conditions of the Agreement, which may endanger the safety of rail transport traffic.

15.9. Where the Recipient commits a material breach of the Agreement as provided for in Clauses 15.8.1 to 15.8.3 or 15.8.5 to 15.8.6 hereof, the Manager, upon written notice to the Recipient, shall suspend the Agreement and the provision of the Services hereunder from the date on which the breach is committed (or becomes apparent), until the breach is remedied by the Recipient or the Agreement is terminated under the procedure provided for under Clause 15.6 of the Agreement.

15.10. Upon cancellation of the carrier’s licence (if the Recipient is a carrier), the suspension of Safety Certificate, Part A and/or Part B, or General Safety Certificate, as provided for by law, the Recipient shall regain the right to use the Infrastructure in accordance with the Agreement no earlier than 5 (five) working days after the Recipient has submitted to the Manager certified copies of the documents justifying the cancellation, unless the Parties have agreed otherwise.

15.11. In the event of termination of the Agreement in the cases referred to in Clause 15.6 hereof, the Party at fault shall indemnify the other Party against any loss incurred as a result of such termination.

15.12. In the event of termination or expiration of the Agreement, the financial obligations and other obligations of the Parties which, by their nature, survive the expiration of the Agreement shall remain in full force and effect until their full discharge.

## 16. CONFIDENTIALITY, DATA PROTECTION

16.1. All information relating to the Agreement, including, but not limited to, information communicated by the Parties during the negotiations, shall be considered confidential and shall not be disclosed to any third party, except as required by the laws of the Republic of Lithuania. The Parties agree that information relating to the Agreement may be communicated to the Parties' lawyers, auditors and members of the Parties' supervisory and/or management bodies without the express consent of the other Party, except as otherwise determined by the RTC.

16.2. The Recipient agrees to use the confidential information disclosed by the Manager under this Agreement, including, but not limited to, the information specified in the Station Books, solely for the purpose of performing this Agreement and not to disclose such information to third parties, except as provided for in Clause 6.2 of this Agreement.

16.3. The Parties shall be responsible for maintaining the confidentiality of the information entrusted to them and shall be liable to indemnify the other Party for any loss incurred by the other Party as a result of disclosure of such information.

16.4. The Parties undertake to ensure that all personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and any other legal acts regulating the processing and protection of personal data.

16.5. Each Party shall inform its employees of the other Party's processing of their personal data in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and shall, on request, provide certifying documentation to the other Party to that effect. The Party failing to perform or improperly performing its obligations under this clause shall be liable to compensate the other Party for any damages suffered as a result, including, but not limited to, fines and/or other pecuniary penalties imposed by public authorities.

## 17. CONTACTS OF THE PARTIES FOR THE PERFORMANCE OF THE AGREEMENT

| Information shall be provided to the Recipient via the following email addresses and/or phone numbers: | | |
|---|---|---|
| **17.1** | Information regarding the local operating rules established by the Manager, including those that have been approved and amended, published on the website https://ltginfra.lt/infrastruktura/ntd/ | shall be sent to the Recipient's [email address]. |
| **17.2.** | Information on the approved Regulations on the public railway infrastructure, amendments thereto, and the rates for the minimum access package | shall be sent to the Recipient's [email address]. |
| **17.3.** | Information about announced public consultations, published on the Manager's website at: https://ltginfra.lt/infrastruktura/viesosios-konsultacijos/ | shall be sent to the Recipient's [email address]. |
| **17.4.** | The monthly reports specified in Sections 8.8, 8.10, and 8.11 of the Agreement | shall be sent to the Recipient's [email address]. |
| **17.5.** | VAT invoices | shall be sent to the Recipient's [email address]. |
| **17.6.** | Station Books and Temporary Traffic Control Instructions | shall be sent to the Recipient's [email address]. |
| **17.7.** | Information regarding violations of the established requirements that pose a direct threat to the safety of rail transport operations shall be provided to the Recipient in accordance with Section 8.12.2 of this Agreement using the following contact information: | email: [email address], tel: [phone number]. |

| | | |
|---|---|---|
| **17.8.** | Regarding scheduled and/or unscheduled InfraGo disruptions that may interfere with or disrupt the ability to submit and/or evaluate applications for Capacity Allocation, late or last-minute applications, and applications to reserve train paths, the Manager shall notify | the Recipient via email (email: [[email address]); phone: [phone number] or InfraGo. |
| **17.9.** | Information notices regarding changes to the RAKP system (automatic control measures for the technical condition of rolling stock) (newly installed, repaired, or modified equipment), as well as up-to-date information regarding the maintenance, repair, modernization, expansion, or other work on the railway infrastructure that may affect the Recipient's performance of this Agreement, shall be provided | to the Recipient via email at [email address] and/or by phone at [phone number]. |
| **The Parties shall exchange information related to the implementation of this Agreement through the following contacts:** | | |
| **17.10.** | The Daily Train Departure from the Railway Station Plan, if it is not technically possible to submit it via the Manager's electronic service portal InfraGo, is submitted to the Manager by | email: evc@ltginfra.lt (tel: +370 669 57 697 – for inquiries). |
| **17.11.** | Information on operational train traffic control matters shall be provided | by email to the Manager (email: evc@ltginfra.lt) and/or by tel: +370 669 57 697; and the Recipient's email address ( [email address]) and/or [phone number]. |
| **17.12.** | The Parties shall communicate regarding the monitoring of the Agreement's implementation and matters related to its amendment using the following contact details: | the email address[email address] and the phone number[phone number]of the Manager's designated representative; and the email address and the phone number [phone number]of the Recipient's designated representative. |
| **17.13.** | For other matters relating to the performance of the Agreement, the Parties shall communicate at the following e-mail addresses: | the Manager – [email address] and tel. [phone number]; the Recipient – [email address] and tel. [phone number]. |
| **17.14.** | Data may also be provided to the Recipient and the Manager under this Agreement through the Infrastructure Electronic Services Information System in accordance with the procedure set out in the Network Statement. | |

## 18. FINAL PROVISIONS

18.1. VAT shall be payable on services rendered under this Agreement in accordance with the procedure laid down by law.

18.2. All information relating to the Agreement shall be communicated by the Parties to each other in writing, i.e. against signature, including the signing with a qualified electronic signature, and/or sent by post (registered letter) and/or e-mail to the addresses of the Parties specified in Sections 17 and 19 of the Agreement, unless otherwise set out in the Agreement. The date of receipt of the notification shall be deemed to be the date of dispatch of the e-mail or registered letter. If the notification is sent by e-mail before 5 pm, it is deemed to have been received on the same day, and if after 5 pm, on the next working day.

18.3. In the event of a change in the address, contact persons and/or other data of a Party, including the details of the Recipient's licenses, permits, safety certificates or insurance policies, the Party shall inform the other Party thereof in writing no later than within 5 (five) calendar days from the date of the change of such data. Otherwise, the action taken by the other Party on the basis of the latest data known to it shall be deemed to have been duly taken and the Party not notified shall not be entitled to make any claim in respect thereof.

18.4. If, at the time of signature of the Agreement, the Recipient's compulsory third party liability insurance is not valid or is not valid for the full duration of the Agreement, the Recipient undertakes to notify the Manager of the renewal of the compulsory third party liability insurance for the full remaining duration of the Agreement. The Manager shall have the right to withhold or suspend the provision of services under this Agreement if the Recipient fails to comply with the obligation set out in this clause.

18.5. The language of communication between the Parties and of execution of documents in the territory of Lithuania shall be the Lithuanian language, unless the Parties agree to use another language.

18.6. The Parties ensure that all representations, acknowledgements and warranties contained in this Agreement will remain in full force and effect for the duration of the Agreement. The Parties undertake to inform each other promptly of any change in circumstances relating to the Agreement or likely to affect the performance hereof, whether or not such circumstances arise and/or change depending on the will of the Parties.

18.7. The Agreement is entered into by the free will of both Parties; the Parties have disclosed to each other all information within their knowledge which is material to the conclusion and performance of the Agreement and have not knowingly provided any misleading information to each other.

18.8. The Agreement shall be drawn up in the Lithuanian language and shall be signed by the representatives of the Parties with a qualified electronic signature. Only the Agreement signed with a qualified electronic signature by the representatives of both Parties shall have legal effect.

18.9. All Annexes to the Agreement shall form an integral part hereof:

Annexes:

1.Railway lines covered by the Recipient's Safety Certificate, Part B, or General Safety Certificate.

2.Form of the Daily Train Departure from the Railway Station Plan.

## 19. ADDRESSES AND CONTACT DETAILS OF THE PARTIES

| **Manager:** | **Recipient:** |
|---|---|
| **AB LTG Infra** | **[company name]** |
| Geležinkelio g. 2, 02100, Vilnius | [registered office address] |
| Company code – 305202934 | Company code – [code] |
| VAT payer code – LT100012666211 | VAT payer code – [code] |
| The Company is entered in the Register of Legal Entities of the Republic of Lithuania | The Company is entered in the Register of Legal Entities of the Republic of Lithuania |
| Tel: +370 5 269 3353 | Tel: [phone number] |
| E-mail: info@ltginfra.lt | E-mail [e-mail address] |
| Bank – Swedbank AB | Bank – [name of bank] |
| Account LT21 7300 0101 5917 5126 | Account [account number]<br>SWIFT code – [SWIFT code of bank] |
| [position] | [position] |
| **[first name, surname]**<br>_____ | **[first name, surname]**<br>_____ |

Form of the Agreement for the Use of Public Railway Infrastructure
Annex 1

**RAILWAY LINES COVERED BY THE RECIPIENT'S SAFETY CERTIFICATE, PART B, OR GENERAL SAFETY CERTIFICATE**

| Serial No. | Railway lines in operation |
|---|---|
| **1.** | **On railway lines:** |
| 1.1. | |
| 1.2. | |
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**(Sample Form of the Daily Train Departure from the Railway Station Plan)**

***(Name of the Recipient*) Daily Readiness-to-Carry from the *(name of station*) Railway Station Plan**

[date]

| Train No | Route | Driver's surname | Train departure time | Locomotive series | Locomotive departure time from depot | Train gross weight, tonnes | Train length, conventional wagons | Related train set | Departure track | Assigned train number | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| | | | | | | | | | | | |
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**Operations with arriving trains and their locomotives**

| Train No | Operations | Notes |
|---|---|---|
| | | |
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## 13. STANDARD FORM OF THE PUBLIC RAILWAY INFRASTRUCTURE CAPACITY ALLOCATION AGREEMENT

### AGREEMENT FOR ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITY DURING THE PERIOD OF VALIDITY OF THE ANNUAL WORKING TIMETABLE OF 202[●]-202[●]

[●] (day) [●] (month) 202[●] No. [●]
Vilnius

**AB "LTG Infra"**, legal entity code – 305202934, with its registered office at Geležinkelio g. 2, LT-02100 Vilnius, represented by [position] [name, surname], acting under [specify the basis of representation] (hereinafter referred to as the **Manager**),

and

**[Applicant's title/name, surname]**, legal entity code [●]/personal identification number [●], with its registered office at [●]/ residential address [●], represented by [position] [name, surname], acting under [specify the basis of representation], (hereinafter referred to as the **Applicant**),

**[name of the railway undertaking (carrier)]**, legal entity code [●], with its registered office at [●], represented by [position] [name, surname], acting under [specify the basis of representation], (hereinafter referred to as the **Carrier**),

**Whereas**:

(a) Following Article 23 (1) of the Railway Transport Code of the Republic of Lithuania (hereinafter referred to as the **RTC**), the Manager shall be appointed to perform the functions of the public railway infrastructure manager;

(b) The Applicant who is not a railway undertaking (a carrier who submitted an application for the allocation of public railway infrastructure capacity, an Ad-Hoc Path Requests or a Late Annual Working Timetable Path Requests during the period of validity of the annual working timetable of 202[●]–202[●] and wishes to pay a fee for the minimum access package (hereinafter referred to as the **Fee**);

(c) The Carrier acting in the interests of the Applicant is a railway undertaking (carrier) meeting the requirements of the legislation of the Republic of Lithuania, which shall use the public railway infrastructure capacity (hereinafter referred to as the **capacity**) allocated to the Applicant under the Agreement for the Use of Public Railway Infrastructure concluded with the Manager under the procedure established in Article 29 (6) of the RTC;

(d) The Applicant and the Carrier have entered into an agreement determining their mutual obligations concerning the use of capacity allocated to the Applicant, except for obligations related to the payment of Fees to the Manager.

The Manager, the Applicant and the Carrier, hereinafter collectively referred to as the **Parties**, and each separately as a **Party**, under Article 29 (5) of the RTC, have concluded this Agreement for the Allocation of Public Railway Infrastructure Capacity during the Period of Validity of the Annual working timetable of 202[●]–202[●] (hereinafter referred to as the **Agreement**).

### 1. SUBJECT MATTER OF THE AGREEMENT

1.1. The subject matter of the Agreement shall be the payment of Fees according to the capacity allocated to the Applicant during the period of validity of the annual working timetable of 202[●] – 202[●].

### 2. OBLIGATIONS OF THE PARTIES

2.1. **The Applicant undertakes** to pay the Fee, including the value-added tax, to the Manager as set out in Chapter 3 of the Agreement.

2.2. **The Applicant and the Carrier undertake** to comply with the normative legal acts adopted by the Manager (hereinafter referred to as the **Local Legal Acts**), published on Manager's website https://ltginfra.lt/normine-technine-dokumentacija, as far as this is related to the performance of this Agreement and to the extent that it does not conflict with the directly applicable to the legal acts of the European Union

and the legal acts of the Republic of Lithuania. The Applicant and the Carrier hereby confirm that they understand and agree that Local Legal Acts may be unilaterally amended by the Manager without the Applicant's consent.

2.3. **The Carrier undertakes** to pay the Fee, including value-added tax, to the Manager as set out in Chapter 3 of the Agreement, but only in cases where this fee is not paid by the Applicant based on Clause 2.1 of the Agreement.

2.4. **The Parties undertake** to cooperate in every possible way to properly perform their obligations under the Agreement and to immediately inform each other of the current and/or possible change in the circumstances related to the obligations of the Parties or any circumstance that may change the performance of the Agreement, regardless of whether such circumstances arise and/or change depending on the will of the Party.

## 3. CALCULATION AND PAYMENT OF THE FEE

3.1. The Fee shall be calculated and paid under the procedure and terms established by the RTC and the Rules for the Calculation and Payment of the Fee for the Minimum Access Package to the Public Railway Infrastructure and the Fee for the Allocated but Unused Capacity of the Public Railway Infrastructure approved by the Government of the Republic of Lithuania as well as other legal acts regulating the calculation and application of value added tax.

3.2. All costs related to the Applicant's financial operations at the payer's bank shall be paid by the Applicant. This provision of the Agreement shall apply accordingly to the Carrier when the Fee is paid by the Carrier under Clause 2.3 of the Agreement.

## 4. LIABILITY OF THE PARTIES

4.1. **The Manager shall be liable** for the damage suffered by the Applicant and the Carrier due to the fault of the Manager, including, but not limited to, when the Applicant or the Carrier cannot fulfil the obligations assumed by the Agreement concerning the payment of the Fee. The Manager shall indemnify the Applicant and the Carrier for all documented damage, except for cases where:

4.1.1. the occurrence of damage is not related to the Manager's obligations under the Agreement and the Manager could not avoid or prevent such damage;

4.1.2. the damage was caused by the fault of the Applicant or the Carrier;

4.1.3. the damage was caused by the fault of third parties, although the Manager took reasonable precautions to avoid this type of damage.

4.2. **The Applicant shall be liable** for the damage suffered by the Manager and the Carrier due to the fault of the Applicant, including, but not limited to, when the Manager or the Carrier cannot perform the obligations assumed by the Agreement concerning the payment of the Fee. The Applicant shall indemnify the Manager and the Carrier for all documented damage, except for cases where:

4.2.1. the occurrence of damage is not related to the obligations assumed by the Applicant under the Agreement and the Applicant could not avoid this damage or prevent its occurrence;

4.2.2. the damage was caused by the fault of the Manager or the Carrier;

4.2.3. the damage was caused by the fault of third parties, although the Applicant took reasonable precautions to avoid this type of damage.

4.3. **The Carrier shall be liable** for the damage suffered by the Manager and the Applicant due to the fault of the Carrier, including, but not limited to, when the Manager or the Applicant cannot perform the obligations assumed by the Agreement concerning the payment of the Fee. The Carrier shall indemnify the Manager and the Applicant for all documented damage, except for cases where:

4.3.1. the occurrence of damage is not related to the obligations accepted by the Carrier under the Agreement and the Carrier could not avoid or prevent this damage from occurring;

4.3.2. the damage was caused by the fault of the Manager or the Carrier;

4.3.3. the damage was caused by the fault of third parties, although the Carrier took reasonable precautions to avoid this type of damage.

4.4. The Parties hereby agree that if damage to the Manager and the Applicant occurs due to the fault of all Parties, each of the Parties shall be liable for indemnification for the damage caused by its actions, and if it is impossible to identify the liability of each of the Parties, then each Party shall bear the losses incurred.

4.5. The Parties hereby agree that indirect, incidental losses (including loss of income and damage to the brand) shall not be reimbursed, except for cases where such losses were caused by the intentional actions of the other Party.

4.6. For the violation of the obligation to pay a fee (except for the obligation to pay the minimum access package and the train traffic fee), arising from the Agreement or related thereto, the Applicant or the Carrier, when it pays the Fee to the Manager based on Clause 2.3 of the Agreement, shall pay 0.1 (one-tenth) percent

interest on arrears in the amount of the unpaid amount, including VAT, for each delayed calendar day until the date of due performance of the obligation.

4.7. The payment of the interest on arrears shall not relieve the Applicant or the Carrier, when it pays the Fee to the Manager based on Clause 2.3 of the Agreement, from performing its obligations, except for the cases provided for in legal acts.

## 5. FORCE MAJEURE

5.1. The Parties shall be released from liability for improper performance of obligations under the Agreement due to force majeure. Circumstances of force majeure shall be understood as they are defined in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules of Exemption from Liability on Appearance of Force Majeure Circumstances approved by the Resolution of the Government of the Republic of Lithuania.

5.2. When determining the circumstances of force majeure, the Parties shall follow the procedure for issuing certificates certifying the circumstances of force majeure approved by the Resolution of the Government of the Republic of Lithuania or the normative legal acts that replace it.

5.3. The Party which, due to circumstances of force majeure, is unable to perform its obligations under the Agreement, must inform the other Party thereof immediately, but no later than within 10 (ten) calendar days from the beginning of the impossibility to perform this Agreement. Delayed notification of the other Party or failure to provide information shall deprive it of the right to rely on circumstances of force majeure as a basis for exemption from liability for untimely performance of assumed obligations or their non-performance and compensation for losses.

5.4. If the circumstances of force majeure, due to which one of the Parties cannot perform the obligations assumed by the Agreement, continue for more than 6 (six) months, any Party, having notified the other Party in writing 30 (thirty) days in advance, shall have the right to terminate the Agreement.

## 6. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURES

6.1. The Agreement shall be applied and interpreted according to the law of the Republic of Lithuania.

6.2. In the cases established by the legal acts of the Republic of Lithuania, the Parties must comply with the pre-trial dispute resolution procedure.

6.3. Any disputes or disagreements arising out of or related to the Agreement shall be resolved by negotiation between the Parties. If it is not possible to reach an amicable agreement within 1 (one) calendar month from the moment when one Party submits a written claim, complaint, request or demand to the other Party, the dispute may be resolved in the court of the Republic of Lithuania.

## 7. VALIDITY, AMENDMENT, TERMINATION OF THE AGREEMENT

7.1. The Agreement shall enter into force upon its signing by the authorised representatives of the Parties and shall be valid until the day ***[●] (day) [●] (month) 202[●]***.

7.2. By signing the Agreement, the Parties hereby confirm their understanding and consent that the Agreement shall be drawn up under the standard form published in the Network Statement, except in cases where the change of this standard form is necessary due to changes in the specifics of the activities carried out by the Parties and/or changes in its organisation, and this change shall not impair any from the position of the Parties concerning other Parties, the content of the Agreement is under the legislation governing railway transport activities, and the terms of the Agreement may be amended only in the cases provided for in this Agreement.

7.3. The Agreement may be amended by mutual written agreement of the Parties, when amending the terms of the Agreement is necessary taking into account the specifics of the activities carried out by any of the Parties and/or changes in its organisation and only to the extent that it is necessary for the conditions of the Agreement to be implemented due to the specifics of the Applicant's and/or Carrier's activity and/or changes in its organisation.

7.4. At the request of one of the Parties, the Agreement may be terminated before the term without recourse to the court, in the event of a material violation of the Agreement, upon written notice of the termination of the Agreement by the other Party no later than 30 (thirty) calendar days in advance. The Party at fault, having received a notice of premature termination of the Agreement, shall have the right to correct the violations within the specified period of 30 (thirty) days. If the Party at fault does not correct the violations within the specified period, the Agreement shall be considered terminated without separate notifications.

7.5. The Parties hereby agree that the following shall be considered a material violation of the Agreement:

7.5.1. Sale and/or other transfer of capacities intended for the Applicant to a railway undertaking (carrier) operating not in the interests of the Applicant;

7.5.2. Unlawful acts or omissions of either Party.

7.6. Upon termination of the Agreement in the cases specified in Clause 7.4 of the Agreement, the Party terminating the Agreement shall indemnify the other Party for all losses incurred as a result of such termination.

7.7. If the Agreement for the Use of Public Railway Infrastructure concluded by the Manager and the Carrier is terminated before the deadline, the Applicant shall have the right to transfer the capacity allocated thereto to another railway undertaking (carrier) operating in the interests of the Applicant, in compliance with the requirements set out in Article 29 (5) (6) of the RTC.

7.8. In the cases of Clause 7.7 of the Agreement, the Agreement shall be considered to be terminated before the deadline without recourse to court at the initiative of the Applicant by applying the warning procedure and the consequences of termination established in Clause 7.4 of the Agreement.

7.9. Upon termination of the Agreement or its expiration, the financial obligations and other obligations of the Parties, which by their essence are valid even after the expiration of the Agreement, shall remain valid until they are fully fulfilled.

## 8. CONFIDENTIALITY, DATA PROTECTION

8.1. All information related to the Agreement, including, but not limited to, information transferred by the Parties during negotiations, shall be considered confidential and may not be disclosed to any third parties, except when required by the laws of the Republic of Lithuania. The Parties hereby agree that information related to the Agreement may be transferred to the Parties' attorneys, auditors and members of the Parties' supervisory and/or bodies without the separate consent of the other Party, except in cases where the RTC determines otherwise.

8.2. The Parties shall be responsible for the confidentiality of the information entrusted to them and must compensate the losses suffered by the other Party due to the disclosure of such information.

8.3. The Parties undertake to ensure that all personal data are processed under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal acts regulating the processing of personal data and their protection.

8.4. Each Party must inform its employees about the processing of their personal data by the other Party under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) requirements and provide supporting evidence at the request of the other Party. A Party that fails to perform or improperly performs the obligations provided for in this Clause must compensate the other Party for the losses incurred as a result.

## 9. FINAL PROVISIONS

9.1. For the services provided under this Agreement, VAT shall be paid under the procedure established by legal acts.

9.2. The Applicant and the Carrier hereby declare that under the provisions of the Republic of Lithuania Law on Corporate Income Tax and the Republic of Lithuania Law on Value Added Tax, they are considered [*associated (related)/not associated (not related)*] with the Manager.

9.3. All notices and information related to the Agreement shall be communicated by the Parties to each other in writing, i.e. upon signing, including signing with a qualified electronic signature, and/or sent by mail (registered mail), and/or by electronic mail with the requisites of the Parties specified in Chapter 10 of the Agreement, unless otherwise specified in the Agreement. The day of notification should be considered the day of sending the electronic letter or registered letter or the day when the notification is delivered personally (upon signing) to the representatives of the Parties.

9.4. In the event of a change in the details of the Party specified in Chapter 10 of the Agreement, the Party must notify the other Party in writing no later than within 3 (three) calendar days from the date of their change. Otherwise, the Party shall have no right to a claim if the actions of the other Party were carried out based on the last details known to it.

9.5. The Parties hereby agree that if the details of the Parties specified in Chapter 10 of the Agreement change, the Agreement shall not be changed, except in cases where the rights and obligations of the Parties are transferred to another legal entity after the reorganisation, separation, restructuring or transfer of activities of the Parties.

9.6. Terms used in the Agreement, but not defined therein, shall be understood and interpreted as they are defined in the laws of the Republic of Lithuania and other legal acts in force on the date of signing the Agreement, regulating railway transport activities.

9.7. The language of mutual communication between the Parties and filling out documents on the territory of Lithuania shall be Lithuanian, except in cases where the Parties agree on the use of another language.

9.8. The Agreement was concluded with the free will of both Parties; the Parties have disclosed to each other all information known to them that is material to the conclusion and performance of the Agreement and have not knowingly provided each other with any misleading information.

9.9. The Agreement shall be drawn up in the Lithuanian language in 3 (three) copies with equal legal authority, one copy for each Party. The Agreement may be signed by qualified electronic signature of the representatives of the Parties. Only the Agreement signed by the representatives of both Parties with a qualified electronic signature shall have legal authority.

## 10. ADDRESSES AND DETAILS OF THE PARTIES

| | |
|---|---|
| **Manager –** | **Applicant –** |
| AB "LTG Infra" | [company name]/ [name, surname] |
| Geležinkelio g. 2, 02100 Vilnius | [address] |
| Company code – 305202934 | Company code [●] / personal identification number – [●] |
| VAT identification number – LT100012666211 | VAT identification number – [●] |
| The company is registered in the Register of Legal Entities of the Republic of Lithuania | The company is registered in the Register of Legal Entities of the Republic of Lithuania |
| Tel. +370 5 269 3353 | Tel.[●] |
| E-mail: info@ltginfra.lt | E-mail: [●] |
| Bank details: | Bank details: |
| AB "Swedbank" | [●] |
| | SWIFT code: [●] |
| Bank account No.: | Bank account No.: |
| LT21 7300 0101 5917 5126 | [●] |
| [position] | [position] |
| [name, surname] | [name, surname] |
| _____ | _____ |

**Carrier –**
[company name]

[address]
Company code – [●]
VAT identification number – [●]
The company is registered in the Register of Legal Entities of the Republic of Lithuania
Tel. [●]
E-mail: [●]
Bank details:
[●]
SWIFT code: [●]
Bank account No.:
[●]

[position]

[name, surname]

_____

Agreement prepared by: *[position; name, surname; tel. No.]*
Person responsible for the control of the performance of the Agreement: *[position; name, surname; tel. No.]*

Serve to: [*specify the structural units]*
1.
2.

## 14. AGREEMENT ON COOPERATION IN THE ALLOCATION OF CAPACITY ON MORE THAN ONE RAILWAY NETWORK

| | | |
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| LRN vienošanās uzskaites Nr._____<br>LGI vienošanās uzskaites Nr._____ | LRN the agreement's registration No_____<br>LGI the agreemnet's registration No_____ | LRN susitarimo registracijos Nr. _____<br>LGI susitarimo registracijos Nr. _____ |
| **Vienošanās**<br>par sadarbību, sadalot infrastruktūras jaudu vairāk nekā vienā tīklā | **Agreement**<br>on cooperation in the allocation of infrastructure capacity on more than one network | **Susitarimas**<br>dėl bendradarbiavimo skiriant pajėgumus daugiau nei viename geležinkelių tinkle |
| Rīgā, 2019.gada . | Riga 2019. | 2019 m.., Ryga |
| Publiskās lietošanas dzelzceļa infrastruktūras pārvaldītāja būtisko funkciju veicējs Latvijas Republikā akciju sabiedrība "LatRailNet", reģistrācijas Nr.40103361063, juridiskā adrese Dzirnavu iela 16, Rīga, tās valdes priekšsēdētājas J.Hudenko un valdes locekļa G.Lapiņa personās, turpmāk – LRN, no vienas puses, un | JSC "LatRailNet" as the performer of essential functions of public-used infrastructure manager in Latvia, registration No 40103361063, legal adress 16 Dzirnavu Str., Riga, represented by Chairman of the Board J.Hudenko and Member of the Board G.Lapins hereinafter referred to as LRN, on the one part | Akcinė bendrovė "LatRailNet", vykdanti esmines viešosios infrastruktūros valdytojo funkcijas Latvijoje, įmonės kodas 10103361063, buveinės adresas 16 Dzirnavu g., Ryga, atstovaujama valdybos pirmininko J. Hudenko ir valdybos nario G. Lapins, toliau – LRN, viena susitarimo šalis, |
| Publiskās lietošanas dzelzceļa infrastruktūras pārvaldītāja būtisko funkciju veicējs Lietuvas Republikā AS "Lietuvas dzelzceļa infrastruktūra" *("Lietuvos geležinkelių infrastruktūra"),* reģistrācijas Nr.305202934, juridiskā adrese Mindaugo iela 12, 03225 Vilņa, Lietuva, ģenerāldirektora Karoļa Sankovska *(Karolio Sankovksi)* personā, kurš rīkojas uz AS "Lietuvas dzelzceļa infrastruktūra" *("Lietuvos geležinkelių infrastruktūra")*, Statūtu pamata, turpmāk – LGI, no otras puses, un abas turpmāk kopā – Puses, | JSC "Lietuvos geležinkelių infrastruktūra" the performer of essential functions for the allocation of infrastructure capacity in Lithuania, registration No. 305202934 , legal address 12 Mindaugo str., Vilnius, represented by Director general Karolis Sankovski acting according to the Statutes of JSC "Lietuvos geležinkelių infrastruktūra'', hereinafter referred to as LGI, on the other part, and both together hereinafter referred to as the Parties, | Akcinė bendrovė "Lietuvos geležinkelių infrastruktūra", vykdanti esmines viešosios infrastruktūros valdytojo funkcijas Lietuvoje, įmonės kodas 305202934, buveinės adresas Mindaugo g. 12, Vilnius, atstovaujama bendrovės generalinio direktoriaus Karolio Sankovski, veikiančio pagal bendrovės įstatus, toliau – LGI, kita susitarimo šalis, toliau abi šalys vadinamos Šalimis, |
| ievērojot Eiropas Parlamenta un Padomes 2012.gada 21.novembra Direktīvas 2012/34/ES, ar ko izveido vienotu Eiropas dzelzceļa telpu 40.pantu, Latvijas Republikas Dzelzceļa likumu, Latvijas Republikas Ministru kabineta 2016.gada 15.jūlija noteikumus Nr.472 "Publiskās lietošanas dzelzceļa infrastruktūras jaudas sadales | pursuant to the Article 40 of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area, the Railway Law of the Republic of Latvia, Cabinet Regulation No. 472 of the Republic of Latvia of July 15, 2016 "Regulations on Capacity allocation of Public-use Railway Infrastructure", LRN Regulation No. JALP-7.6/01- | vadovaudamosi 2012 m. lapkričio 21 d. Europos Parlamento ir Tarybos direktyvos 2012/34*/ES*, kuria sukuriama bendra Europos geležinkelio erdvė, 40 straipsniu, Latvijos Respublikos geležinkelio įstatymu, 2016 m. liepos 15 d. Latvijos Respublikos Vyriausybės nutarimu Nr. 472 "Dėl Valstybės ir savivaldybių gyvenamųjų patalpų nuomos mokesčio apskaičiavimo |

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| noteikumi", AS "LatRailNet" 2016.gada 06.septembra noteikumus Nr.JALP-7.6/01-2016 "Publiskās lietošanas dzelzceļa infrastruktūras jaudas sadales shēma" (turpmāk – Jaudas sadales shēma), noteikumus par publiskās infrastruktūras jaudas sadali, Lietuvas Republikas dzelzceļa transporta kodeksu, vienojas par sekojošo: | 2016 of 6 September 2016 ”Public-use railway infrastructure capacity allocation scheme" (hereinafter referred to as the Capacity Allocation Scheme), Rules on public infrastructure capacity allocation, Railway transport Code of the Republic of Lithuania, agree as follows: | tvarkos aprašo patvirtinimo” ir 2016 m. rugsėjo 6 d. LRN reglamentu Nr. JALP-7.6/01-2016 “Prieigos prie viešosios geležinkelių infrastruktūros suteikimo schema” (toliau – Prieigos suteikimo schema), Lietuvos Respublikos Transporto Kodeksu, susitarė: |
| **I. Vienošanās priekšmets** | **I. Subject of the agreement** | **I. Susitarimo dalykas** |
| 1. Puses vienojas par sadarbību, sadalot publiskās lietošanas dzelzceļa infrastruktūras (turpmāk – infrastruktūra) jaudu starptautiskajiem pasažieru, bagāžas un kravu pārvadājumiem vairāk nekā vienā dzelzceļa tīklā – Latvijas Republikā un Lietuvas Republikā. | 1. Parties agree on cooperation in the allocation of public-use railway infrastructure (hereinafter – infrastructure) capacity on more than one network in the Rebublic of Latvia and in the Republic of Lithuania for international passenger, baggage and (or) freight transportation. | 1. Siekdamos užtikrinti tarptautinį keleivių, bagažo ir (ar) krovinių vežimą, Šalys susitaria dėl bendradarbiavimo suteikiant prieigą prie daugiau nei vieno Latvijos Respublikos ir Lietuvos Respublikos tinklo viešosios geležinkelių infrastruktūros (toliau – infrastruktūra). |
| 2. Infrastruktūras jaudas sadale tiek nodrošināta pieteikumu iesniedzējiem, kam ir komerciāla interese iegūt infrastruktūras jaudu Latvijas Republikas un Lietuvas Republikas infrastruktūras tīklos kā norādīts VAS “Latvijas dzelzceļš” un LGI infrastruktūras tīkla pārskatos. | 2. Capacity allocation is provided to the applicants with commercial interest in procuring infrastructure capacity within the public-use rail networks of the Republic of Latvia and the Republic of Lithuania as indicated in the network statements of PLC “Latvijas dzelzcels” and LGI. | 2. Vadovaujantis PLC “Latvija dzelzcels” ir LGI tinklo nuostatais, prieiga suteikiama pareiškėjams, turintiems ekonominį interesą įgyti prieigą prie infrastruktūros viešuosiuose Latvijos Respublikos ir Lietuvos Respublikos geležinkelių tinkluose. |
| **II. Infrastruktūras jaudas sadale** | **II. Capacity allocation** | **II. Prieigos suteikimas** |
| 3. Jaudas pieprasījumi Latvijas teritorijā tiek aizpildīti šīs vienošanās 1.pielikumā norādītajā formā.<br>Jaudas pieprasījumi Lietuvas teritorijā tiek aizpildīti šīs vienošanās 2.pielikumā norādītajā formā.<br>Pieteikuma iesniedzējam ir pienākums iesniegt jaudas pieteikumu ne agrāk kā 12 mēnešus pirms (aptuveni decembra vidus) vilcienu kustības gada grafika maiņas.<br>Katra šīs vienošanās Puse, saņemot pieteikumu par jaudas piešķiršanu vairāk nekā vienā tīklā starptautiskajiem pasažieru, bagāžas un kravu pārvadājumiem tās teritorijā, savlaicīgi informē otru Pusi par šo pieprasījumu. | 3. Requests for capacity on the territory of Latvia shall be completed in the form specified in Annex 1 to this Agreement.<br>Requests for capacity on the territory of Lithuania shall be completed in the form specified in Annex 2 to this Agreement.<br>An applicant has to submit a request for capacity, not more than 12 months in advance (appr. mid of December) of the entry into force of the working timetable.<br>Each Party to this Agreement, having received an application for allocation of capacity on more than one network for international passenger, baggage and (or) freight transportation on its territory shall timely inform about this request another Party. | 3. Paraiška skirti pajėgumus Latvijos teritorijoje pildoma pagal šio susitarimo 1 priede nurodyta formą.<br>Paraiška skirti pajėgumus Lietuvos teritorijoje pildoma pagal šio susitarimo 2 priedo formą.<br>Pareiškėjas paraišką turi pateikti ne anksčiau kaip likus 12 mėnesių (maždaug gruodžio viduryje) iki tarnybinio traukinių tvarkaraščio įsigaliojimo.<br>Bet kuri iš šio susitarimo šalių gavusi paraišką savo šalies teritorijoje skirti pajėgumus daugiau negu viename tinkle tarptautiniam keleivių, bagažo ir (arba) krovinių vežimui apie tokią paraišką laiku informuoja kitą Šalį. |
| 4. Puses nodrošina, ka ne vēlāk kā 11 mēnešus pirms (aptuveni janvāra vidus) vilcienu kustības | 4. Parties insure than the provisional international train paths have been established not later than 11 months | 4. Šalys užtikrina, kad preliminarios tarptautinės traukinio linijos bus nustatytos ne vėliau kaip likus 11 |

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| gada grafika maiņas, tiek izveidots provizorisks starptautiskais pasažieru vilcienu ceļš. Līdz minētajam termiņam Puses izskata: | before (appr. mid of January) changing of the working timetable. Before this time Parties examine: | mėnesių (maždaug sausio viduryje) iki tarnybinio traukinių tvarkaraščio pakeitimo. Iki to laiko Šalys išnagrinėja: |
| 4.1. iesniegtās informācijas atbilstību (ja tiek konstatētas nepilnības, tiek pieprasīta papildus informācija);<br>4.2. informāciju par iespējamiem infrastruktūras jaudas ierobežojumiem; | 4.1. the relevancy of submitted information (if there are any inaccuracies, additional information is requested);<br>4.2. the information about possible capacity restrictions; | 4.1. pateiktos informacijos aktualumą;<br>4.2. informaciją apie galimus prieigos apribojimus; |
| 4.3. priekšlikumus plānotā vilcienu kustības ātruma izmaiņām, ja tādi ir; | 4.3. the proposals for changes in schedulled traffic speed, if exist; | 4.3. pasiūlymus keisti reguliariojo susisiekimo traukinių greitį, kai taikytina; |
| 4.4. priekšlikumus plānotā vilcienu kustības periodiskuma izmaiņām; | 4.4. the proposals for changes in schedulled traffic periodicity; | 4.4. pasiūlymus keisti reguliariojo susisiekimo periodiškumą; |
| 4.5. priekšlikumus vagonu skaitam vilcienā;<br>4.6. papildu pakalpojumu nodrošināšanu. | 4.5. the proposals for numbers of wagons in a train;<br>4.6. the possibility of requested service facilities. | 4.5. pasiūlymus dėl vagonų skaičiaus traukinyje;<br>4.6. dėl galimybės naudotis geležinkelių paslaugų įrenginiais |
| 5. Līdz 15.maijam Puses rīko kopēju apspriešanos par provizorisko vilcienu kustības sarakstu, pieaicinot iesaistītos infrastruktūras pārvaldītājus un pieteikumu iesniedzējus (dzelzceļa pārvadātājus). | 5. Parties shall hold a joint consultation on the provisional working timetable, inviting the infrastructure managers involved and the licensed railway undertakings designated by the applicant not later than 15 May. | 5. Ne vėliau kaip iki gegužės 15 d. Šalys kartu tariasi dėl preliminaraus tarnybinio traukinių tvarkaraščio, pasitelkdamos atitinkamus infrastruktūros valdytojus ir licencijuotas geležinkelio įmones, nurodytas pareiškėjo. |
| 6. Pēc attiecīgo valsts institūciju pieprasījuma Puses un pilnvarotie subjekti (ja nepieciešams): | 6. Upon the request of the relevant government authorities, Parties and other statutory entities (if necessary): | 6. Atitinkamų valdžios institucijų prašymu Šalys ir kiti teisės aktuose numatyti subjektai (jei būtina): |
| 6.1. uz laiku pārtrauc dzelzceļa satiksmi pilnībā vai daļēji; | 6.1. temporarily suspend rail traffic in whole or in part; | 6.1. laikinai sustabdo visą ar dalį traukinių eismo; |
| 6.2. uz laiku pārtrauc bagāžas pieņemšanu vai pieļauj to pieņemšanu tikai ar noteiktiem nosacījumiem. | 6.2. temporarily suspend baggage acceptance or accept it only under certain conditions. | 6.2. laikinai sustabdo bagažo priėmimą arba priima bagažą tik tam tikromis sąlygomis. |
| 7. Pusēm ir tiesības ieviest vienošanās 6.punktā minētos ierobežojumus, ja tie ir nepieciešami saistībā ar apstākļiem, kurus infrastruktūras pārvaldītāji nevar novērst un kuru novēršana nav no tiem atkarīga. Pusei ir pienākums nekavējoties informēt otru Pusi par ieviestajiem ierobežojumiem. | 7. Parties have the right to introduce the restrictions mentioned in the Article 6 of the Agreement, where they are necessary in the context of conditions which the infrastructure managers can not eliminate and the elimination of which is not dependent on them. The Party is obliged to immediately inform the other Party about the restrictions imposed. | 7. Kai būtina, atsižvelgdamos į situacijos sąlygas, kurių infrastruktūros valdytojai negali pašalinti ir kurių pašalinimas nuo jų nepriklauso, Šalys turi teisę įvesti Susitarimo 6 straipsnyje nurodytus ribojimus. Šalys įsipareigoja nedelsdamos informuoti viena kitą apie pritaikytus ribojimus. |
| **III. Citi noteikumi** | **III. Other questions** | **III. Kiti klausimai** |
| 8. Visa veida informācija, kas saistīta ar vienošanos un kas nav publiski pieejama, ir uzskatāma par konfidenciālu un var tikt izpausta trešajām personām vienošanās darbības laikā vai | 8. All information related to the Agreement that is not publicly accessible shall be considered confidential and may be disclosed to third parties during or after the termination of the Agreement only | 8. Visa su susitarimu susijusi informacija, kuri nėra prieinama viešai, laikoma konfidencialia ir tretiesiems asmenims gali būti atskleista susitarimo galiojimo metu arba jam pasibaigus tik rašytiniu |

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| pēc tā termiņa beigām tikai ar otras Puses rakstisku piekrišanu, izņemot gadījumus, kas noteikti Latvijas Republikas vai Lietuvas Republikas tiesību aktos. | with the written consent of the other Party, except as provided for in the legislation of the Republic of Latvia or legislation ot the Republic of Lithuania. | kitos Šalies sutikimu, išskyrus Latvijos Respublikos ir Lietuvos Respublikos įstatymuose numatytus atvejus. |
| 9. Strīdus, kas rodas starp Pusēm šīs vienošanās izpildes laikā risina rakstveidā, bet, ja risinājums netiek panākts, strīdu izskata 10 darba dienu laikā saskaņā ar Jaudas sadales shēmā noteikto domstarpību izšķiršanas procedūru vai attiecīgās valsts regulatīvajā iestādē. | 9. Disputes arising between the Parties within capacity allocation procedure shall be resolved in accordance with the dispute resolution procedure within 10 working days specified in the Capacity Allocation Scheme or in the relevant regulatory body. | 9. Tarp Šalių dėl pajėgumų suteikimo procedūros kilę ginčai sprendžiami, vadovaujantis ginčų nagrinėjimo tvarka per 10 darbo dienų, kuri išdėstyta Prieigos suteikimo schemoje arba atitinkamoje reguliavimo institucijoje. |
| 10. Visi šīs vienošanās grozījumi izdarāmi rakstveidā, un tie kļūst par šīs vienošanās neatņemamu sastāvdaļu. | 10. All amendments to this Agreement shall be made in writing and shall become an integral part of this Agreement. | 10. Bet kokie šio susitarimo pakeitimai turi būti sudaromi raštu ir tampa sudėtine susitarimo dalimi. |
| 11. Vienošanās ir sastādīta divos identiskos eksemplāros, katrs uz 6 (sešām) lapām, kopā ar pielikumiem. Katrai Pusei viens šīs vienošanās eksemplārs. | 11. The Agreement is drawn up in two identical copies, each on 6 (six) pages incl. two annexes. Each Party has its own copy of this Agreement. | 11. Susitarimas sudaromas dviem vienodais šešių (6) puslapių egzemplioriais, įskaitant priedus: kiekvienai Šaliai po vieną susitarimo egzempliorių. |
| 12. Vienošanās stājas spēkā ar tās abpusēju parakstīšanas dienu, bet tās nosacījumi piemērojami ar 2019.gada 8.decembri un ir spēkā uz nenoteiktu laiku. Jebkura no Pusēm var izbeigt šo vienošanos rakstveidā vienojoties ar otru Pusi. | 12. The Agreement shall enter into force on the date of its mutual signature, but provisions shall apply from 8 th december 2019 and be valid for an indefinite period. Either Party may terminate this Agreement upon the Agreement of other Party in written. | 12. Susitarimas įsigalioja nuo 2019 metų gruodžio 8 d. ir galioja neribotai. Bet kuri susitarimo šalis gali jį nutraukti gavusi raštišką kitos šalies sutikimą. |
| 13. Katra Puse 30 dienu laikā no šīs vienošanās spēkā stāšanās iesniedz infrastruktūras pārvaldītājam šo vienošanos publicēšanai. Ja viens vai abi infrastruktūras pārvaldītāji nepiekrīt publicēt šo vienošanos, Puses vienojas par citu publicēšanas veidu. | 13. Each Party provide this Agreement to the infrastructure manager for publication within 30 days after entering into force of the Agreement. If one or both infrastructure managers are not agree to publish the Agreement, then Parties agree on other publication form. | 13. Šalys pateikia šį susitarimą infrastruktūros valdytojui, kad per 30 dienų nuo susitarimo įsigaliojimo šis susitarimas būtų paskelbtas tinklo nuostatuose. Jei vienas ar abu infrastruktūros valdytojai atsisako paskelbti šį susitarimą tinklo nuostatuose šalys susitaria dėl bendro paskelbimo būdo. |
| 14. Ja pastāv pretrunas starp šīs vienošanās noteikumiem un noteikumiem, kas ietverti kādā no nacionālajiem tiesību aktiem, noteicošie būs nacionālie tiesību akti. | 14. If there is any inconsistency between the provisions of this Agreement and those in any national law, the terms of national law will prevail. | 14. Jei yra nesuderinamumas tarp šio Susitarimo nuostatų ir nacionalinės teisės nuostatų, viršenybė suteikiama nacionalinės teisės nuostatoms. |
| 15. Ja starp vienošanās tulkoto tekstu ir kādas pretrunas, primārais ir vienošanās teksts angļu valodā. | 15. If there are any iinconsistencies among translated texts of the Agreement, the text written in English prevails. | 15. Jei tarp verčiamų sutarties tekstų yra nesuderinamų, viršenybės principas suteikiamas anglų kalba parašytam tekstui. |
| 16. Šai vienošanās ir pievienoti šādi pielikumi:<br>1. pielikums – infrastruktūras jaudas pieteikums Latvijas Republikā uz vienas lapas; | 16. This Agreement is accompanied by:<br>Annex 1 – capacity request in the Republic of Latvia on a single page; | 16. Prie šio susitarimo pridedami:<br>1 priedas – prašymo dėl pajėgumų Latvijos Respublikoje pavyzdys, viename puslapyje; |

| | | |
|---|---|---|
| 2.pielikums – infrastruktūras jaudas pieteikums Lietuvas Republikā uz piecām lapām. | Annex 2 – capacity request in the Republic of Lithuania on five pages. | 2 priedas – prašymo dėl pajėgumų Lietuvos Respublikoje pavyzdys, penki puslapiai. |

LGI:
AB “Lietuvos geležinkelių infrastruktūra”
Įmonės kodas: 305202934
Mindaugo g. 12, 03225 Vilnius, Lietuva
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_____
K. Sankovski

LRN:
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Reģistrācijas Nr.40103361063
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E-pasts: info@lrn.lv
Tālrunis: +37167803570

_____
J.Hudenko

_____
G.Lapiņš

Annex

**CAPACITY REQUEST**

| No. | Name of the infrastructure section[1] | Number of trains[2] | Final destination[3] | Travelling frequency[4] | Type of traction unit (series)[5] | Train weight and length[6] | Speed limits of traction unit[7] | Dislocation of traction unit[8] | Work of locomotive crews[9] | Additional preparation operations[10] | Additional train maintenance sites[11] | Special passing conditions[12] | Official means of communication[13] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |

1 – must indicate the name of an infrastructure section according to the one mentioned in the infrastructure network report. Carriers, which have a changing number of trains within the limits of a single section, must divide said section in subsections according to stations in which number of trains changes;
2 – must indicate the estimated number of trains per day on average;
3 – must indicate the estimated distribution of trains over the final stations of the route by indicating the desired stops for each train for passengers transportation;
4 – must indicate travelling frequency or train movement conditions for a season, months or days of the week, as well as add the preferred time of train movement between the final stations of the section, if it is essential;
5 – must indicate the type of traction unit (series);
6 – must indicate the planned train weight and length (in physical units), which can be pulled by the respective traction unit within the applied infrastructure section (subject to all restrictions). In order to determine the length of passenger trains, the number of wagons must be identified;
7 – must indicate the highest possible speed of the traction unit within the infrastructure station (subject to all restrictions);
8 – must indicate the permanent location and turn-around point of traction units within the infrastructure section;
9 – must indicate the working order for locomotive crews at the particular train route, including at the turn-around points (also including information about whether any rest is provided for at those points);
10 – must indicate operations required to prepare a traction unit for movement (adding a breakdown by type of operation and the required time);
11 – must indicate the planned locations of technical service sites along the route (if required);
12 – must indicate special conditions affecting the time and conditions of train movement (if any), adding a detailed explanation;
13 – must indicate the official means of communication used with the applicant (contact information).

In addition the applicant must indicate the approximate time of train dispatch or arrival within the route of train movement, if it is relevant to the applicant, or include a note that the train path allocation can happen operationally.

Annex 2

**(MODEL APPLICATION FORM)**

_____
(the name of the applicant)

_____
(legal entity code, contact phone number, email address)

For Public Railway Infrastructure Manager

**APPLICATION**
**FOR THE ALLOCATION OF PUBLIC RAILWAY INFRASTRUCTURE CAPACITIES FOR FREIGHT AND SERVICE TRAINS**

_____No._____
(date)

**1. Application Type (tick):**

| | | |
|---|---|---|
| For the official train schedule * | Late submission * | Ad-hoc * |

**2. Application period (specify):**

| |
|---|
| _____ – _____y. for the period of validity of train schedule timetable |

**3. Characteristics of freight and service train and route:**

| Seq. No. | Gauge | Train route | | | Train type (Please tick as appropriate) | | | Frequency (please specify daily, on working days, on even days of the month, etc.) | First date of the operation of the train | Final date of the operation of the train | Preferred time of departure from departure station (hours and minutes) | Stops and preferred duration of stops(minutes) ** | Purpose of stopping | Train length (including the length of locomotive) For 1520 mm gauge, indicate the length in agreed wagons(agreed wagon length is 14 meters) For 1435 mm track, indicate the length in meters (m) | Gross weight of the train (including the weight of the locomotive), bruto( t ) | Locomotive type | Number of traction units (numbers) | Comments*** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Departure railway station | Destination railway station | Intermediate railway station* | Freight trains | Single locomotives | Service trains | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 1. | | | | | * | * | * | | | | | | | | | | | |
| 2. | | | | | * | * | * | | | | | | | | | | | |

* Indicate intermediate station if there is more than one route to reach destination
** Indicate if border crossing times are already agreed with neighboring IM.
*** Indicate cargo danger level, profile, absence of ALSS, etc.

(Manager or authorized person) (signature) (name, surname)

(prepared by: name, surname and telephone number)

**(MODEL OF APPLICATION FORM)**

_____
(the name of the applicant)

_____
(legal entity code, contact phone number, email address)

For Public Railway Infrastructure Manager

**APPLICATION**
**ALLOCATING PUBLIC RAILWAY INFRASTRUCTURE CAPACITIES**
**FOR PASSENGER TRAINS**

_____No._____
(date)

**1. Application Type (tick):**

| | | |
|---|---|---|
| For the official train schedule * | Late submission * | Last-minute * |

**2. Application period (specify):**

| |
|---|
| _____ – _____ y. for the period of validity of train schedule timetable |

**3. Characteristics of passenger train and route:**

| No. | Gauge | Train route | | | Type of train (*tick*) | | | | Driving Frequency and dates | Train start date | End date of the train run | Desired departure time from the original train station (hours, minutes) | Stops and their desired duration (min)* | The purpose of stopping | Maximum train length including traction unit (wagons), (m) | | Train mass (including traction) mass of vehicle), gross (t) | Traction vehicle series | Number of tractive rolling stock (pieces) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | The original train station | Rear train station | Intermediate railway stations | International passenger | Local Passenger | Other passenger trains | Locomotives without | | | | | | | Workdays | On weekends and holidays | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1. | | | | | * | * | * | * | | | | | | | | | | | |
| 2. | | | | | * | * | * | * | | | | | | | | | | | |

* indicate whether border crossing times are coordinated with a company from a neighbouring third country

(Manager or authorized representative) (signature) (name, surname)

(organizer reference: name, surname, phone number, e-mail address)

**3. Characteristics of passenger train and route:**

| Item No. | Train route (departure and destination stations) | Train type (*please tick as appropriate*) | | | | Periodicity of the train (please specify: daily, on working days, on even days month and etc.) | Start and end dates of the operation of the train | Preferred time of departure from departure station (hours and minutes) | Stops and preferred duration of stops (minutes) * | Maximum length of the train (m) | | Gross weight of the train (t) | Rolling stock traction unit series | Rolling stock traction unit force factor |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | International passenger train | Local passenger train | Other passenger trains | Locomotives without wagons | | | | | On weekdays | On weekends and public holidays | | | |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *9* | *10* | *11* | *12* | *13* | *14* | *15* |
| 1. | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | |

* stops and their preferred duration for each route may be indicated in separate annexes

(head of undertaking or authorized person) _____ signature _____ (name, surname) _____

_____
(prepared by: name and telephone No)

**Amendments to legal acts:**

1. Order No V-101 of 2 July 2014 of the Head of the State Railway Inspectorate under the Ministry of Transport and Communications “On the Amendment to Order No V-304 of 16 May 2011 of the Head of the State Railway Inspectorate under the Ministry of Transport and Communications “On the Requirements for the Content of the Application for the Allocation of Public Railway Infrastructure Capacity” (the Register of Legal Acts, 2014, No 2014-09813).

## 15. DESCRIPTION OF THE PROCEDURE FOR ALLOCATING THE COSTS DIRECTLY INCURRED AS A RESULT OF OPERATING THE TRAINS (EXTRACT)

1.1. The procedure for the allocation of costs directly incurred by AB "LTG Infra" as a result of train operations sets out the procedure applicable to the allocation of costs from AB "LTG Infra" costs associated with the provision of the minimum access package (hereinafter **'MAP'**) and access to railway lines connected to Railway Service Facilities (hereinafter **'Connecting** Lines'), identifying and allocating costs directly incurred as a result of train operations, and used in accordance with the procedure laid down by law to calculate the tariffs for train traffic and the use of the catenary network under the minimum access package to the public railway infrastructure, as well as the costs of LTG Infra, incurred directly in the course of railway transport operations, and used to calculate the fee for access to railway tracks connected to railway service facilities.

1.2. Terms and abbreviations used in the Description […]:

| Term or abbreviation | Definition or explanation |
|---|---|
| **Description** | Description of the procedure for allocating the costs of AB 'LTG Infra' directly incurred as a result of train operations |
| **Reporting period** | Previous financial year |
| **AŪ** | Automation Department |
| **General expenses** | Expenses that are not linked to a specific end service and which the entity cannot allocate to a specific end service in accordance with the causality principle, but which are necessary for the continuity of the entity's operations as they relate to its activities as a whole. |
| **CATRIN** | Study on the allocation of transport infrastructure costs, published: https://eprints.whiterose.ac.uk/109047/1/CATRIN%20Deliverable%208%20060509.pdf |
| **PaPM** | The PaPM module of the cost allocation system, in which costs and revenues are allocated to end services, the cost price and profitability of services are calculated, and costs are assigned to the relevant cost categories. |
| **Elasticity coefficient** | The elasticity coefficient for operating costs, which indicates the correlation between rail traffic and average rail network infrastructure costs, or shows the average change in costs per train passage |
| **EU** | European Union |
| **EŪ** | Electricity Supply Sector |
| **GPĮ** | Railway service facilities |
| **Expenses** | A reduction in the economic benefits of an entity arising from the consumption, disposal, loss or impairment of assets, and the assumption of liabilities during the reporting period, which results in a decrease in equity, other than a direct reduction thereof. |
| **Expense category** | One or more types of expenses that are related by purpose, nature or area of use, which are grouped together to present, analyse and allocate expenses more clearly |
| **Connecting tracks** | Railway lines connected to railway service facilities (access to infrastructure connecting service facilities, as provided for in Regulation (EU) 2015/909) |
| **KC** | Cost centre – a management accounting unit designed to accumulate costs according to where they are incurred |

| Term or abbreviation | Definition or explanation |
|---|---|
| **KE** | A cost element comprising LTG Infra's costs and corresponding to the General Ledger accounts and their classification |
| **KT** | Contact railway network |
| **KŪ** | Railway infrastructure management |
| **Eligible expenditure** | Expenditure which may be fully or partially allocated to as direct railway transport operating costs in accordance with Regulation (EU) 2015/909 |
| **LTG Infra** | Railway Infrastructure Manager of the Republic of Lithuania |
| **MPP** | Minimum Access Package to the public railway infrastructure |
| **Ineligible costs** | Costs which may not be allocated to direct rail transport operating costs in accordance with Regulation (EU) 2015/909 |
| **Services** | MPP and access to railway lines connected to railway service facilities |
| **Allocation criterion** | The factor by which, on the basis of a causal link, specific amounts of revenue, expenditure, assets and/or liabilities are allocated to final services, business units or internal activities. |
| **PC** | Profit centre – an object used in the SAP S/4HANA system to separate the accounts of a business unit (group of end services) |
| **PŪ** | Facilities Management |
| **Regulation (EU) 2015/909** | Commission Implementing Regulation (EU) 2015/909, which lays down the procedure for calculating costs directly incurred as a result of train operations |
| **Re-Fx** | An SAP S/4HANA module designed for the management of real estate assets (buildings and other related structures). |
| **RŪ** | Telecommunications |
| **SAP S/4HANA** | LTG Infra's financial accounting and business management system |
| **Direct railway transport operating costs** | Costs directly incurred in connection with train operations, calculated in accordance with Regulation (EU) 2015/909 |
| **VGI** | Public railway infrastructure |

1.3. Other terms used in this Description are defined in the Railway Transport Code of the Republic of Lithuania, the Rules on the Calculation and Payment of Charges for the Minimum Access Package to Public Railway Infrastructure, Charges for the Use of Public Railway Infrastructure for the Provision of Transit Railway Transport Services, and Charges for Allocated, but unused public railway infrastructure capacity, approved by Resolution No. 610 of the Government of the Republic of Lithuania of 19 May 2004 'On the fee for the minimum access package to public railway infrastructure, the fee for the use of public railway infrastructure for the provision of transit rail transport services, and the rules for the calculation and payment of fees for allocated but unused public railway infrastructure capacity', and in Regulation (EU) 2015/909.

## II. CALCULATION OF DIRECT RAIL TRANSPORT OPERATING COSTS

2.1. This chapter sets out the procedure for calculating direct rail transport operating costs in accordance with Regulation (EU) 2015/909, which comprises four main stages, as illustrated in Figure 1 and set out in points 2.1.1–2.1.4:

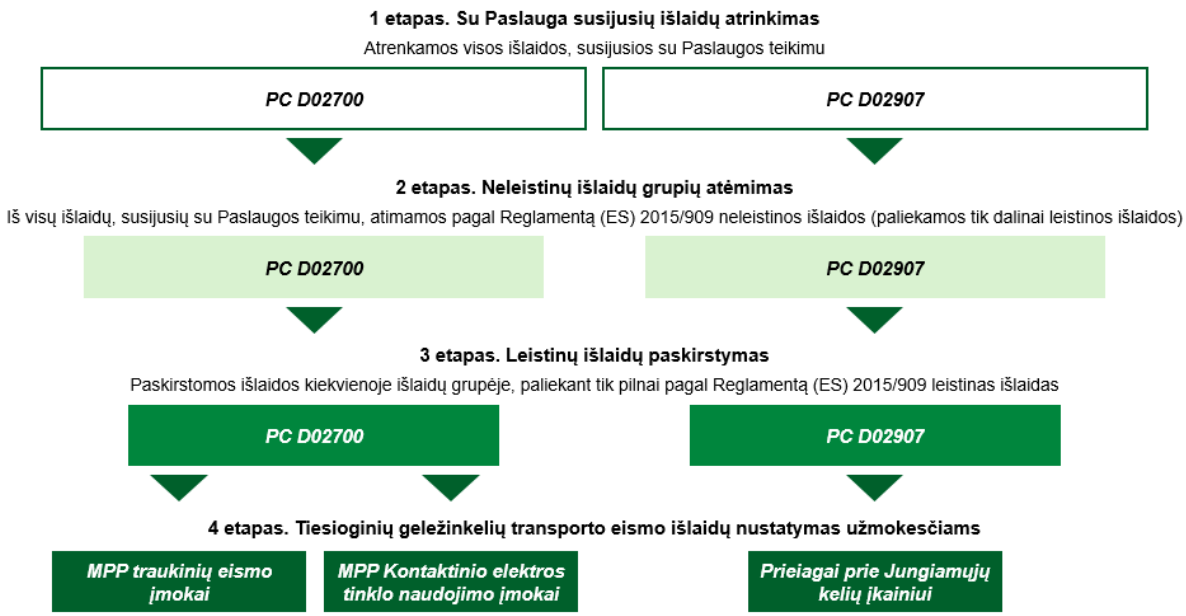


**Figure1 . Main stages in the calculation of direct rail transport costs**

2.1.1. **Stage 1. Selection of costs related to the Service.** All costs related to the provision of the Services, broken down by profit centres, are selected from the 'INFRA Profitability Analysis' report (hereinafter referred to as **the PaPM report**) for the reporting period generated by SAP S/4HANA: PC D02700 'Minimum Access Package (MAP)' (which records costs associated with the provision of the MAP, as defined in Regulation (EU) 2015/909, hereinafter referred to as **PC D02700**) or PC D02907 'Railway lines connected to service facilities' (in which costs relating to the provision of access to infrastructure connecting service facilities, as defined in Regulation (EU) 2015/909, are recorded; hereinafter **'PC D02907'**). [...].

2.1.2. **Stage 2. Deduction of ineligible cost categories**. From all costs relating to the provision of Services under each PC, costs that are ineligible[4] under Regulation (EU) 2015/909 shall be deducted [...]. Costs shall be deducted in the following order:

2.1.2.1. all overheads, as these are classified under Regulation (EU) 2015/909 as fixed costs incurred by LTG Infra even in the absence of rail transport traffic [...];

2.1.2.2. costs classified as civil infrastructure maintenance and renewal costs which are not directly incurred as a result of rail traffic, by cost centre [...];

2.1.2.3. other ineligible costs, broken down by cost elements [...];

2.1.3. **Stage 3. Determination of eligible costs.** After deducting the costs specified in Stage 2 (point 2.1.2.), only those cost groups remain which are fully or partially eligible to be allocated to direct rail transport costs. Table 1 sets out these cost groups, the costs included in them, the extent to which they are allocated to direct railway transport operating costs (fully/partially), and the sources used for selecting the costs and determining their eligibility as direct railway transport operating costs. The proportion of direct railway transport operating costs for each cost category specified in Table 1 of the Description is detailed as follows:

**Table No. 1. Categories of eligible costs, the costs included in them, the extent to which they are allocated, and sources of information**

[4] As specified in Article 4 of the Regulation, 'Costs not included in the calculation of direct costs of train operations'

| # | Cost category | Costs included in the cost groups | Scope of expense allocation | Sources of information |
|---|---|---|---|---|
| **I** | **Staff-related expenses** | | | |
| 1 | Wages and salaries | This cost group includes the following costs:<br>- Wage costs (hereinafter referred to as 'WC costs');<br>- Social insurance contributions (SoDra);<br>- Accrued and paid holiday pay;<br>- Costs relating to temporary incapacity for work (two days of sick leave paid by the employer).<br>All the expenses listed are inseparable from employees' wages and are therefore classified as allowable expenses. | Partial | DU expense report |
| 2 | Group of other staff expenses | This group of expenses includes the following:<br>- Occupational health and safety measures – expenditure necessary to ensure safe working conditions for staff working on the track or in other activities related to railway traffic management where risks arise due to the nature of the work;<br>- Staff transport costs – costs necessary to ensure the prompt arrival of staff at specific infrastructure sites related to rail traffic management, where other means of transport are not available;<br>- Communication costs (technical communication) – only those communication costs directly related to railway traffic management and the staff involved in this work are included – these comprise communication links between trains and control centres, dispatch communications and communication with staff on the line, ensuring the smooth and safe organisation of rail traffic. | Partial | PaPM report |
| **II** | **Asset renewal and maintenance costs** | | | |
| 3 | Renewal costs group | This cost group includes asset renewal costs, understood as the depreciation costs of assets for the reporting period. | Partial | List of assets |
| 4 | Maintenance (repair) cost group | This expense category includes the following expenses:<br>Class 9 of the DK chart of accounts:<br>- Repair costs;<br>- DU costs;<br>- Costs of materials;<br>- Fuel costs;<br>- Electricity costs; | Partially | - Class 9 of the DK chart of accounts – Statement of technical facility costs;<br>- Class 6 of the DK Chart of Accounts – PaPM report. |

| | | | | |
|---|---|---|---|---|
| | | - Depreciation costs (for tools and equipment used to carry out repairs);<br>- Infrastructure charges;<br>- Other costs;<br>Class 6 of the DK chart of accounts:<br>- Repair costs;<br>- Maintenance costs;<br>- Subcontracting (repair services) costs;<br>- Costs of materials and raw materials;<br>- Spare parts costs. | | |

2.1.3.1. **Wage costs.** Wage costs incurred directly as a result of rail transport operations are determined in accordance with the procedure set out below:

2.1.3.1.1. **Identification of staff posts directly facilitating the operation of rail transport**. In accordance with the principles set out in point 2.1.2 of these Guidelines, after deducting ineligible costs, only the wage costs of staff working at railway stations remain within the scope of wage cost calculations. Table No. 2 sets out the list of posts held by staff working at railway stations [...].

**Table No.1 . List of job titles of staff working at railway stations and justification of job functions**

| # | Post | Justification of how the functions of these posts facilitate the operation of rail transport |
|---|---|---|
| 1 | Duty officer at the central control room | [...] |
| 2 | Searcher | [...] |
| 3 | Roadside attendant | [...] |
| 4 | Station attendant | [...] |
| 5 | Station operator | [...] |

2.1.3.1.2. **Determination of the proportion of direct rail transport operating costs relating to staff wages.** In order to determine the proportion of wage costs directly attributable to rail transport operations[5] **,** the following steps are carried out:

2.1.3.1.2.1. all staff are selected for each railway station in accordance with the DU cost report;

2.1.3.1.2.2. only those employees who directly facilitate the operation of rail transport are selected, in accordance with Table 2;

2.1.3.1.2.3. one employee from each post is excluded from the shortlisted list, as these employees are essential for maintaining the minimum service level;

2.1.3.1.2.4. the proportion of staff costs relating to the activities of staff at MPPs or connecting lines is determined [...].

2.1.3.2. **Determination of the proportion of direct rail transport operating costs relating to other staff costs.** Within this cost group, the remaining costs relating to measures to ensure staff health and safety and staff transport costs relate solely to staff accounted for at railway stations, whilst, in the case of

[5] In accordance with recital (8) of Regulation (EU) 2015/909, *'the infrastructure manager should be permitted to include in its calculation of direct costs only those costs which it can objectively and reliably demonstrate as having been directly incurred as a result of train operations*'. Furthermore, Article 4(1)(a) of Regulation (EU) 2015/909, 'Costs not to be included in the calculation of direct costs of train operations', states that the infrastructure manager should not include in the calculation of direct rail transport operating costs *'fixed costs associated with the provision of services on a specific section of railway line which the infrastructure manager incurs even in the absence of train operations*'. In view of these points and the fact that the staff listed in Table 2 are directly involved in train operations and that their wage costs would not be incurred if there were no rail traffic, it must be concluded that all wage costs relating to these employees should be included in the calculations of direct rail transport operating costs.
Nevertheless, a report published in November 2022 by the Independent Rail Regulators Group (IRG-Rail), which reviews the practice of applying direct rail transport costs in Europe, it is noted that other countries follow a practice whereby the costs necessary to maintain a minimum level of service are deducted from total wage costs, as this portion of the costs is classified as fixed costs (p. 27). Given that none of these sources or other official documents relating to railway infrastructure management specify what constitutes a minimum service level, it is assumed that this is equivalent to a situation where, even in the absence of regular rail traffic, the infrastructure manager has employed a sufficient number of staff in the relevant posts to ensure that traffic can take place should it be necessary. Furthermore, as official sources do not specify how many staff would be required at the station in such a scenario, it is concluded that one member of staff for each post at the station should be on duty, with their wage costs constituting fixed costs in this instance. All other staff would be additional staff employed in the event of an increase in rail traffic, depending on traffic intensity; therefore, the wage costs for these staff are directly variable with traffic, i.e. they constitute permissible direct rail transport costs.

communications costs, these are communications costs relating to railway stations and communications cost centres, as well as staff accounted for at these cost centres. [...].

2.1.3.3. **Determination of asset renewal and maintenance costs.** In accordance with point (10) of the preamble to Regulation (EU) 2015/909, LTG Infra may include in the calculation of direct rail transport operating costs the actual depreciation costs of infrastructure and other assets that are directly incurred as a result of rail transport operations – maintenance and renewal costs. In view of this, LTG Infra distinguishes between the following two categories of costs:

2.1.3.3.1. modernisation costs – costs of modernising assets, accounted for as depreciation costs for the reporting period;

2.1.3.3.2. maintenance costs – repair costs, accounted for using accounts in Classes 6 and 9 of the DK chart of accounts (more detailed explanations regarding the determination of costs are provided in point 2.1.3.6 of the Description).

2.1.3.4. Given that the railway network and other assets depreciate not only as a result of railway traffic but also due to environmental factors (e.g. weather conditions, etc.), when determining the costs of asset renewal and technical maintenance (repairs), only that portion of the costs which would vary with rail traffic should be identified. In order to determine this portion of the costs, the CATRIN[6] elasticity coefficient is applied in the Description separately for renewal and maintenance costs[7] .

2.1.3.5. **Asset renewal costs.** Asset renewal costs incurred directly as a result of rail transport operations are determined in accordance with the procedure set out below:

2.1.3.5.1. **Identification of assets subject to wear and tear directly attributable to rail transport operations**. To identify assets subject to wear and tear directly attributable to rail transport operations, the following steps are taken:

2.1.3.5.1.1. a list of assets is generated, which includes all assets owned by LTG Infra during the reporting period and the depreciation costs associated with these assets for the reporting period;

2.1.3.5.1.2. from the list of assets, assets belonging to the relevant cost centres (D02700 and D02907) are selected according to the cost centre code;

2.1.3.5.1.3. from the assets selected in accordance with the point above, only those assets that depreciate directly as a result of rail transport operations are selected [...].

2.1.3.5.2. **Determination of asset renewal costs**. In order to determine the renewal costs incurred directly as a result of rail transport operations, the following steps are carried out:

2.1.3.5.2.1. from the depreciation costs of the selected assets, the portion of costs that was covered by grant funds (funds received to finance investments in specific infrastructure, which the Operator is not obliged to repay) is deducted, as these costs are ineligible under Article 4(2) of Regulation (EU) 2015/909;

2.1.3.5.2.2. the remaining costs are multiplied by the CATRIN elasticity coefficient (0.35). [...].

2.1.3.6. **Maintenance costs.** The determination of maintenance (repair) costs incurred directly as a result of rail transport operations is carried out in accordance with the procedure set out below:

2.1.3.6.1. **Determination of repair costs under Class 9 of the DK chart of accounts**. In Class 9 of the LTG Infra DK chart of accounts, maintenance (repair) costs for the railway network and fixed assets are recorded on a per-order basis. The costs of these maintenance (repair) orders comprise only those costs related to the repair and maintenance of fixed assets (labour, materials, fuel, electricity, tools and equipment used to carry out repairs, depreciation and others), the total of which constitutes the cost price of the repair order[8] . [...].

2.1.3.6.1.5. The calculated costs of carrying out technical maintenance are multiplied by the CATRIN elasticity coefficient, depending on the intensity of rail transport traffic during the reporting period, in accordance with Table 3 below. Rail traffic intensity is calculated separately for each Service.[...].

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[6] Phill Wheat, Andrew Smith and Chris Nash (ITS) with contributions from partners, CATRIN (Cost Allocation of Transport Infrastructure), D8 – Rail Cost Allocation for Europe, Version 3.0, May 2009

[7] The CATRIN coefficient was calculated based on data from different countries regarding the wear and tear of railway infrastructure and other assets caused by traffic. This coefficient was selected following an analysis of various studies examining the impact of trains on the wear and tear of railway infrastructure and other assets. Based on a study carried out by professors at the University *of* Leeds in the United Kingdom (*Prof. Andrew Smith, University of Leeds; Prof. Chris Nash, CERRE & University of Leeds, 'Track access charges: reconciling conflicting objectives – Case Study – Great Britain', 9 May 2018*), which reviews several analyses relating to the wear and tear of railway infrastructure, it can be concluded that the CATRIN coefficient is the most reliable elasticity coefficient, indicating the portion of wear and tear on railway infrastructure and other assets that is attributable to and varies with train operations. It should be noted that the CATRIN study is also referred to in Regulation (EU) 2015/909 (in the footnote to recital (8)), which confirms the reliability and relevance of this study for the purpose of determining the costs incurred directly as a result of train operations.

[8] All the costs listed are directly related to the performance of repair works on a specific asset or infrastructure element. These costs constitute a single, indivisible set of costs necessary to fulfil the order – for example, it is impossible to carry out repairs using only labour costs if materials, tools, electricity and so on are not used. Therefore, in order to accurately account for and track the actual cost of the repair, all these costs are consolidated into a single repair order. This consolidation of costs ensures that the repair process is treated as a single event, and that all associated costs are allocated to the same repair order.

**Table No.2 . CATRIN elasticity coefficient applied to maintenance (repair) costs**

| **Rail transport traffic volume** (tonne-km / 1 km of track) | **Low** (< 10,000,000) | **Medium** (3,000,000 – 10,000,000) | **High** (> 10,000,000) |
|---|---|---|---|
| Recommended modulus of elasticity | 0.2 | 0.3 | 0.45 |

2.1.3.6.2. **Determination of repair costs under Class 6 of the DK chart of accounts**. At LTG Infra, within cost centres related to rail transport operations, a portion of the costs associated with technical maintenance (repairs) (which are not related to repair orders) is accounted for in Class 6 of the DK chart of accounts (e.g. costs of purchased subcontracting services, repair and maintenance costs, spare parts, etc.). As these costs are not directly linked to specific assets, in order to distinguish only those costs directly related to assets subject to wear and tear arising from rail transport operations, it is assumed that the proportion of these costs is directly proportional to the proportion of assets in the list of assets allocated to the relevant KC that are subject to direct wear and tear from rail transport operations.[...].

2.1.4. **Stage 4. Determination of direct rail traffic costs for tariffs relating to the use of MPP train services and the overhead contact line, and for the fee for access to connecting lines:**

2.1.4.1. All Eligible Costs (PC – D02700) determined in Stage 3 are aggregated, taking into account whether the direct rail transport operating costs will be used to calculate the tariffs for MPP train operation charges or overhead contact line usage charges, whilst all Eligible Costs (PC – D02907) identified in Stage 3 are aggregated, taking into account whether the direct costs of rail transport operations will be used to calculate the fee for access to connecting lines. Table 4 provides a systematic overview of the cost categories and the cost determination principles used to establish direct rail transport operating costs, depending on the fee for which these costs are required. [...].

2.1.4.2. The stages and principles for calculating direct railway transport operating costs described above apply accordingly to the entire scope of this Description (PC D02700 or D02907). In cases where the main source of information on costs is the PaPM report (profit (loss) statements for each profit centre, segregated in accordance with accounting segregation requirements), the direct rail transport operating costs for each of these profit centres are calculated separately, following the steps set out in stages 2 and 3. However, in cases where the main source of information on costs is other reports (not the PaPM) mentioned in stage 1, direct rail transport operating costs may be determined without allocating them to profit centres.

**Table No.3 . Principles for determining direct rail transport operating costs by cost category**

| **#** | **Cost group** | **Principles for determining direct rail transport operating costs** | | |
|---|---|---|---|---|
| | | **MPP train traffic charge tariff** | **For the access charge to connecting lines** | **Tariff for the use of the MPP catenary system** |
| **I** | **Staff-related costs** | | | |
| 1 | Wage and salary cost group | According to allocation criteria | According to allocation criteria | N/A |
| 2 | Other employee-related cost group | By PaPM report profit centre (PC D02700) | By profit centre in the PaPM report (PC D02907) | N/A |
| **II** | **Infrastructure renewal and repair costs** | | | |
| 3 | Renovation cost group | By cost centre, depending on which profit centre (PC D02700) the cost centre and its associated assets are allocated to | By cost centre, depending on which profit centre (PC D02907) the cost centre and its associated assets are allocated to | By cost centres whose name includes 'Contact Networks Management' |
| 4 | Repair cost group | - Class 9 – according to the 'functional location' parameter of the maintenance (repair) order, depending on which profit centre (PC D02700) the asset being refurbished is | - Class 9 – by the functional location parameter of the maintenance (repair) order, depending on which profit centre the asset being renewed is | - Class 9 – according to the 'functional location' parameter of the repair order, depending on the intended use of the asset being upgraded (if the contact railway |

| # | Cost group | Principles for determining direct rail transport operating costs | | |
|---|---|---|---|---|
| | | MPP train traffic charge tariff | For the access charge to connecting lines | Tariff for the use of the MPP catenary system |
| | | allocated to and the purpose of that asset;<br>- Class 6 – by profit centre (D02700) from the PaPM report, excluding costs relating to the contact railway network (KC, where the attribute 'KT' is used). | allocated to and the purpose of that asset;<br>- Class 6 – by profit centre (D02907) from the PaPM report. | network is being upgraded);<br>- Class 6 – by profit centre (D02700) from the PaPM report and by cost centres (KC, where the attribute 'KT' is used). |

## III. FINAL PROVISIONS

3.1. This description shall be reviewed at least every 5 (five) years or following significant changes to the accounting system, and shall be updated as necessary.

## 16. METHODOLOGY FOR THE IDENTIFICATION OF SEGMENTS OF THE RAIL TRANSPORT MARKET AND THE ASSESSMENT AND DETERMINATION OF THE ABILITY OF RAILWAY UNDERTAKINGS (CARRIERS) OPERATING IN THESE SEGMENTS TO PAY MARK-UPS (EXTRACT)

### PART I. GENERAL PROVISIONS

1.1. The Methodology for the identification of segments of the rail transport market and for the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups (hereinafter - Methodology) establishes the procedure for the identification of segments of the rail transport market and for the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups.

1.2. The Methodology applies to the employees of AB "LTG Infra" whose functions are related to the determination of the list of segments of the rail transport market and the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups.

1.3. Terms and abbreviations used in the Description:

| Definition or abbreviation | Definition or explanation |
|---|---|
| **KN** | Common freight nomenclature codes. |
| **EU** | European Union |
| **EU countries** | The 27 European countries belonging to the European Union at the time of the development of the Methodology, the United Kingdom and Switzerland, which are analysed in the assessment of segments and pairs of segments according to the assessment criterion "Identification of segment in other EU countries". |
| **EUR** | Euros. |
| **HP filter** | *Holdrick Prescott* filtras (Microsoft Excel plug-in). |
| **Total price** | Segment price for carriage on the public rail infrastructure, comprising the train traffic fee rate and fee rate for the carriage of passengers, baggage and/or freight assigned to the segment where the mark-up may be applied, (EUR/tkm gross and/or Eur/tkm net). |
| **IV** | Public railway Infrastructure Manager. |
| **GTK** | Rail Transport Code of the Republic of Lithuania; |
| **MPP** | Minimum access package for public rail infrastructure. |
| **Planned IV costs** | Costs of the Infrastructure Manager for the calendar year, for which the assessment to bear mark-ups is performed, indicated in the contract for ensuring the quality and financing of public railway infrastructure and railway service facilities owned by the State of Lithuania. These costs are decreased by IV costs, directly incurred while providing the use of overhead contact line services. |
| **Planned IV costs directly incurred while providing the use of overhead contact line services** | Actual average costs of the Infrastructure Manager for the 5 most recently completed calendar years[9], adjusted according to the average annual inflation rate in the Republic of Lithuania for the last calendar year preceding the year for which the assessment of possibility to pay mark-ups is carried out (based on the data of the Lithuanian Statistical Department on the annual inflation rate in the last calendar year preceding the year for which the assessment of possibility for pay mark-up is carried out). |
| **PSO** | A public passenger and baggage carriage service by rail, provided on the basis of a public service agreement concluded between an institution authorised by the Government of the Republic of Lithuania and a railway undertaking (carrier). |
| **Optimal price** | The total price calculated by the IV by applying the optimisation function to the relevant period of the service train timetable in accordance with the procedure set out in Part III of the Methodology and comprising the train traffic fee and the segment mark-up. |
| **Segments** | Segments of the rail transport market. |

| Definition or abbreviation | Definition or explanation |
|---|---|
| **Segment elasticity sections** | Minimum and maximum limits of total price, which are set separately for each of the segments identified and which define the extremes of the optimisation function's performance within which the optimal price for the segments can be determined. |
| **Calculator** | A tool for assessing and determining the ability of railway undertakings (carriers) to pay mark-ups in segments of the rail transport market. |
| **Agreement** | Agreement for ensuring quality and financing of public railway infrastructure and railway service facilities owned by the Lithuanian state. |
| **Gross Tkm** | A unit of measurement of rail transport volumes expressed in gross tonne-kilometres (including locomotive and wagon weights). |
| **Tkm net** | A unit of measurement of rail transport volumes expressed in net tonne-kilometres (not including locomotive and wagon weights). |
| **USD** | United States dollars. |
| **Carrier** | Railway undertaking (carrier). |
| **Payment rules** | Rules for calculation and payment of the fee for the minimum access package, the fee for the use of the public railway infrastructure for the provision of rail transit services and the fee for the allocated but unused capacity of the public railway infrastructure, approved by Resolution No. 610 of the Government of the Republic of Lithuania "On the approval of the Rules for Calculation and Payment of Fees for the Minimum Access Package, Fees for Usage of Public Railway Infrastructure to Provide Transit Railway Services and Fees for Allocated but Unused Capacity of Public Railway Infrastructure" of 19 May 2004 |
| **Carriage services** | Services for the carriage of passengers, baggage and/or freight on domestic and/or international routes. |

1.4. Other terms used in the Methodology shall have the meaning given to them in the GTK and the Payment rules.

## PART II. ASSESSMENT AND IDENTIFICATION OF SEGMENTS

### Section 1. General provisions for the assessment and identification of segments

1.1. The IV shall assess and identify segments and segment pairs in accordance with the GTK and the procedures for assessing segments and segment pairs set out in Section 2 of the Methodology.

1.2. In accordance with Article 25[1] of the GTK, the IV, prior to identifying segments, should assess at least the following segments: freight services, passenger services within the framework of a public service contract and other passenger services as well as the following segments pairs:

1.2.1. passenger, baggage and freight services by rail;

1.2.2. services for the carriage of dangerous goods and other goods by rail;

1.2.3. domestic and international services by rail;

1.2.4. combined passenger services and direct train passenger services (passenger trains that can reach the required station without the passenger having to change trains);

1.2.5. services of carriage of freight by direct trains (trains, that go from the departure to the finish railway station without being re-formed in the intermediary railway stations) and freight freight with assembled trains (trains, that delivery wagons to intermediary railway stations and collect wagons from there);

1.2.6. regular and occasional train services.

1.3. In addition to the assessment of segments and segment pairs referred to in point 1.2 of this Methodology, the IV may also assess other segment pairs that are specific to the rail transport market, including but not limited to the segments referred to in parts 4 and 5 in Article25[1] of the GTK.

1.4. Segments and pairs of segments are assessed according to the evaluation criteria by assigning a score to each criteria in accordance with the procedure set out in Section 2 of the Methodology.

1.5. Once the segments on which mark-ups may be applied are identified, the list of segments shall be approved and published in accordance with the procedures laid down in the GTK.

## Section 2. Procedures for the assessment of segments and pairs of segments

2.1. The IV shall assess the segments and pairs of segments according to the segment assessment criteria set out in Table 1, considering aspects and explanations provided, and shall award a score.

2.2. For the assessment of segments and pairs of segments according to the assessment criteria set out in Table 1 of Section 2 of the Methodology, the IV shall use the following data sources as appropriate:

2.2.1. Information from carriers;

2.2.2. data from secondary sources (carriers' publicly available information, their performance reports and other sources).

2.3. A segment and/or a pair of segment shall be further evaluated in accordance with Part III of the Methodology when both conditions are met: the total of the scores awarded in the evaluation of the criteria set out in Table 1 is at least 5 points and each criteria, with the exception of the criteria “Segment identification in the other EU countries", is awarded a score of at least 0.5 points, and the results of the evaluation of the other segments and segment pairs and the context of the rail transport activities are taken into account.

2.4. After assessing the segments and pairs of segments according to the assessment criteria, the IV shall further assess the segments in accordance with the procedure set out in Part III of the Methodology.

**Table 1.** Criteria for assessing segments and pairs of segments

| Criteria | Aspects and explanations how to assess criteria | Scoring procedure | | | | |
|---|---|---|---|---|---|---|
| | | 0 | 0,25 | 0,50 | 0,75 | 1 |
| **Efficiency of segment identification** | The assessment whether defining a segment and/or a pair of segments would have an impact on the transport volumes (productivity) | Defining a segment and/or a pair of segments has negative consequences - the transport volumes of the assessed segment and/or a pair of segments may be reduced (productivity)) | - | There are no consequence of defining a segment and/or a pair of segments:<br><br>• the transport volumes (productivity) of the segment and/or a pair of segments being assessed remain unchanged | - | Defining a segment and/or a pair of segments has positive consequences:<br><br>• the transport volumes (productivity) the segment and/or a pair of segments being assessed potentially increases |
| **Transparency of segment identification** | The assessment whether defining a segment and/or a pair of segments can be based on clear rules and criteria, and whether carriers record data on the transport services attributed to a segment and/or a pair of segments | There are no clear rules and criteria for a segment and/or a pair of segments to be distinguished<br><br>**and**<br><br>Carriers do not record data on the transport services attributed to a segment and/or pair of segments | - | There are no clear rules and criteria for the segment and/or a pair of segments to be distinguished, but carriers record data on the transport services attributed to the segment and/or a pair of segments<br><br>**or**<br><br>the segment and/or a pair of segments has clear rules and criteria to allow the segment to be distinguished, but carriers do not record data on the carriage services allocated to the segment and/or pair a of segments | - | The segment and/or a pair of segments has clear rules and criteria to enable the segment to be distinguished<br><br>**and**<br><br>carriers record data on the transport services attributed to a segment and/or a pair of segments |

| Criteria | Aspects and explanations how to assess criteria | Scoring procedure | | | | |
|---|---|---|---|---|---|---|
| | | 0 | 0,25 | 0,50 | 0,75 | 1 |
| **Non-discrimination/ competitiveness** | The assessment whether there is a difference in the conditions for access to transport services between carriers and their customers (irrespective of their market share) operating in the segment and/or a pair of segments identified | **Carriers** operating in a segment and/or in a pair of segments have **different conditions of operation** irrespective of their market share<br>**and/or**<br>**Customers of carriers** operating in a segment or in a pair of segments have different conditions for access to transport services irrespective of their market share | - | **Carriers** operating in a segment and/or a pair of segments have **equal conditions of operation** irrespective of market share<br>**or**<br>**Customers of carriers** operating in a segment or a pair of segments have equal access to the same conditions of access to transport services irrespective of the market share of the carrier | - | **Carriers** operating in a segment and/or a pair of segments have **equal conditions of operation** irrespective of their market share<br>**and**<br>**Carriers' customers** operating in a segment or a pair of segments shall have equal conditions of access to transport services, irrespective of the market share of the carrier |
| **Segment identification in other EU countries** | Assessment of whether other EU countries have identified the same segment and/or pair of segments | Segment and/or pair of segments in the EU countries analysed - not identified | The segment and/or pair of segments is identified in two or fewer of the EU countries analysed | A segment and/or segment pair I identified in more than two but less than eight of the EU countries analysed | A segment and/or pair of segments is identified in more than eight but less than 15 of the EU countries analysed | A segment and/or a pair of segment identified in more than 15 EU countries analysed |

| Criteria | Aspects and explanations how to assess criteria | Scoring procedure | | | | |
|---|---|---|---|---|---|---|
| | | 0 | 0,25 | 0,50 | 0,75 | 1 |
| **Segment homogeneity** | It assesses whether:<br><br>there is a risk of overlap between a segment and/or a pair of segments and other segments and/or pairs of segments, and whether this could lead to a risk of double charging for the same passenger, baggage or freight services when assessing the published prices of services by carriers;<br>there is no risk of overlap between the segment and/or a pair of segments and other segments and/or a pair of segments in terms of the characteristics of the passenger services (direction of carriage, distance of carriage, additional services, speed of carriage, duration of carriage or other characteristics disclosed by the carriers in their publicly available information) or of the freight services (type of freight, direction of carriage, frequency of carriage or other characteristics disclosed by the carriers in their publicly available information) | A segment and/or a pair of segments overlaps with other segments and/or pairs of segments, creating a risk of double charging for the same passenger, baggage or freight services when assessing the prices published by carriers,<br><br>**and**<br><br>the segment and/or pair of segments overlaps with other segments and/or pairs of segments in the assessment of the characteristics of the passenger service (as indicated in the column "Aspects and explanations how to assess criteria" of this table) or the characteristics of the freight service (as indicated in the column "Aspects and explanations how to assess criteria" of this table) | - | A segment and/or pair of segments overlaps with other segments and/or pairs of segments, which creates a risk of double charging of the same passenger, baggage or freight services, in terms of the prices published by the carriers, but the segment and/or pair of segments does not overlap with other segments and/or pairs of segments in the assessment of the characteristics of the passenger services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table) or of the characteristics of the freight services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table)<br><br>**or**<br><br>A segment and/or pair of segments does not overlap with other segments and/or pairs of segments, which creates a risk of double charging of the same passenger, baggage or freight services, in terms of the prices published by the carriers, but the segment and/or pair of segments does not overlap with other segments and/or pairs of segments in the assessment of the characteristics of the passenger services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table) or of the characteristics of the freight services (as indicated in the "Aspects and explanations of the criterion assessment" column of this table) | - | A segment and (or) a pair of segments do not overlap with other segments and (or) pairs of segments, thus managing the risk of double charging for the same passenger, baggage or freight services when assessing the published prices of services by carriers,<br><br>and<br><br>the segment and/or pair of segments does not overlap with other segments and/or pairs of segments in the assessment of the characteristics of the passenger service (as indicated in the column "Aspects and explanations of the criterion assessment" of this table) or the characteristics of the freight service (as indicated in the column "Aspects and explanations of the criterion assessment" of this table) |

| Criteria | Aspects and explanations how to assess criteria | Scoring procedure | | | | |
|---|---|---|---|---|---|---|
| | | 0 | 0,25 | 0,50 | 0,75 | 1 |
| **The segment's requirements for carriage services are very different compared to the carriage services requirements set for the other segments and/or segment pairs** | The assessment shall consider whether the cost, price or quality requirements of the carriage services differ significantly in relation to the assessment of these aspects:<br>• the cost of operating in a segment and/or a pair of segments varies considerably according to the carrier survey data, given the same assumptions (volume, distance, route). In the event of differences in the responses collected in the carrier survey, the assessment of significant differences in the above-mentioned aspects shall be carried out by weighting the responses with the highest number of identical choices. If only two carriers participated in the survey and their answers differ, the information of the carrier with the largest market share (volume) in the segment is used<br>• the cost of carriage services in a segment and/or a segment pair differs significantly when, on the basis of the carriers' publicly available information on the cost of operating their transport services (tariffs or fares), the cost of operating the carriage services of that segment and/or segment pair differs by more than 5%[10] from the cost of operating the carriage services of the other segments on the basis of the same assumptions (volumes, distances, routes).<br>• the quality requirements for the provisions of carriage services at the segment and/or segment pair, as laid down in the Regulation of the European Parliament and of the Council[11] or in the Rules on the Carriage of Goods by Rail[12], are different from the quality requirements for the operation of the transport services for other segments. | No differences were found between the transport services of a segment and/or a pair of segments in any of the aspects assessed, i.e. neither in terms of the cost of the provision of transport services, nor in terms of the price of the transport services, nor in terms of the quality of the transport services. | - | - | - | The transport services of the segment and/or pair of segments differ in at least one of the aspects listed in the column "Aspects and explanations how to assess critria" of this table, i.e. in terms of the cost of the transport services, the price of the transport services or the quality requirements of the transport services |

## PART III. IDENTIFICATION OF SEGMENTS IN WHICH MARK-UPS MAY BE APPLIED, DETERMINING MARK-UPS

### 3. Section. General provisions

3.1. After assessing and identifying the segments according to the assessment criteria, the IV further assesses whether the carriers in are able to pay the mark-ups (hereinafter - assessment of ability to pay) within those segments. This assessmentof ability to pay is carried out using the Calculator, <...>.

3.2. The "Solver" calculator's plug-in calculates the optimal price for the segments identified and uses it to determine the size of the markups for the segments where mark-ups can be applied by applying the optimisation function (the flowchart of the optimisation function is shown in Figure 1). The optimisation function uses the following elements:

3.2.1. forecasted traffic volumes, which shall be assessed in accordance with the procedure set out in Section 4 of the Methodology;

3.2.2. the elasticity coefficients of the segments identified, calculated in accordance with the procedure set out in Section 5 of the Methodology;

3.2.3. the elasticity of the segments identified, which shall be determined in accordance with the procedure set out in Section 6 of the Methodology;

3.2.4. The costs incurred by the IV while performing the IV's functions (excluding costs directly incurred while providing the use of overhead contact line services) in the year for which the assessment of ability to pay is made;

3.2.5. The estimated revenue of IV for the year under assessment, which shall be estimated after aggregating the revenue from passenger, baggage and freight transit charges, the revenue from freight charge when freight is transported from or to third countries and the revenue from train traffic charge, excluding revenue from train traffic charge which are generated while providing transportation services of passengers, baggage and freight services allocated to the segment.

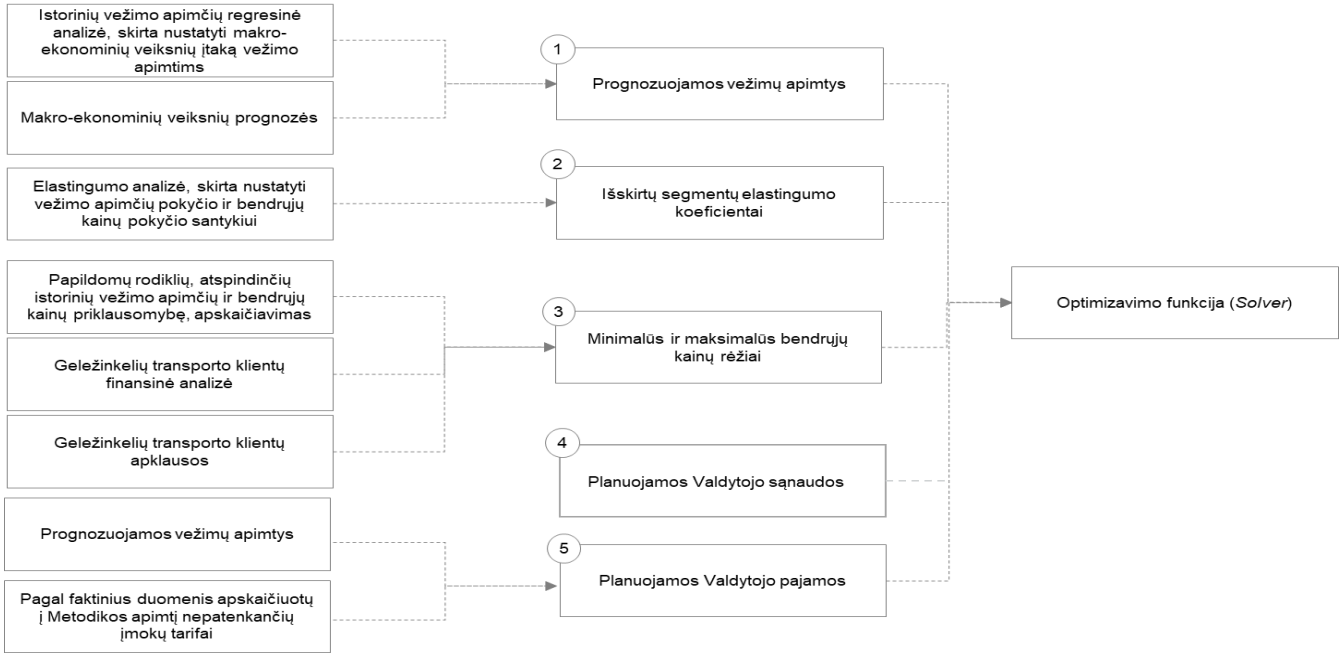


**Figure 1. Flowchart of the optimisation function**

3.3. The elements of the optimisation function referred to in points 3.2.1 to 3.2.5 of this section of the Methodology are calculated using:

3.3.1. Data on transport volumes available to the IV for the 5 calendar years ending before the year in which the assessment of ability to pay is made. If, due to circumstances beyond the control of the IV and/or the carriers, which could not be planned and influenced, there was one calendar year during the period in question, for which the total traffic volumes (without considering separately the volumes of each segment) on the infrastructure network do not reflect the trend of traffic volumes for the period in question, the traffic volumes of such a calendar year are not to be assessed. In this case, the sample of transport volume data shall be

adjusted by adding transport volume data for calendar years earlier than those referred to in the first paragraph of this point, so that a total of 5 calendar years of data is considered;

3.3.2. data provided by the carriers on their customers, the KN codes of the goods carried, the intermodal units, the direction of carriage of the segments identified, the train working volume (tkm gross), the carriage of freight (tkm net) of the segments identified, the volumes of carriage of PSO, non-PSO and other data, based on the last completed calendar year preceding the year in which the size of payable mark-up for the segments identified is being assessed;

3.3.3. data available to the IV on the actual total price of the segments identified. In case, the segments identified according to Section II of the Methodology are new and (or) other segments and they differ from the ones approved and published in the Network Statement during a period of 5 ended calendar years, prior to the years on which the assessment of ability to pay is made, the following should be calculated: theoretic total price of a segment identified, which is received IV revenue from new and (or) other segments dividing by transportation volumes during the above mentioned period;

3.3.4. actual data on macro-economic factors, based on forecast data for the 5 completed calendar years preceding the year in which the assessment of ability to pay is carried out, and for the calendar years of these factors in which the assessment of ability to pay is carried out, and for the 2 calendar years following the year in which the assessment of ability to pay is carried out, which are derived from an analysis of publicly available data.

## Section 4. Forecasting transport volumes

4.1. IV shall forecast the traffic volumes of the segments identified for 3 calendar years, starting with the calendar year in which the assessment of ability to pay is made, and for the next 2 calendar years following the year in which the assessment of ability to pay is made, by doing the following:

4.1.1. use data on the actual transport volumes of the segments identified for the 5 calendar years as referred to in point 3.3.1 of the Methodology <...>, including data provided by carriers <...>;

4.1.2. eliminate variations in the transport volumes of selected segments at selected intervals with the help of the HP filter. <...>;

4.1.3. collect data on macro-economic factors likely to affect the transport volumes of the segments identified, for the same 5 calendar years ending in the same year, in the manner specified in point 3.3.1 of the Methodology, and organise them quarterly;

4.1.4. after carrying out the steps set out in points 4.1.1.1 to 4.1.3 of the Methodology, construct linear regression models to identify the correlation between the different macro-economic factors and the traffic volumes of the segments identified, which best reflects the dependence of the variation in the traffic volumes on the variation in the macro-economic factors, and determine the coefficients of the linear regression models of these factors. When building linear regression models, the IV searches for the combination of traffic volumes of the segments and the macroeconomic factors that explain them, for which the linear regression correlation coefficient (R) is highest. Acceptable values for the linear regression correlation coefficient are those greater than 0.85 (R>0.85). <...>;

4.1.5. when constructing linear regression models in accordance with point 4.1.4 of the Methodology, IV shall first check the dependence of the transport volumes of the segments from macro-economic factors such as: exports (in thou. EUR); imports (thou. EUR); gross trade (export and import amounts; thou. EUR); world wheat harvest (million tonnes); wheat prices (USD/t); oil prices (USD/t). Depending on the segments identified, the IV may complement and/or replace the above mentioned macro-economic factors with other macro-economic factors;

4.1.6. make a forecast of the macro-economic factors identified in accordance with point 4.1.4 of the Methodology for a period of 3 calendar years starting in the calendar year in which the assessment of the ability to pay is made, and for the following 2 calendar years following the year indicated. For forecasting purposes, the IV shall rely on publicly available data on forecasts of macro-economic factors identified in accordance with point 4.1.4 of the Methodology. <...>;

4.1.7. forecast the transport volumes of the segments identified using linear regression models developed in accordance with the procedure set out in point 4.1.4 of the Methodology and the forecast data on macro-economic factors assessed in point 4.1.6 of the Methodology. In the event that linear regression models do not identify the best combination of transport volumes and the macro-economic factors that reflect

these volumes (a combination with an acceptable correlation coefficient is not identified), and/or in the event that transport volumes have been influenced by circumstances beyond the control of the IV and/or the carriers, which are not possible to plan and influence, the IV shall forecast the transport volumes of the segments identified:

4.1.7.1. equate the annual change in traffic volumes of identified segments to the average annual change in traffic volumes for the 5 calendar years in accordance with the procedure set out in point 3.3.1 of the Methodology, or;

4.1.7.2. by expert assessment for 3 calendar years, starting in the calendar year in which the assessment of ability to pay is carried out and for the following 2 calendar years after that year.

4.2. IV forecasts the volumes of traffic, which is not assigned to the segment, for 3 calendar years, starting with the calendar year in which the assessment of the ability to pay is made, and for the following 2 calendar years after that year, on the basis of expert judgement.

**Section 5. Calculation of the elasticity coefficients of identified segments**

5.1. IV calculates the elasticity coefficients of identified segments, which show the dependence of the traffic volumes of the segments identified on the total price, by doing the following:

5.1.1. uses monthly actual transport volumes data of the identified segments for the 5 calendar years ending in the manner set out in point 3.3.1. of the Methodology <...>;

5.1.2. removes short-term fluctuations from the transport volumes identified in accordance with point 5.1.1. of the Methodology by while using the HP filter <...>;

5.1.3. uses the estimated actual monthly total prices for the 5 completed calendar years determined in accordance with the procedure set out in point 3.3.1. of the Methodology <...>;

5.1.4. considers that the 5 completed calendar years, as defined in point 3.3.1 of the Methodology, consist of five periods of 12 months each (hereinafter - period) <...>;

5.1.5. assesses deferral of actual total price data of the identified segments for a period of 12 months[13] (one period), taking into account the carriers' practice of entering into long-term agreements with an average duration of 2 years <...>. In the absence of long-term agreements with carriers, the IV does not assess the deferral of actual gross price data for the distinguished segments;

5.1.6. constructs linear regression models for the traffic volumes of the segments identified in accordance with point 5.1.2 of the Methodology and the total prices determined in accordance with the procedure set out in point 5.1.3 of the Methodology and determines the coefficients of the linear regression equations (b)[14] <...>;

5.1.7. calculates the elasticity coefficients of the segments identified using the formula[15]:

$$E_{(i)} = b_i \times \left(\frac{(Q_{Max_i} + Q_{Min_i})}{2}\right) \div \left(\frac{(P_{Max_i} + P_{Min_i})}{2}\right), \text{ wheras}$$

$E_{(i)}$ - the elasticity coefficient of the relevant segment identified;

$b_{(i)}$ - the coefficient of the linear regression equation for the relevant segment identified, calculated in accordance with the procedure set out in point 5.1.6. of the Methodology;

$Q_{Max(i)}$ - the maximum transport volumes for the relevant segment identified within the framework from the second to fifth (last) period, if the deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology, or the maximum transport volumes in the first to fifth period, if no deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology;

$Q_{Min(i)}$ - the minimum transport volumes for the relevant segment identified within the framework from the second to fifth (last) period, if the deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology, or the minimum transport volumes in the first to fifth period, if no deferral of actual total price data for the segments

identified has been assessed by the IV in accordance with the procedure laid down in sub-point 5.1.5 of the Methodology;

$P_{Max(i)}$ - the maximum total price for the relevant segment identified within the framework from the first to fourth period if the deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure set out in sub-point 5.1.5 of the Methodology, or the maximum total price in the first to fifth period if no deferral of actual total price data for the segments identified has been assessed by the IV in accordance with the procedure set out in sub-point 5.1.5 of the Methodology;

$P_{Min(i)}$ - the minimum total price for the relevant segment identified within the framework from the first to fourth period if the actual total price data for the segments identified have been deferred in accordance with the procedure set out in sub-point 5.1.5 of the Methodology or the minimum total price for the first-fifth period if the actual total price data for the segments identified has not been deferred in accordance with the procedure set out in sub-point 5.1.5 of the Methodology

5.1.8. assess the estimated elasticities of the segments identified in accordance with the following procedure:

5.1.8.1. only elasticities with a negative value are assessed according to the following principles:

5.1.8.1.1. if the elasticity coefficient of the segment identified is less than -1, the traffic volumes of this segment are considered to be elastic to the actual total price, i.e. as the total price increases, the traffic volumes decrease;

5.1.8.1.2. if the elasticity coefficient of the segment identified is between 0 and -1, the traffic volumes of this segment are considered to be inelastic to the actual total price, i.e. as the total price increases, the traffic volumes also increase (no correlation between the total price and the volumes of traffic);

5.1.8.1.3. if the elasticity coefficient of the segment identified is equal to -1, the change in the traffic volumes of this segment is considered to be equal to the actual change in the total price, i.e. an increase/decrease in the total price leads to an increase/decrease in the traffic volumes;

5.1.8.2. elasticity coefficients with a negative value are used in the optimisation function referred to in point 7.1 of the Methodology to adjust the maximum forecast of traffic volumes. <...>;

5.1.8.3. Elasticities with positive values are not assessed.

5.2. The IV shall not calculate the elasticity coefficients for the segments identified if the IV determines that the segments identified have been subject to fixed total prices for the 5 completed calendar years determined as set out in sub-point 3.3.1. of the Methodology <...>.

## Section 6. Determination of the elasticity limits of the segments identified

6.1. The IV sets the elasticity limits of the segments identified separately for each segment.

6.2. IV shall determine the initial elasticity limits of the segments identified by following the steps set out in points 6.2.1.1 to 6.2.6 of the Methodology:

6.2.1. uses the same monthly traffic volume data for the segments identified, in accordance with the following procedure:

6.2.2. uses the same monthly actual total price data for the segments identified as set out in point 5.1.3 of the Methodology;

6.2.3. calculates the additional indicators for the segments identified, which are referred to in points 6.2.3.1 to 6.2.3.3 of the Methodology <...>. The additional indicators, which are calculated for the periods determined in accordance with the procedure set out in point 5.1.4 of the Methodology, are further used by the IV to determine the elasticity limits of the segments identified;

6.2.3.1. the average total price for the period, which is calculated as the average of the monthly total prices for one period;

6.2.3.2. the annual change in the period's average total price, calculated as the percentage change in the average total price of two consecutive periods <...>;

6.2.3.3. the change in traffic volumes at the beginning and end of the period, calculated as the percentage change in traffic volumes of the segments identified at the end and beginning of the period <...>;

6.2.3.4. calculates a total price step for each of the segments identified, which shall be equal to the average of the annual changes in the total price of the relevant segment, calculated in accordance with the procedure set out in point 6.2.3.2. of the Methodology;

6.2.4. calculates for each of the segments identified a trend in traffic volumes which is equal to the median of all the changes in traffic volumes at the beginning and at the end of the period for the relevant segment's ancillary indicator, calculated in accordance with the procedure laid down in point 6.2.3.3. of the Methodology. A negative median indicates a decrease in transport volumes, while a positive median indicates an increase in transport volumes;

6.2.5. taking into account the elasticity of the segments identified and the trend in the change of traffic volumes in accordance with the principles set out in Table 2 of the Methodology for 5 calendar years, assessed according to the order, provided for in sub-point 3.3.1 of the Methodology, the last period total price average, calculated according to the order, provided for in sub-point 6.2.3.1 of the Methodology, corrects the total price step module, i.e. depending on the segments' elasticity, IV increases or decreases the average of the total price of the last period of 5 calendar years by the amount equal to corresponding number of steps of the total price module specified in Table 2.

**Table 2.** Total price step adjustment applied to the average of the total price of the last period of 5 calendar years, assessed in accordance with point 3.3.1 of the Methodology

| Elasticity of the segment identified | Trend in traffic volumes | The average total price for the last 5 calendar years shall be subject to a total price step adjustment, whereby the total price for the last period shall be increased or decreased by the corresponding total price step size | |
|---|---|---|---|
| | | Minimum total price cut | Maximum total price cut |
| Elastic | Grows | - 1 total price step | + 1 total price step |
| | Decreases | - 2 total price steps | - 1 total price step |
| Not elastic | Grows | + 1 total price step | + 2 total price steps |
| | Decreases | - 1 total price step | + 1 total price step |
| Traffic volumes independent of price | Grows | + 1 total price step | + 2 total price steps |
| | Decreases | - 1 total price step | + 1 total price step |

6.3. The IV shall check the initial elasticity limits for each of the segments identified in accordance with the procedure set out in point 6.2 of the Methodology and shall adjust them as necessary using the procedure set out in points 6.3.1 and 6.3.2 of the Methodology:

6.3.1. The IV conducts a survey of selected carriers and/or their customers:

6.3.1.1. During the survey, the IV shall interview carriers and/or their customers selected in accordance with the procedure set out in points 6.3.1.1.1 to 6.3.1.1.2 of the Methodology:

6.3.1.1.1. The IV shall interview at least one carrier and/or its customer operating in the segment identified;

6.3.1.1.2. The traffic volumes of the carriers and/or their customers interviewed by the IV in the segment identified must together account for at least 50% of the total transport volumes in the segment identified;

6.3.1.2. In the course of the survey, the IV shall assess whether the optimal segmental price, which was calculated considering the initial elasticity limits for each of the segments identified in accordance with the procedure set out in point 6.2 of the Methodology, would have an impact on the volumes of traffic and/or on the decision to switch mode of transport in the segment identified. In the course of the surveys, the IV assumes that the non-rail component of the transport price paid by carriers and/or their customers is fixed, and that the change in the transport price, which could lead to a decision by carriers and/or their customers to reduce transport volumes and/or to change mode, is influenced by the change in the overall price resulting from the determination of the optimal segmental price, which would be calculated considering the initial elasticity limits for each of the segments identified in accordance with the procedure set out in point 6.2 of the Methodology (hereinafter referred to as the - total price change);

6.3.2. In case the survey identifies that a total price change may have an impact on the decision of carriers and/or their customers to reduce volumes of traffic and/or to change mode of transport, the IV shall carry out an analysis of the financial statements of the carriers and/or their customers:

6.3.2.1. for the analysis of the financial statements, the IV shall select the carriers and/or their customers that meet the requirements set out in points 6.3.2.1.1.1 to 6.3.2.1.2 of the Methodology:

6.3.2.1.1. Optimal segment prices for carriers and/or their customers are increasing for the segments identified in which carriers and/or carriers' customers operate, and;

6.3.2.1.2. The transport volumes of carriers and/or their customers in the last calendar year preceding the year in which the assessment of ability to pay is made shall represent at least 10% of the transport volumes in the segment identified;

6.3.2.2. during the analysis of the financial statements of selected carriers and/or their customers, the IV assesses the impact of a change in the total price on the level of revenues of carriers and/or their customers;

6.3.2.3. if, following a survey and/or analysis of the financial statements of the selected carriers and/or their customers, the IV determines that the change in the annual cost of MPP services of the carriers and/or their customers in the segments identified, resulting from the change in the total price, is more than 2% of the annual revenue of the selected carriers and/or their customers and it has been identified in the course of the survey, that a change in the total price would lead to a decision by the carriers and/or their customers to reduce transport volumes and/or to change mode, the IV shall adjust the initial elasticity limits of the segments identified by reducing them by one total price step until the change in the annual cost of MPP services in segments identified is less than 2 % of the annual revenues of the selected carriers and/or their customers.

6.4. For each year in which IV carries out an assessment of the ability to pay, the IV shall calculate the values of the elasticity limits of the segments identified, in accordance with point 6.2 of the Methodology, and shall apply the following procedures to the results:

6.4.1. if the calculated value of at elasticity limits of the segments identified in accordance with point 6.2 of the Methodology increases by 5 percentage points, the IV shall carry out a determination of the elasticity limits of all the segments identified, in accordance with the procedure set out in points 6.2 and 6.3 of the Methodology;

6.4.2. if the calculated value of elasticity limits of all the segments identified in accordance with point 6.2 of the Methodology change by up to 5 percentage points, the IV may decide not to change the elasticity limits of segments identified and to apply the same values of the elasticity limits of segments identified as it applied in the last year preceding the year in which the assessment of the ability to pay is carried out, or to adjust the elasticity limits of segments identified in accordance with the factors referred to in point 6.1.4.2.1 to 6.4.2.3, but the adjustment of the elasticity limits values made in accordance with the points referred to above may not be increased by 5 percentage points;

6.4.2.1. The average annual inflation rate in the Republic of Lithuania (based on the inflation rate for the last 12 months, as published by the Lithuanian Department of Statistics at the time of the assessment of ability to pay) or;

6.4.2.2. The change in IV costs (applicable if the dynamics of IV costs are different from the inflation recorded); or

6.4.2.3. Change in road transport costs (average, calculated after taking into account road or other taxes).

6.5. IV shall continue to use the elasticity limits of the segments identified in accordance with the procedure described in point 6.2 of the Methodology and verified in accordance with the procedure described in point 6.3 of the Methodology as elements of the optimisation function referred to in point 7.1 of the Methodology.

6.6. If the optimum price of the segments is equated to the threshold of the segments' minimum total price margin and the optimisation function in the Calculator calculates that IV's revenues are higher than IV's costs, IV shall adjust the minimum total price margin of the segments identified in accordance with the procedure set out in points 6.2 and 6.3 of the Methodology by reducing them for all the segments in proportion to an amount equal to the amount of the train traffic fee rate. Under the above conditions, the minimum total price of segments identified shall not be adjusted for those segments which cannot bear the mark-up, i.e. where the optimal segment price, determined in accordance with the procedure set out in points 6.2 and 6.3 of the Methodology, is only the train traffic fee.

## Section 7. Determining the optimal price for segments identified

7.1. IV calculates the optimal price for the segments identified using the "Solver" plug-in, which makes calculation according to the formula of the optimisation function <...>:

7.1.1. the formula for the optimisation function of passengers and baggage rail services assigned to the segment:

$$MaxAn_{kel.} = \left(I_V \geq \sum_{i=1}^{n} Er_{kel._i} \times An_{kel._i}\right), \text{ where}$$

$MaxAn_{kel.}$ - the optimisation function expressed in gross tonne-kilometres (hereinafter – tkm gross), which determines the largest forecasted volumes of passengers and baggage transport services assigned to segments on the public railway infrastructure taking in account the elasticity limits of the segments identified (determined according to points 6.2 and 6.3 of the Methodology) for a calendar year, for which the optimal prices are calculated, the forecast traffic volume, the planned IV costs part ($I_V$) and the planned IV revenues, which shall be received from the passengers and baggage traffic transit fee and train traffic fee, providing the passengers, baggage transportation by rail services, not assigned to segments;

$I_V$ - the part of the planned IV Costs calculated by reducing the Planned IV costs by the planned IV revenue, which is to be received from passengers and baggage traffic transit fee and train traffic fee while providing passenger and baggage transportation by rail services, not assigned to segments. The planned revenue shall be calculated by taking into account the passengers and baggage volumes forecasted in accordance with the provisions of Section 4 of the Methodology and the passengers, baggage transit and train traffic rates calculated in accordance with the principles laid down in the Payment rules for the service train timetable for which the amount of revenue is planned;

$Er_{kel.i}$ - the optimal price for the passengers, baggage segments identified, expressed in euro per gross tonne-kilometres, including the train traffic fee rate, expressed in euro per gross tonne-kilometre, and the level of mark-ups, expressed in euro per gross tonne-kilometre;

$An_{kel.i}$ - the forecasted volumes of passengers and baggage in the segments identified, expressed in gross tonne-kilometres for calendar years, for which optimum prices are calculated.

7.1.2. the formula for the optimisation function of freight services assigned to the segment:

$$MaxAn_{krov.} = \left( I_V \geq \sum_{i=1}^{n} Er_{krov.i} \times An_{krov.i} \right), \text{kur}$$

$MaxAn_{krov.}$ - optimisation function, expressed in tonne-kilometres net (hereinafter tkm net), which determines the largest forecasted volumes of freight transport services assigned to segments, the volume of traffic by public railway infrastructure, while taking into account elasticity limits of the segments identified, determined according to the points 6.2 and 6.3 of the Methodology, for the calendar years, for which the optimum prices are calculated, the forecast load transportation volume, the planned IV costs part ($I_V$) and the planned IV revenues, which shall be received from transit load transportation fee, from fee for transporting freight from third countries or to them via 1 520 mm width railway gage network, and the train traffic fee, while providing load transport by rail services not assigned to segments;

$I_V$ - the part of the planned IV Costs calculated by reducing the Planned IV costs by the planned IV revenue, which is to be received from transit load transportation fee, from fee for transporting freight from third countries or to them via 1 520 mm width railway gage network, and from train traffic fee, while providing load transportation by rail services not assigned to segments; The Planned IV revenue shall be calculated by taking into account the freight volumes forecast in accordance with the provisions of Section 4 of the Methodology and the freight rates calculated in accordance with the principles laid down in the Payment rules for the carriage of freight in transit, for the carriage of freight by rail on the 1 520 mm gauge rail network from and to third countries, as well as for the train traffic fees (charges) for the working train timetable for which the amount of the revenue is forecast;

$Er_{krov.i}$ - the optimal price for the freight segments identified, including the train traffic fee rate, expressed in euro per net tonne-kilometre, and the level of mark-ups, expressed in euro per net tonne-kilometre;

$An_{krov.i}$ - forecast volumes of freight traffic assigned to the segments expressed in net tonne-kilometres for the calendar year for which the optimum prices are calculated.

7.1.3. If the IV distinguishes segments of passenger, baggage and freight transport by rail, the IV shall allocate the Planned IV's Costs in proportion to the working volumes (gross tonne-kilometres) of the passenger, baggage and freight transport by rail in accordance with the data for the last completed calendar year prior to the year in which the optimal prices for the distinguished segments are calculated, using the optimisation formula referred to in sub-points 7.1.1 and 7.1.2 of the Methodology. If the IV distinguishes segments for the carriage of passengers, baggage or freight by rail, the IV shall allocate the Planned IV's costs to the carriage of passengers, baggage or carriage of freight by rail using the optimisation formula set out in sub-points 7.1.1 and 7.1.2 of the Methodology.

7.1.4. The IV, before calculating the optimal prices for distinguished segments, after having established that in the last completed calendar year preceding the year in which the optimal prices for the distinguished segments are calculated, the IV's revenue from the payment for MAP, the payment for the use of public railway infrastructure for the provision of rail transit services, remuneration for allocated but unused capacity of public railway infrastructure, lease of public railway infrastructure, is higher (lower) than the IV costs projected for the last completed calendar year, in the application of the formula, provided in points 7.1.1 and 7.1.2 of the Methodology, the Planned IV costs are reduced (increased) with the determined positive (negative) last completed calendar year result size (if this result is equal to at least 20 percent of the Planned IV costs) or with the amount of the result for the last completed calendar year, prorated over 5 calendar years starting from the year for which the optimal price of the distinguished segments is calculated (if this result is more than 20% of the planned IV costs).

7.2. If the optimum prices calculated for the segments identified are higher than the train traffic fee rate, the carriers in the segments identified shall be deemed to be able to bear the mark-ups and the IV shall approve the list of segments on which mark-ups may be applied by publishing the list in accordance with the procedure laid down in the RTC.

## PART IV. FINAL PROVISIONS

8.1. The Methodology shall be reviewed at least every 5 (five) years and updated as necessary.

Annex 3
to the Methodology for the identification of segments of the rail transport market and the assessment and determination of the ability of railway undertakings (carriers) operating in these segments to pay mark-ups (Annex 19 of the Network Statement).

**Form intended for railway undertakings (carriers) to submit transportation data for the last completed calendar year**

| **Period** | **Customer of the carrier** | **Intermodal transport / Non-intermodal transport** (not to be filled in in the case of passenger and baggage transport services) | **Directions** | **CN code (by 6 digits)** (not to be filled in for passenger and baggage transport services) | **Quantity, tkm gross** | **Quantity, tkm net** (not to be filled in for passenger and baggage transport services) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |

# 17. DESCRIPTION OF THE ASSESSMENT AND ACCOUNTING PROCEDURE FOR THE UTILISATION OF THE ALLOCATED PUBLIC RAILWAY INFRASTRUCTURE CAPACITIES

## I. GENERAL PROVISIONS

1. The Description of the Assessment and Accounting Procedures for the Utilisation of Allocated Public Railway Infrastructure Capacities (hereinafter referred to as the "Description") establishes the procedure for the assessment and accounting of the utilisation of allocated public railway infrastructure capacities (hereinafter referred to as the “capacities”), including the criteria serving as the basis for determining that the allocated capacities or parts thereof are considered unused (hereinafter referred to as the “**criteria**”).
2. The assessment and accounting of capacity utilisation is carried out for the purpose of the public railway infrastructure manager (hereinafter referred to as the **Manager**) to:
2.1. collect and evaluate data on the capacity utilisation indicators of the public railway infrastructure capacities allocated in the previous periods of the working timetable;
2.2. take decisions on the application of the measures referred to in Articles $25^2$ and $29^6$ of the Railway Transport Code of the Republic of Lithuania (hereinafter referred to as the **Code**).
3. The terms used in the Description shall be understood as defined in the Code, the Rules for the calculation and payment of fees for the minimum package of access to public railway infrastructure, fees for the use of public railway infrastructure for the provision of transit rail transport services and fees for allocated but unused capacities of the public railway infrastructure (hereinafter referred to as the **Fee Rules**), the Description of the procedure for the allocation of public railway infrastructure capacity in the congested part of the public railway infrastructure (hereinafter referred to as the **Priority Rules**), approved by the Minister of Transport and Communications of the Republic of Lithuania and other legal acts.

## II. CRITERIA FOR THE ASSESSMENT OF CAPACITY UTILISATION

4. The Manager shall assess the data on the utilisation of the allocated capacities referred to in Chapter IV of the Description against the criteria set out in Clauses 5 to 7 of the Description, in order to record the fact of non-utilisation or partial non-utilisation of the allocated capacities and to analyse their utilisation.
5. It is considered that:
5.1. the allocated capacity is not utilised if the train has not been running according to the allocated capacity, i.e. no data of the train running and utilising the allocated capacity has been recorded in the Manager's Traffic Management and Coordination System;
5.2. a part of the allocated has not been utilised if the train has not been run at least once according to the allocated capacity which was intended for the train to run more than once, i.e. the Traffic Management and Coordination System of the Manager does not have records of at least one run of the train utilising the allocated capacity.
6. For the purpose of calculating the fee for allocated but non-utilised capacity, where capacity or a part thereof is not utilised on a regularly uncongested public railway infrastructure, the capacity utilisation data for all capacity allocated to a railway undertaking/carrier (hereinafter referred to as the **carrier**) for one calendar month (hereinafter referred to as the **reporting month**) is assessed together. For this purpose, the capacity or a part thereof allocated for a reporting month is deemed to be regularly non-utilised if at least 50% of the train trips made in the course of one (1) reporting month, in respect of the full capacity allocated to the carrier for that month, are non-utilised and the total number of trips scheduled for this capacity is at least 3 (three).
7. Capacity (or a part thereof) is deemed to be non-utilised on a congested part of the public railway infrastructure if it meets at least one of the following criteria:
7.1. the capacity is non-utilised or partially non-utilised, as provided for in Clause 5 of the Description;

7.2. the capacity which has been changed in accordance with Article 299(2) of the Code for the carriage by rail of military and/or oversized cargo, or a part thereof, has been utilised for a purpose other than the carriage of the cargo concerned;

7.3. the train has not travelled through a congested part of the infrastructure according to the allocated capacity or a part thereof;

7.4. the train has travelled less than 75% of the train's travel distance (km) according to the allocated capacity or a part thereof;

7.5. the utilisation of the capacity or a part thereof does not comply with the criterion(s) set out in the Priority Rules under which the capacity was allocated.

## III. SOURCES OF ACCOUNTING DATA FOR UTILISATION OF ALLOCATED CAPACITIES

8. The accounting of the utilisation of allocated capacities is based on the Manager's decisions to allocate capacity on the basis of applications for capacity, late applications and ad-hoc path requests (hereinafter referred to as **capacity allocation decisions**), the Manager's published data, and the actual utilisation of capacity, data from the Manager's information systems for the organisation and management of rail traffic, including on-board data, and data provided by carriers to the Manager in accordance with the procedure laid down in the Public Railway Infrastructure Network Statement (hereinafter referred to as the **Network Statement**), relating to the actual utilisation of the allocated capacity.

9. The following information systems and tools of the Manager are used for the management and analysis of the accounting data on the utilisation of the allocated capacity (provided that the system collects the relevant data referred to in the Clauses 11-13 of the Description):

9.1. the InfraGo e-services portal for public rail infrastructure;

9.2. YMS (Yard Management System);

9.3. the Traffic Management and Control System (TMCS);

9.5. The Manager's data analytics system for the processing and calculating the data referred to in Clauses 9.1-9.3 of the Description.

## IV. ACCOUNTING DATA OF THE ALLOCATED CAPACITIES

10. Data on the allocated capacity and the actual utilisation of the allocated capacity is recorded for each train run scheduled under the allocated capacity.

11. When accounting for the utilisation of allocated capacity, the following primary data on allocated capacity is used, the source of which is the Manager’s decisions to allocate capacity:

11.1. name of the Applicant;

11.2. railway station of origin;

11.3. railway station of destination;

11.4. intermediate stops;

11.5. type of service (passenger, baggage or freight transportation service);

11.6. train running period;

11.7. train running day(s);

11.8. train departure time;

11.9. track gauge;

11.10. train length (m);

11.11. train gross weight (t);

11.12. traction rolling stock (type, quantity in traction mode);

11.13. freight to be transported (oversized, oversized but necessary for the implementation of projects of special national importance or military);

11.14. applied criterion(s) of the Priority Rules under which the capacity has been allocated.

12. When accounting for the use of allocated capacity, the following derived and publicly available data on allocated capacity are used:

12.1. route distance (km);

12.2. data on the congestion of the public railway infrastructure part (congested or not congested);

12.3. Limit rate specified in the Network Statement.

13. When accounting for the use of allocated capacities, the following actual capacity utilisation data is recorded:

13.1. name of the carrier;
13.2. railway station of origin;
13.3. railway station of destination;
13.4. intermediate stops;
13.5. train running day;
13.6. train departure time;
13.7. distance travelled by the train (km);
13.8. number of train runs during the reporting period;
13.9. reason for the train not running;
13.10. traction rolling stock (type, quantity in traction mode);
13.11. train length (m);
13.12. train gross weight (t);
13.13. train net weight (t) (for freight service only);
13.14. transported freight (oversized, oversized cargo whose transportation is necessary for the implementation of projects of special national importance, or military cargo);
13.15. quantity of containers and semi-trailers transported;
13.16. type of goods transported (e.g. Combined Nomenclature code);
13.17. type of destination provided for the allocated capacity (in accordance with Clauses 4.2, 4.4 to 4.6 of the Priority Rules):
13.17.1. freight transport for the provision of services on international routes , where the freight is transported from a third country to the Republic of Lithuania or another state of the European Union or from the Republic of Lithuania or another state of the European Union to a third country;
13.7.2. utilisation of allocated capacity for the provision of freight services on international routes between Member States of the European Union;
13.17.3. utilisation of allocated capacity to provide rail transit services;
13.17.4. utilisation of capacity to provide freight services on local routes.

14. The data referred to in Clauses 13.1-13.9 of the Description is recorded in the information systems managed by the Manager. The data referred to in Clauses 13.10-13.17 of the Description are provided to the Manager of the carriers in an agreed format (electronic format) or by other means of data exchange.

## V. ASSESSMENT OF ALLOCATED CAPACITY UTILISATION ACCOUNTING DATA

15. Data on allocated capacity and actual utilisation of the allocated capacity is assessed for each train run based on the allocated capacity.

16. The Manager, when comparing the data on the allocated capacity with the actual utilisation of capacity, determines whether the utilisation of the allocated capacity or a part thereof meets the criteria set out in Clauses 4-7 of the Description. The data comparison uses the data referred to in Clauses 11-13 of the Description to the extent necessary to assess the utilisation of capacity in accordance with the relevant criterion set out in Clauses 4-7 of the Description. In the case of a positive assessment, the Manager concludes that the allocated capacity or a part thereof is utilised, and in the case of a negative assessment, the allocated capacity or a part thereof is not utilised.

17. Upon completing the assessment of allocated capacity referred to in Clause 16 of the Description, and upon finding that the allocated capacity or a part thereof is not utilised, the Manager assesses whether the measures referred to in Articles 25[2] and 29[6] of the Code should be applied.

18. In order to determine whether the capacity or a part thereof is not being utilised on a regular basis, the Manager assesses, in accordance with the criteria set out in Clause 5 of the Description the data on allocated capacities specified in Clauses 11.1-11.3, 11.6-11.8 and 12.2 of the Description and the actual data on the allocated capacity utilised as referred to in Clauses 13.1-13.3, 13.5-13.6 and 13.8-13.9 of the Description.

19. In order to determine whether non-utilised capacity or a part thereof is not utilised on a congested part of the public railway infrastructure, the Manager assesses the data on allocated capacity specified in Clauses 11.1-11.4, 11.5-11.8, 11.10, 12.1-12.2, 13.4-13.5 of the Description and the actual data on the allocated capacity utilised as referred to in Clauses 13.1-13.3, 13.6-13.7, 13.9, 13.11, 13.14-13.17 of the Description.

20. The Manager shall not apply the measures referred to in Articles 252 and 296 of the Code in respect of such capacity, after having carried out an assessment of the utilisation of the allocated

capacity, and after having determined that such capacity or a part thereof is not utilised, and shall not assess such capacity or a part thereof where:

20.1. the capacity or a part thereof is not utilised due to force majeure;

20.2. the capacity or a part thereof is not utilised because the carrier's trains have been cancelled through the fault of the public railway infrastructure manager;

20.3. the capacity or a part thereof is not utilised because the carrier's trains have been cancelled through the fault of another carrier;

20.4. in the cases referred to in Article 29[6] (5)(7) and (8) of the Code, the capacity or a part thereof has been cancelled.

## 18. LIST OF RAIL TRANSPORT MARKET SEGMENTS APPLICABLE TO THE ANNUAL WORKING TIMETABLE OF THE YEAR 2026-2027[16]

| Segment name | Direction | |
|---|---|---|
| Transportation of coal and coke cargo | | 270100; 270111; 270112; 270119; 270120; 270200; 270210; 270220;270400; 270600;270800; 270810; 270820 |
| Transportation of metals and minerals | i) Local carriage<br>ii) Carriage from/to EU countries | 250100; 250200; 250300; 250400; 250410; 250490; 250500; 250510; 250590; 250600; 250610; 250620; 250700; 250800; 250810; 250830; 250840; 250850;<br>251700; 251710; 251720; 251730; 251741; 251749; 251800; 251810; 251820; 251830; 251900; 251910; 251990; 252000; 252010; 252020; 252100; 252200;<br>252910; 252921; 252922; 252930; 253000; 253010; 253020; 253090; 260100; 260111; 260112; 260120; 260200; 260300; 260400; 260500; 260600; 260700;<br>270900; 270901; 270909; 271400; 271410; 271490; 271500; 280100; 280110; 280120; 280130; 280200; 280300; 280400; 280410; 280421; 280429; 280430;<br>281112; 281119; 281121; 281122; 281129; 281200; 281210; 281211; 281212; 281213; 281214; 281215; 281216; 281217; 281219; 281290; 281300; 281310;<br>282200; 282300; 282400; 282410; 282490; 282500; 282510; 282520; 282530; 282540; 282550; 282560; 282570; 282580; 282590; 282600; 282612; 282619;<br>283110; 283190; 283200; 283210; 283220; 283230; 283300; 283311; 283319; 283321; 283322; 283324; 283325; 283327; 283329; 283330; 283340; 283429;<br>283911; 283919; 283990; 284000; 284011; 284019; 284020; 284030; 284100; 284130; 284150; 284161; 284169; 284170; 284180; 284190; 284200; 284210;<br>285210; 285290; 285300; 285310; 285390; 320100; 320110; 320120; 320190; 320200; 320210; 320290; 320300; 320400; 320411; 320412; 320413; 320414;<br>680200; 680210; 680221; 680223; 680229; 680291; 680292; 680293; 680299; 680300; 680400; 680410; 680421; 680422; 680423; 680430; 680500; 680510;<br>681183; 681189; 681200; 681280; 681291; 681292; 681293; 681299; 681300; 681320; 681381; 681389; 681400; 681410; 681490; 681500; 681510; 681519;<br>690723; 690730; 690740; 690790; 690800; 690810; 690890; 690900; 690911; 690912; 690919; 690990; 691000; 691010; 691090; 691100; 691110; 691190;<br>700521; 700529; 700530; 700600; 700700; 700711; 700719; 700721; 700729; 700800; 700900; 700910; 700991; 700992; 701000; 701010; 701020; 701090;<br>701710; 701720; 701790; 701800; 701810; 701820; 701890; 701900; 701911; 701912; 701915; 701919; 701931; 701932; 701939; 701966; 701990; 702000;<br>711021; 711029; 711031; 711039; 711041; 711049; 711100; 711500; 711510; 720100; 720110; 720120; 720150; 720200; 720211; 720219; 720221; 720229;<br>720711; 720712; 720719; 720720; 720800; 720810; 720825; 720826; 720827; 720836; 720837; 720838; 720839; 720840; 720851; 720852; 720853; 720854;<br>721100; 721113; 721114; 721119; 721123; 721129; 721190; 721200; 721210; 721220; 721230; 721240; 721250; 721260; 721300; 721310; 721320; 721391;<br>721699; 721700; 721710; 721720; 721730; 721790; 721800; 721810; 721891; 721899; 721900; 721911; 721912; 721913; 721914; 721921; 721922; 721923;<br>722500; 722511; 722519; 722530; 722540; 722550; 722591; 722592; 722599; 722600; 722611; 722619; 722620; 722691; 722692; 722699; 722700; 722710;<br>730400; 730411; 730419; 730422; 730423; 730424; 730429; 730431; 730439; 730441; 730449; 730451; 730459; 730490; 730500; 730511; 730512; 730519;<br>730792; 730793; 730799; 730800; 730810; 730820; 730830; 730840; 730890; 730900; 731000; 731010; 731021; 731029; 731100; 731200; 731210; 731290;<br>731814; 731815; 731816; 731819; 731821; 731822; 731823; 731824; 731829; 731900; 731920; 731930; 731940; 731990; 732000; 732010; 732020; 732090;<br>732690; 740100; 740200; 740300; 740311; 740312; 740313; 740319; 740321; 740322; 740329; 740500; 740600; 740610; 740620; 740700; 740710; 740721;<br>741121; 741122; 741129; 741200; 741210; 741220; 741300; 741500; 741510; 741521; 741529; 741533; 741539; 741800; 741810; 741811; 741820; 741900;<br>750810; 750890; 760100; 760110; 760120; 760300; 760310; 760320; 760400; 760410; 760421; 760429; 760500; 760511; 760519; 760521; 760529; 760600;<br>761500; 761510; 761511; 761519; 761520; 761600; 761610; 761691; 761699; 780100; 780110; 780191; 780199; 780400; 780411; 780419; 780420; 780600;<br>810295; 810296; 810299; 810300; 810320; 810390; 810400; 810411; 810419; 810430; 810490; 810500; 810520; 810590; 810600; 810700; 810720; 810790; |

| Segment name | Direction | |
|---|---|---|
| | | 820130; 820140; 820150; 820160; 820190; 820200; 820210; 820220; 820231; 820239; 820240; 820291; 820299; 820300; 820310; 820320; 820330; 820340; 8<br>820760; 820770; 820780; 820790; 820800; 820810; 820820; 820830; 820840; 820890; 820900; 821000; 821100; 821110; 821191; 821192; 821193; 821194; 8<br>830200; 830210; 830220; 830230; 830241; 830242; 830249; 830250; 830260; 830300; 830400; 830500; 830510; 830520; 830590; 830600; 830610; 830621; 8<br>840212; 840219; 840220; 840290; 840300; 840310; 840390; 840400; 840410; 840420; 840490; 848000; 848010; 848020; 848030; 848041; 848049; 848050; 8<br>930330; 930390; 930400; 930500; 930510; 930520; 930521; 930529; 930591; 930599; 930600; 930621; 930629; 930630; 930690; 930700; 996900; 997400; 9 |
| Transport of gasoline and other fuel cargo | | 271012; 271019; 271020; 271091; 271099; 272200; 272300; 272400; 272500; 272600; 272900; 273100; 273200; 273900; 274100; 274200; 274300; 274400; 2 |
| Transportation of cargoes of chemical substances | | 151800; 152000; 220700; 220710; 220720; 270700; 270710; 270720; 270730; 270740; 270750; 270791; 270799; 271100; 271111; 271112; 271113; 271114; 2<br>290110; 290121; 290122; 290123; 290124; 290129; 290200; 290211; 290219; 290220; 290230; 290241; 290242; 290243; 290244; 290250; 290260; 290270; 2<br>290352; 290359; 290361; 290362; 290369; 290371; 290372; 290373; 290374; 290375; 290376; 290377; 290378; 290379; 290381; 290382; 290383; 290389; 2<br>290517; 290519; 290522; 290529; 290531; 290532; 290539; 290541; 290542; 290543; 290544; 290545; 290549; 290551; 290559; 290600; 290611; 290612; 2<br>290920; 290930; 290941; 290943; 290944; 290949; 290950; 290960; 291000; 291010; 291020; 291030; 291040; 291050; 291090; 291100; 291200; 291211; 2<br>291450; 291461; 291462; 291469; 291470; 291471; 291479; 291500; 291511; 291512; 291513; 291521; 291524; 291529; 291531; 291532; 291533; 291536; 2<br>291713; 291714; 291719; 291720; 291732; 291733; 291734; 291735; 291736; 291737; 291739; 291800; 291811; 291812; 291813; 291814; 291815; 291816; 2<br>292100; 292111; 292112; 292113; 292114; 292119; 292121; 292122; 292129; 292130; 292141; 292142; 292143; 292144; 292145; 292146; 292149; 292151; 2<br>292320; 292330; 292340; 292390; 292400; 292411; 292412; 292419; 292421; 292423; 292424; 292425; 292429; 292500; 292511; 292512; 292519; 292521; 2<br>293120; 293131; 293132; 293133; 293134; 293135; 293136; 293137; 293138; 293139; 293149, 293190; 293200; 293211; 293212; 293213; 293214; 293219; 2<br>293355; 293359; 293361; 293369; 293371; 293372; 293379; 293391; 293392; 293399; 293400; 293410; 293420; 293430; 293491; 293499; 293500; 293510; 2<br>293729; 293731; 293739; 293740; 293750; 293790; 293800; 293810; 293890; 293900; 293911; 293919; 293920; 293930; 293941; 293942; 293943; 293944; 2<br>300190; 300200; 300210; 300211; 300212; 300213; 300214; 300215; 300219; 300220; 300230; 300290; 300300; 300310; 300320; 300331; 300339; 300340; 3<br>300600; 300610; 300620; 300630; 300650; 300660; 310100; 310200; 310210; 310221; 310229; 310230; 310240; 310250; 310260; 310280; 310290; 310300; 3<br>320810; 320820; 320890; 320900; 320910; 320990; 321000; 321100; 321200; 321210; 321290; 321300; 321310; 321390; 321400; 321410; 321490; 321500; 3<br>330510; 330520; 330530; 330590; 330600; 330610; 330620; 330690; 330700; 330710; 330720; 330730; 330741; 330749; 330790; 340100; 340111; 340119; 3<br>340500; 340510; 340520; 340530; 340540; 340590; 340700; 350190; 350220; 350290; 350300; 350400; 350520; 350600; 350610; 350691; 350699; 350700; 3<br>370244; 370251; 370252; 370253; 370254; 370255; 370256; 370291; 370293; 370294; 370295; 370296; 370297; 370298; 370300; 370310; 370320; 370390; 3<br>380869; 380891; 380892; 380893; 380894; 380899; 380900; 380910; 380991; 380992; 380993; 381000; 381010; 381090; 381100; 381111; 381119; 381121; 3<br>382300; 382311; 382312; 382313; 382319; 382370; 382400; 382410; 382430; 382440; 382460; 382471; 382472; 382473; 382474; 382475; 382476; 382477; 3<br>540232; 540233; 540234; 540239; 540244; 540245; 540246; 540247; 540248; 540249; 540251; 540252; 540253; 540259; 540300; 540310; 540331; 540332; 5<br>550390; 550400; 550410; 550490 |
| Multimodal cargo transportation | | All codes in this table are indicated according to the type of cargo transported in a container, semi-trailer, or other intermodal unit. |
| Cargo transportation of consumer goods | | 020100; 020110; 020120; 020130; 020200; 020210; 020220; 020230; 020300; 020311; 020312; 020319; 020321; 020322; 020329; 020400; 020410; 020421; 0<br>020724; 020725; 020726; 020727; 020732; 020733; 020734; 020735; 020736; 020741; 020742; 020743; 020744; 020745; 020751; 020752; 020753; 020754; 0<br>030272; 030273; 030274; 030279; 030281; 030282; 030283; 030284; 030285; 030289; 030290; 030291; 030292; 030299; 030300; 030311; 030312; 030313; 0<br>030353; 030354; 030355; 030356; 030357; 030359; 030361; 030362; 030363; 030364; 030365; 030366; 030367; 030368; 030369; 030371; 030372; 030373; 0<br>030431; 030432; 030433; 030439; 030441; 030442; 030443; 030444; 030445; 030446; 030447; 030448; 030449; 030451; 030452; 030453; 030454; 030455; 0<br>030492; 030493; 030494; 030495; 030496; 030497; 030499; 030500; 030510; 030520; 030530; 030531; 030532; 030539; 030541; 030542; 030543; 030544; 0 |

| Segment name | Direction | |
|---|---|---|
| | | 030691; 030692; 030693; 030694; 030695; 030699; 030712; 030719; 030722; 030729; 030732; 030739; 030743; 030749; 030752; 030759; 030779; 030783; 0<br>040310; 040390; 040400; 040410; 040490; 040500; 040510; 040520; 040590; 040600; 040610; 040620; 040630; 040640; 040690; 040800; 040811; 040819; 0<br>071029; 071030; 071040; 071080; 071090; 071100; 071120; 071140; 071151; 071159; 071190; 071200; 071220; 071231; 071232; 071233; 071239; 071290; 0<br>090620; 100620; 100630; 100640; 110100; 110200; 110210; 110220; 110230; 110290; 110300; 110311; 110313; 110319; 110320; 110400; 110412; 110419; 1<br>120810; 120890; 121400; 121410; 130200; 130211; 130212; 130213; 130214; 130219; 130220; 130231; 130232; 130239; 140400; 140420; 150100; 150110; 1<br>150990; 151000; 151000; 151090; 151110; 151190; 151200; 151211; 151219; 151221; 151229; 151300; 151311; 151319; 151321; 151329; 151400; 151411; 1<br>160210; 160220; 160231; 160232; 160239; 160241; 160242; 160249; 160250; 160290; 160300; 160400; 160411; 160412; 160413; 160414; 160415; 160416; 1<br>160561; 160562; 160563; 160569; 160590; 170100; 170111; 170112; 170113; 170114; 170191; 170199; 170200; 170211; 170219; 170220; 170230; 170240; 1<br>190120; 190190; 190200; 190211; 190219; 190220; 190230; 190240; 190300; 190400; 190410; 190420; 190430; 190490; 190500; 190510; 190520; 190531; 1<br>200570; 200580; 200591; 200599; 200600; 200700; 200710; 200791; 200799; 200800; 200811; 200819; 200820; 200830; 200840; 200850; 200860; 200870; 2<br>200989; 200990; 210100; 210111; 210112; 210120; 210130; 210200; 210210; 210220; 210230; 210300; 210310; 210320; 210330; 210390; 210400; 210410; 2<br>220600; 220800; 220820; 220830; 220840; 220850; 220860; 220870; 220890; 220900; 230100; 230110; 230120; 230200; 230210; 230220; 230230; 230240; 2<br>240200; 240210; 240220; 240290; 240300; 240310; 240311; 240319; 240391; 240399; 261800; 261900; 262000; 262011; 262019; 262021; 262029; 262030; 2<br>350500; 350510; 360600; 360610; 360690; 370600; 370610; 370690; 382500; 382510; 382520; 382530; 382541; 382549; 382550; 382561; 382569; 382590; 3<br>390450; 390461; 390469; 390490; 390500; 390512; 390519; 390521; 390529; 390530; 390591; 390599; 390600; 390610; 390690; 390700; 390710; 390720; 3<br>391190; 391200; 391211; 391212; 391220; 391231; 391239; 391290; 391300; 391310; 391390; 391400; 391500; 391510; 391520; 391530; 391590; 391600; 3<br>392030; 392043; 392049; 392051; 392059; 392061; 392062; 392063; 392069; 392071; 392073; 392079; 392091; 392092; 392093; 392094; 392099; 392100; 3<br>392520; 392530; 392590; 392600; 392610; 392620; 392630; 392640; 392690; 400200; 400211; 400219; 400220; 400231; 400239; 400241; 400249; 400251; 4<br>400911; 400912; 400921; 400922; 400931; 400932; 400941; 400942; 401000; 401011; 401012; 401019; 401031; 401032; 401033; 401034; 401035; 401036; 4<br>401220; 401290; 401300; 401310; 401320; 401390; 401400; 401410; 401490; 401500; 401511; 401512; 401519; 401590; 401600; 401610; 401691; 401692; 4<br>410621; 410622; 410631; 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| Segment name | Direction | |
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| Segment name | Direction | |
|---|---|---|
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| Agricultural goods cargo transportation | | 010100; 010110; 010121; 010129; 010130; 010190; 010200; 010210; 010221; 010229; 010231; 010239; 010290; 010300; 010310; 010391; 010392; 010400; 0<br>010649; 010690; 030100; 030110; 030111; 030119; 030191; 030192; 030193; 030194; 030195; 030199; 030200; 030211; 030212; 030213; 030214; 030219; 0<br>030252; 030253; 030254; 030255; 030256; 030259; 030261; 030262; 030263; 030264; 030265; 030266; 030267; 030268; 030269; 030621; 030622; 030623; 0<br>030781; 030782; 030791; 030800; 030811; 030821; 030830; 030890; 040700; 040711; 040719; 040721; 040729; 040790; 040900; 041000; 050800; 051100; 0<br>060499; 070100; 070110; 070190; 070200; 070300; 070310; 070320; 070390; 070400; 070410; 070420; 070490; 070500; 070511; 070519; 070521; 070529; 0<br>071320; 071331; 071332; 071333; 071334; 071335; 071339; 071340; 071350; 071360; 071390; 071400; 071410; 071420; 071430; 071440; 071450; 071490; 0<br>080262; 080270; 080280; 080290; 080299; 080300; 080310; 080390; 080400; 080410; 080420; 080430; 080440; 080450; 080500; 080510; 080520; 080521; 0<br>081000; 081010; 081020; 081030; 081040; 081050; 081060; 081070; 081090; 090100; 090111; 090220; 090240; 090300; 090400; 090411; 090420; 090421; 0<br>090921; 090922; 090930; 090931; 090932; 090940; 090950; 090961; 090962; 091000; 091010; 091011; 091012; 091020; 091030; 091091; 091099; 100100; 1<br>100800; 100810; 100820; 100821; 100829; 100830; 100840; 100850; 100860; 100890; 120100; 120110; 120190; 120200; 120210; 120220; 120230; 120241; 1<br>120923; 120924; 120925; 120929; 120930; 120991; 120999; 121000; 121010; 121020; 121100; 121120; 121130; 121140; 121150; 121190; 121200; 121210; 1<br>240120; 400100; 400110; 400121; 400122; 400129; 400130; 410300; 410320; 410330; 430100; 430110; 430130; 430160; 430180; 430190; 440100; 440110; 4<br>500100; 510100; 510111; 510200; 510211; 510219; 510220; 520100; 530100; 530110; 530200; 530210; 530300; 530310; 710100; 710110; 710121; 997100; 9 |
| Other cargo | | 271600; 284420; 284430; 284440; 370400; 370500; 370510; 370590; 490600; 840130; 860900; 970100; 970110; 970190; 970200; 970300; 970400; 970500; 9<br>992240; 992300; 992400; 993100; 993200; 993300; 993400; 993500; 993900; 994100; 994200; 994300; 994400; 994500; 994900; 996200; 996500; 997000; 9 |

* **Note.** If the railway undertaking (carrier) transports empty wagons (containers), the codes of the combined nomenclature are not assigned to the segments mentioned above in this table.

## 19. RUNNING LENGHTS OF INTERMEDIATE STATIONS ON RAILWAY ROUTES[17]

| No. | Title of the Route / Stop | Operational Length (km) | Electrified Sections | Road Width |
|---|---|---|---|---|
| **Vilnius–Klaipėda** | | | | |
| 1. | Vilnius–Paneriai | 9,0 | Electrify | 1520 mm |
| 2. | Paneriai–Lentvaris | 8,8 | Electrify | 1520 mm |
| 3. | Lentvaris–Vievis | 23,5 | Electrify | 1520 mm |
| 4. | Vievis–Žasliai | 16,2 | Electrify | 1520 mm |
| 5. | Žasliai–Kaišiadorys | 9,2 | Electrify | 1520 mm |
| 6. | Kaišiadorys–Gaižiūnai | 23,2 | Electrify | 1520 mm |
| 7. | Gaižiūnai–Jonava | 7,1 | Electrify | 1520 mm |
| 8. | Jonava–Žeimiai | 9,0 | Electrify | 1520 mm |
| 9. | Žeimiai–Lukšiai | 10,1 | Electrify | 1520 mm |
| 10. | Lukšiai–Šilainiai | 5,4 | Electrify | 1520 mm |
| 11. | Šilainiai–Kėdainiai | 6,6 | Electrify | 1520 mm |
| 12. | Kėdainiai–Dotnuva | 12,8 | Electrify | 1520 mm |
| 13. | Dotnuva–Gudžiūnai | 14,6 | Electrify | 1520 mm |
| 14. | Gudžiūnai–Baisogala | 12,0 | Electrify | 1520 mm |
| 15. | Baisogala–Gimbogala | 12,7 | Electrify | 1520 mm |
| 16. | Gimbogala–Radviliškis | 12,3 | Electrify | 1520 mm |
| 17. | Radviliškis–Šilėnai | 10,6 | Electrify | 1520 mm |
| 18. | Šilėnai–Zokniai | 5,1 | Electrify | 1520 mm |
| 19. | Zokniai–Šiauliai | 4,1 | Electrify | 1520 mm |
| 20. | Šiauliai–Kužiai | 14,4 | Electrify | 1520 mm |
| 21. | Kužiai–Pavenčiai | 11,9 | Electrify | 1520 mm |
| 22. | Pavenčiai–Raudėnai | 13,4 | Electrify | 1520 mm |
| 23. | Raudėnai–Tryškiai | 8,8 | Electrify | 1520 mm |
| 24. | Tryškiai–Duseikiai | 8,2 | Electrify | 1520 mm |
| 25. | Duseikiai–Telšiai | 13,8 | Electrify | 1520 mm |
| 26. | Telšiai–Lieplaukė | 10,5 | Electrify | 1520 mm |
| 27. | Lieplaukė–Tarvainiai | 9,1 | Electrify | 1520 mm |
| 28. | Tarvainiai–Plungė | 8,6 | Electrify | 1520 mm |
| 29. | Plungė–Šateikiai | 13,9 | Electrify | 1520 mm |
| 30. | Šateikiai–Kūlupėnai | 11,0 | Electrify | 1520 mm |
| 31. | Kūlupėnai–Kretinga | 18,1 | Electrify | 1520 mm |
| 32. | Kretinga–Kretingalė | 6,7 | Electrify | 1520 mm |
| 33. | Kretingalė–Giruliai | 9,3 | Electrify | 1520 mm |
| 34. | Giruliai–Klaipėda | 6,5 | Electrify | 1520 mm |
| **Vilnius–Naujoji Vilnia–Kena– State Border** | | | | |
| 35. | Vilnius–Naujoji Vilnia | 9,2 | Electrify | 1520 mm |
| 36. | Naujoji Vilnia–Kyviškės | 8,0 | Electrify | 1520 mm |
| 37. | Kyviškės–Kena | 11,9 | Electrify | 1520 mm |
| 38. | Kena– State Border | 6,8 | Electrify | |
| **Naujoji Vilnia–Turmantas– State Border** | | | | |
| 39. | Naujoji Vilnia–Bezdonys | 16,4 | | 1520 mm |
| 40. | Bezdonys–Pabradė | 25,7 | | 1520 mm |
| 41. | Pabradė–Švenčionėliai | 26,6 | | 1520 mm |
| 42. | Švenčionėliai–Ignalina | 23,0 | | 1520 mm |

[17] The operating lengths of the intermediate stations on the routes shall be used for the calculation of the minimum access package fee in accordance with the formulae set out in paragraph 14 of Clause 5.9.1 “Calculation and Payment of the Fee for the Minimum Access Package” of the Public Railway Infrastructure Network Statement for Annual Working Timetable of the Year 2026-2027 Service Timetable.

| No. | Title of the Route / Stop | Operational Length (km) | Electrified Sections | Road Width |
|---|---|---|---|---|
| 43. | Ignalina–Dūkštas | 24,4 | | 1520 mm |
| 44. | Dūkštas–Turmantas | 22,3 | | 1520 mm |
| 45. | Turmantas– State Border | 0,5 | | 1520 mm |
| **Kaišiadorys–Kybartai– State Border** | | | | |
| 46. | Kaišiadorys–Pravieniškės | 16,1 | Electrify | 1520 mm |
| 47. | Pravieniškės–Palemonas | 10,9 | Electrify | 1520 mm |
| 48. | Palemonas–Kaunas | 9,6 | Electrify | 1520 mm |
| 49. | Kaunas–Jiesia | 8,2 | | 1520 mm |
| 50. | Jiesia–Mauručiai | 10,9 | | 1520 mm |
| 51. | Mauručiai–Kazlų Rūda | 17,6 | | 1520 mm |
| 52. | Kazlų Rūda–Pilviškiai | 19,8 | | 1520 mm |
| 53. | Pilviškiai–Vilkaviškis | 12,3 | | 1520 mm |
| 54. | Vilkaviškis–Kybartai | 17,8 | | 1520 mm |
| 55. | Kybartai– State Border | 0,6 | | 1520 mm |
| **Vilnius–Stasylos– State Border** | | | | |
| 56. | Vilnius–Kirtimai | 5,4 | | 1520 mm |
| 57. | Kirtimai–Valčiūnai | 8,0 | | 1520 mm |
| 58. | Valčiūnai–Jašiūnai | 13,5 | | 1520 mm |
| 59. | Jašiūnai–Stasylos | 17,4 | | 1520 mm |
| 60. | Stasylos– State Border | 5,7 | | 1520 mm |
| **Švenčionėliai–Utena** | | | | |
| 61. | Švenčionėliai–Utena | 48,1 | | 1520 mm |
| **Lentvaris–Marcinkonys– State Border** | | | | |
| 62. | Lentvaris–Senieji Trakai | 5,9 | Electrify | 1520 mm |
| 63. | Senieji Trakai–Rūdiškės | 14,6 | | 1520 mm |
| 64. | Rūdiškės–Valkininkai | 19,8 | | 1520 mm |
| 65. | Valkininkai–Matuizos | 8,9 | | 1520 mm |
| 66. | Matuizos–Varėna | 11,1 | | 1520 mm |
| 67. | Varėna–Marcinkonys | 21,3 | | 1520 mm |
| 68. | Marcinkonys– State Border | 16,8 | | 1520 mm |
| **Kyviškės–Valčiūnai** | | | | |
| 69. | Kyviškės–Valčiūnai | 24,3 | | 1520 mm |
| 70. | Vaidotai-Kyviškės II,V tracks | 28,7 | | 1520 mm |
| **Paneriai–Valčiūnai** | | | | |
| 71. | Paneriai–Vaidotai I track (including tracks G, L, D ) | 7,1 | | 1520 mm |
| 72. | Vaidotai–Valčiūnai (including tracks I, LVR, III ) | 4,4 | | 1520 mm |
| **Kazlų Rūda–Šeštokai–Mockava** | | | | |
| 73. | Kazlų Rūda–Vinčai | 9,7 | | 1520 mm |
| 74. | Vinčai–Marijampolė | 14,4 | | 1520 mm |
| 75. | Marijampolė–Kalvarija | 16,0 | | 1520 mm |
| 76. | Kalvarija–Šeštokai | 16,9 | | 1520 mm |
| 77. | Šeštokai–Mockava* | 7,5 | | 1520 mm |
| **Gaižiūnai–Palemonas** | | | | |
| 78. | Gaižiūnai–Kalnėnai | 13,6 | | 1520 mm |
| 79. | Kalnėnai–Palemonas | 11,7 | | 1520 mm |
| **Palemonas–Rokai–Jiesia** | | | | |
| 80. | Palemonas–Rokai | 10,7 | | 1520 mm |
| 81. | Rokai–Jiesia | 4,3 | | 1520 mm |
| **Radviliškis–Rokiškis– State Border** | | | | |
| 82. | Radviliškis–Šeduva | 17,6 | | 1520 mm |
| 83. | Šeduva–Gustonys | 24,2 | | 1520 mm |
| 84. | Gustonys–Panevėžys | 12,3 | | 1520 mm |
| 85. | Panevėžys–Subačius | 24,9 | | 1520 mm |
| 86. | Subačius–Kupiškis | 18,9 | | 1520 mm |

| No. | Title of the Route / Stop | Operational Length (km) | Electrified Sections | Road Width |
|---|---|---|---|---|
| 87. | Kupiškis–Skapiškis | 13,6 | | 1520 mm |
| 88. | Skapiškis–Rokiškis | 27,4 | | 1520 mm |
| 89. | Rokiškis– State Border | 29,2 | | 1520 mm |
| **Radviliškis–Pakruojis–Petrašiūnai** | | | | |
| 90. | Radviliškis–Pakruojis | 31,6 | | 1520 mm |
| 91. | Pakruojis–Petrašiūnai | 11,4 | | 1520 mm |
| **Radviliškis–Pagėgiai– State Border** | | | | |
| 92. | Radviliškis–Jonaitiškiai | 10,0 | | 1520 mm |
| 93. | Jonaitiškiai–Tytuvėnai | 29,7 | | 1520 mm |
| 94. | Tytuvėnai–Viduklė | 29,9 | | 1520 mm |
| 95. | Viduklė–Tauragė | 42,3 | | 1520 mm |
| 96. | Tauragė–Pagėgiai | 30,9 | | 1520 mm |
| 97. | Pagėgiai– State Border | 5,2 | | 1520 mm |
| **Šiauliai–Joniškis– State Border** | | | | |
| 98. | Šiauliai–Gubernija | 6,3 | | 1520 mm |
| 99. | Gubernija–Meškuičiai | 15,5 | | 1520 mm |
| 100. | Meškuičiai–Joniškis | 22,3 | | 1520 mm |
| 101. | Joniškis– State Border | 15,5 | | 1520 mm |
| **Akmenė–Alkiškiai–Karpėnai** | | | | |
| 102. | Akmenė–Alkiškiai | 11,8 | | 1520 mm |
| 103. | Alkiškiai–Karpėnai | 1,0 | | 1520 mm |
| **Mažeikiai– State Border** | | | | |
| 104. | Mažeikiai– State Border | 19,5 | | 1520 mm |
| **Kužiai–Mažeikiai–Bugeniai** | | | | |
| 105. | Kužiai–Kuršėnai | 10,9 | | 1520 mm |
| 106. | Kuršėnai–Papilė | 17,4 | | 1520 mm |
| 107. | Papilė–Akmenė | 8,7 | | 1520 mm |
| 108. | Akmenė–Viekšniai | 13,6 | | 1520 mm |
| 109. | Viekšniai–Mažeikiai | 12,8 | | 1520 mm |
| 110. | Mažeikiai–Venta | 9,1 | | 1520 mm |
| 111. | Venta–Bugeniai | 4,9 | | 1520 mm |
| **Kretinga–Skuodas– State Border** | | | | |
| 112. | Kretinga–Darbėnai | 14,4 | | 1520 mm |
| 113. | Darbėnai–Skuodas | 33,4 | | |
| 114. | Skuodas– State Border | 4,1 | | 1520 mm |
| **Klaipėda–Pagėgiai** | | | | |
| 115. | Klaipėda–Rimkai | 8,6 | Electrify | 1520 mm |
| 116. | Rimkai–Vilkyčiai | 21,0 | | 1520 mm |
| 117. | Vilkyčiai–Šilutė | 20,2 | | 1520 mm |
| 118. | Šilutė–Stoniškiai | 24,4 | | 1520 mm |
| 119. | Stoniškiai–Pagėgiai | 11,9 | | 1520 mm |
| **Rimkai–Draugystė** | | | | |
| 120. | Rimkai–Draugystė | 2,7 | Electrify | 1520 mm |
| **Bugeniai– State Border** | | | | |
| 121. | Bugeniai– State Border | 13,7 | | 1520 mm |
| **Šilėnai–Jonaitiškiai** | | | | |
| 122. | Šilėnai–Jonaitiškiai | 6,3 | | 1520 mm |
| **Jonava–Rizgonys** | | | | |
| 123. | Jonava–Rizgonys | 22,7 | | 1520 mm |
| **Šeštokai–Alytus** | | | | |
| 124. | Šeštokai–Alytus | 38,1 | | 1520 mm |
| **Šeštokai–Mockava– State Border** (1435 mm) | | | | |
| 125. | Šeštokai–Mockava (1435 mm)* | 7,5 | | 1435 mm |
| 126. | Mockava– State Border (1435 mm) | 14,3 | | 1435 mm |
| **Senieji Trakai–Trakai** | | | | |
| 127. | Senieji Trakai -Trakai | 3,7 | Electrify | 1520 mm |

| No. | Title of the Route / Stop | Operational Length (km) | Electrified Sections | Road Width |
|---|---|---|---|---|
| **Kaunas–Šeštokai (Rail Baltica)** | | | | |
| 128. | Kaunas - Palemonas (RB) | 9,6 | | 1435 mm |
| 129. | Kaunas–Jiesia (RB) | 8,2 | | 1435 mm |
| 130. | Jiesia–Mauručiai (RB) | 10,9 | | 1435 mm |
| 131. | Mauručiai–Kazlų Rūda (RB) | 17,6 | | 1435 mm |
| 132. | Kazlų Rūda–Vinčai (RB) | 9,7 | | 1435 mm |
| 133. | Vinčai–Marijampolė (RB) | 14,4 | | 1435 mm |
| 134. | Marijampolė–Kalvarija (RB) | 16,0 | | 1435 mm |
| 135. | Kalvarija–Šeštokai (RB) | 16,9 | | 1435 mm |
| **Palemonas–Rokai–Jiesia (RB)** | | | | |
| 136. | Palemonas–Rokai (RB) | | | 1435 mm |
| 137. | Rokai–Jiesia (RB) | 4,3 | | 1435 mm |

## 10. TYPICAL FORM OF THE DECLARATION

| **GENERAL PROVISIONS** | | |
|---|---|---|
| AB LTG Infra must collect information about the party to the agreement for the use of public railway infrastructure or the agreement on the allocation of public railway infrastructure capacity, and the partners employed in the activities of this party, in accordance with the legislation regulating economic, financial, political, transportation, social international sanctions, as well as other restrictions and obligations established, applied or administered by the United Nations (UN) Security Council, the European Union (EU) or its institutions, the United States of America (USA) Government, including the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, His Majesty's Treasury of the United Kingdom (UK) and/or the institutions of these entities, as well as the legislation of the Republic of Lithuania, international treaties and agreements, and AB LTG Infra Sanctions control and implementation policy, assessing risks related to sanctions, making efforts to eliminate, reduce and otherwise manage them preventively, defending its legitimate interests to run a transparent and socially responsible business and avoid possible negative economic consequences and damage to reputation, prior to the conclusion of such an agreement and during its performance. Furthermore, in accordance with the instructions and/or recommendations of the Coordinating Commission for the Protection of Objects Important for Ensuring National Security, adopted on the basis of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania, AB LTG Infra must obtain the relevant assurances of the Party to the Agreement specified in this Declaration in order to ensure compliance with the obligations approved by the agreement and the provisions of the Network.<br>AB LTG Infra ensures that the provided information is considered confidential and is protected in accordance with the requirements of the legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27-04-2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The personal data provided in this Declaration, in case of a conclusion of the agreement, will be stored for 10 (ten) years from the end of the agreement, and for 5 (five) years if the agreement was not concluded.<br>Data controller is AB LTG Infra, 305202934, Geležinkelio g. 2, 02100 Vilnius. Email address of the data protection officer: dap@ltg.lt. More information about personal data processing can be found on the website of AB LTG Infra at https://ltginfra.lt/privatumo-pranesimas/ | | |
| **Part I: General information** | | |
| Name of a legal entity / Name and last name of a natural person: | | |
| Code of a legal entity / Date of birth of a natural person: | | |
| Address of the registered office / Place of residence: | | |
| Date of registration / Nationality, place of birth: | | |
| If a railway company (carrier), which is not the applicant, but according to the agreement with the applicant has the right to use the capacity allocated to the applicant, operates in the interests of the applicant | | |
| Name of legal entity: | | |
| Legal entity code: | | |
| Registered office address: | | |
| Date of registration: | | |
| **Part II: Representatives** | | |
| Manager | Name, last name | |
| | Citizenship, date of birth | |
| | Date of birth | |
| The person signing the agreement *(if not signed by the head of the company)* | Position | |
| | Name, last name | |
| | Basis for representation | |
| Enclose a copy of the document substantiating the right to represent of the person signing the agreement *(does not apply if the agreement is signed by the head of the company)* | | |
| Contact person | Position | |
| | Name, last name | |
| | Phone No.: | |
| | Email | |
| **Part III: Beneficiaries*** | | |
| 1. | Name, last name | |

| | | |
|---|---|---|
| | Date of birth | |
| | Citizenship, date of birth | |
| 2. | Name, last name | |
| | Date of birth | |
| | Citizenship, date of birth | |
| 3. | Name, last name | |
| | Date of birth | |
| | Citizenship, date of birth | |
| 4. | Name, last name | |
| | Date of birth | |
| | Citizenship, date of birth | |
| Please indicate the public sources (if any) where we can check the beneficiary information | | |
| ** Natural person / natural persons who ultimately own or control the party to the agreement (legal entity) directly and/or indirectly by owning or controlling 25% or more shares or voting rights, or who directly or indirectly control the party to the agreement (legal entity) in other ways.*<br>*NOTE: If there are no natural persons who directly or indirectly own or control more than 25% of the customer's shares or voting rights, or who directly or indirectly control the customer in other ways, please provide information about natural persons holding positions as members of the management body of the customer (for example, board members, manager, etc.)* | | |
| **Part IV: Key business partners (at least 10 key business partners, if any)** | | |
| Name, country of registration, nature and objective of the relationship | | |
| Name, country of registration, nature and objective of the relationship | | |
| Name, country of registration, nature and objective of the relationship | | |
| Name, country of registration, nature and objective of the relationship | | |
| Name, country of registration, nature and objective of the relationship | | |
| **Part V: Assurances regarding the status of Sanctions and the implementation of control measures** | | |
| I hereby confirm that the party to the agreement – a natural person or a company, its shareholders, beneficiaries or other persons controlling the company are not included in any lists of Sanctions, which are observed by AB LTG Infra** | | ☐ Confirmed |
| If there is relevant information related to the above approval, please provide it | | |
| I hereby confirm that the company's direct and indirect shareholders are not companies managed or otherwise controlled by the Russian Federation or the Republic of Belarus | | ☐ Confirmed |
| If there is relevant information related to the above assurance, please provide it | | |
| ***This includes lists of international sanctions and other restrictive measures programs compiled by the United Nations Security Council (link), the European Union (link), Office of Foreign Assets Control of the US Department of the Treasury (OFAC, link), the US Department of State (link), the Bureau of Industry and Security of the US Department of Commerce (BIS, link), the Financial Sanctions Enforcement Office of Her Majesty's Treasury of the United Kingdom (OFSI, link).* | | |
| I hereby confirm that, prior to participating in any economic commercial activity, I will ensure performance of the due diligence of the entities with whom I cooperate in order to ensure compliance with the applicable Sanctions, and I will refrain from any cooperation with entities suspected of attempting to evade the restrictions and obligations imposed by the applicable Sanctions or, after a performance of the due diligence, there is no unequivocal conclusion that the relevant economic and commercial activity operation is not aimed at non-compliance or avoiding the restrictions and obligations imposed by the Sanctions | | ☐ Confirmed |

| | |
|---|---|
| **I hereby confirm that the party to the agreement has a Sanctions Implementation Policy that meets the criteria specified in the Network Provisions**<br>*or*<br>**I hereby confirm that the party to the agreement *mutatis mutandis* complies with Sanctions Implementation and Control Policy of AB LTG Infra (https://ltginfra.lt/apie-mus/valdymas/vidaus-teises-aktai/)** | ☐ Confirmed (enclosed)<br>*or*<br>☐ Confirmed |
| **Part VI: Other assurances *(completed only by railway companies (carriers))*** | |
| I hereby confirm that we will not use the Infrastructure for the provision of rail transit services if we will not fulfil the condition specified in Part 2 of Article 28 of the RTC granting the exclusive right to receive the minimum package of access to the Infrastructure and the right to use the Infrastructure for the provision of rail transit services. | ☐ Confirmed |
| | |
| I hereby confirm that the allocated Capacities will not be used for dual-purpose goods included in the national list of controlled dual-purpose goods, for export, including re-export, through the Republic of Lithuania to third countries, when the goods are exported through border crossing points with non-European Union member states, approved by Resolution No. 512 of the Government of the Republic of Lithuania "Regarding the application of national control measures in accordance with Article 9 of Regulation (EU) 2021/821 of the European Parliament and Council" of in 28 June 2023 | ☐ Confirmed |
| | |
| I hereby confirm that no later than 13-12-2025 or, if the Agreement is signed after this date, we will submit an action plan regarding the implementation of measures that ensure, that we will not transfer any information related to the use of public railway infrastructure, including data on transported cargo, to third countries (Russia, Belarus, People's Republic of China) and the Railway Transport Board during the provision of cargo transportation services on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, during the period of validity of the Service Train Schedule for 2025–2026, to AB LTG Infra within a month of signing of the Agreement, or we will continue to implement the relevant action plan presented in the previous period of validity of the Service Train Schedule<br>*or*<br>I hereby confirm that when providing cargo transportation services on local routes and cargo transportation services on international routes, when the starting and final stations of the cargo are located in a member state of the European Union, we do not transfer any information related to the use of public railway infrastructure, including data on transported cargo, to third countries (Russia, Belarus, People's Republic of China) and the Railway Transport Board | ☐ Confirmed<br>*or*<br>☐ Confirmed |
| I hereby confirm that no later than 13-12-2025 or, if the Agreement is signed after this date, I will submit an action plan regarding measures that ensure, that the provision of cargo transportation services on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, will be provided in accordance with the provisions of COTIF to be implemented during the period of validity of the Service Train Schedule for 2025– 2026, to AB LTG Infra within a month of signing of the Agreement or we will continue to implement the relevant action plan presented in the previous period of validity of the Service Train Schedule<br>*or* | ☐ Confirmed<br>*or* |

| | |
|---|---|
| I hereby confirm that cargo transportation services provided on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, are provided in accordance with the provisions of the Agreement on International Carriage by Rail (COTIF) | ☐ Confirmed |
| *or* | |
| I hereby confirm that we do not provide and do not intend to provide services of cargo transportation on international routes, when the starting and final railway stations of the cargo are located in a member state of the European Union, during the period of validity of the Service Train Schedule for 2025– 2026 | ☐ Confirmed |
| **FINAL PROVISIONS** | |
| I hereby confirm that I am duly authorized to sign this Declaration on behalf of the party to the agreement | ☐ Confirmed |
| I hereby confirm that the information provided in this Declaration is true, complete and accurate | ☐ Confirmed |
| I undertake to immediately notify AB LTG Infra in writing about any changes in the information provided that become known to me | ☐ I undertake |
| I am informed that AB LTG Infra can carry out an inspection in order to verify the correctness and authenticity of the information and assurances provided in this Declaration | ☐ I agree |
| I am informed that AB LTG Infra processes the personal data provided in this Declaration for the following purposes, i.e. to: (1) implement the requirements of sanctions and restrictions established in the Law on International Sanctions of the Republic of Lithuania and ensure that no transactions are entered into that contradict the requirements or restrictions of such sanctions, and if such transactions are concluded, that they are terminated immediately (the basis of processing is a legal obligation); (2) ensure compliance with the requirements and restrictions of sanctions approved by third parties, including the USA and the UK (the basis of processing is the legitimate interests of conducting a transparent and socially responsible business and avoiding possible negative economic consequences and reputational damage). | ☐ Confirmed |
| I hereby confirm that all natural persons indicated in this Declaration have been informed about the processing of their personal data and their related rights prior to the submitting of the Declaration: (1) about their personal data recorded in the Declaration and the purposes of processing of this data; (2) about the Privacy Notice published on the website of AB LTG Infra at https://ltginfra.lt/privatumo-pranesimas/, where they can familiarize themselves with the processing of their personal data and their related rights in detail. | ☐ Confirmed |
| Position | |
| Name, last name<br>*(in capital print letters if by hand)* | |
| Signature | |
| Date | |

## 21. MASS FOR EXPRESS APPLICATIONS ACCORDING TO RAILWAY LINES

| No. | Railway Section | Direction of traffic and maximum mass of the train set [18] (t) | | Locomotive |
|---|---|---|---|---|
| | | Odd direction | Even direction | |
| **Track 1435 mm** | | | | |
| 1. | Palemonas–Kaunas–Šeštokai | 2000 | 2200 | M62K |
| | | 3700 | 4000 | 2M62K |
| | | 1200 | 1400 | ČME-3 |
| 2. | Šeštokai–Mockava–Trakiškiai | 2500 | 2500 | M62K |
| | | 2500 | 2500 | ST44 |
| | | 2500 | 2500 | BR285 |
| | | 5000 | 5000 | 2M62K |
| | | 2000 | 2200 | ČME-3 |
| 3. | Rokai–Jiesia | 2400 | 2200 | M62K |
| | | 4500 | 4000 | 2M62K |
| | | 2000 | 1600 | ČME-3 |
| **Track 1520 mm** | | | | |
| 1. | Molodečna–Kena | 3700 | 5000 | ER20CF |
| | | 7000 | 7500 | 2 × ER20CF |
| | | 4800 | 5000 | 2M62K |
| | | 5600 | 6000 | 2M62M |
| | | 2500 | 3000 | TEM TMH |
| | | 5000 | 6000 | 2 × TEM TMH |
| | | 7000 | 7500 | BKG1 |
| | | 4900 | 5500 | BKG2 |
| | | 7000 | 7500 | 2 × BKG2 |
| | | 4900 | 5500 | VL-80 |
| | | 4900 | 4500 | 2TE10 |
| | | 4500 | 3700 | 2M62 |
| | | 4900 | 4500 | 2TE116 |
| 2. | Kena – Vaidotai (through Valčiūnai bypass) | 4000 | 4000 | ER20CF |
| | | 7500 | 7800 | 2 × ER20CF |
| | | 4000 | 4000 | 2M62K |
| | | 5500 | 4700 | 2M62M |
| | | 3000 | 2500 | TEM TMH |
| | | 6000 | 5000 | 2 × TEM TMH |
| | | 5800 | 5000 | 2TE116 |
| 3. | Kena – Vilnius – Vaidotai (Paneriai track G) | 5600 | 4200 | ER20CF |
| | | 9000 | 8400 | 2 × ER20CF |
| | | 5000 | 5000 | 2M62K |
| | | 6000 | 6000 | 2M62M |
| | | 3300 | 3000 | TEM TMH |
| | | 6600 | 6000 | 2 × TEM TMH |
| | | 6300 | 6300 | 2TE116 |
| 4. | Kena – Vaidotai – Kybartai – Chernyakhovsk (through Valčiūnai bypass) | 4000 | 4000 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 4000 | 4000 | 2M62K |
| | | 5500 | 4700 | 2M62M |
| | | 2600 | 2400 | TEM TMH |
| | | 5200 | 4800 | 2 × TEM TMH |
| | | 5800 | 5000 | 2TE116 |

[18] Maximum train set mass calculated on the basis of the technical characteristics of the locomotive specified, taking into account the technical capacity of the line and taking into account the expected capacity constraints.

| No. | Railway Section | Direction of traffic and maximum mass of the train set [18] (t) | | Locomotive |
|---|---|---|---|---|
| | | Odd direction | Even direction | |
| 5. | Vaidotai – Kybartai – Chernyakhovsk | 4500 | 4000 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 4500 | 4600 | 2M62K |
| | | 6000 | 5500 | 2M62M |
| | | 2600 | 2400 | TEM TMH |
| | | 5200 | 4800 | 2 × TEM TMH |
| | | 6300 | 5800 | 2TE116 |
| 6. | Kena–Vilnius–Kybartai–Chernyakhovsk | 4500 | 4000 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 4500 | 4600 | 2M62K |
| | | 6000 | 5500 | 2M62M |
| | | 2600 | 2400 | TEM TMH |
| | | 5200 | 4800 | 2 × TEM TMH |
| | | 6300 | 5800 | 2TE116 |
| 7. | Kena – Vaidotai – Radviliškis (through Valčiūnai bypass) | 4000 | 4000 | ER20CF |
| | | 7500 | 7800 | 2 × ER20CF |
| | | 3800 | 4000 | 2M62K |
| | | 4500 | 4700 | 2M62M |
| | | 2100 | 2200 | TEM TMH |
| | | 4200 | 4400 | 2 × TEM TMH |
| | | 5100 | 5000 | 2TE116 |
| 8. | Vaidotai, (Paneriai)–Radviliškis | 4500 | 4500 | ER20CF |
| | | 7500 | 8000 | 2 × ER20CF |
| | | 3800 | 4500 | 2M62K |
| | | 4500 | 5000 | 2M62M |
| | | 2100 | 2200 | TEM TMH |
| | | 4200 | 4400 | 2 × TEM TMH |
| | | 5100 | 5300 | 2TE116 |
| 9. | Kena–Vilnius–Radviliškis | 4500 | 4500 | ER20CF |
| | | 7500 | 8000 | 2 × ER20CF |
| | | 3800 | 4500 | 2M62K |
| | | 4500 | 5000 | 2M62M |
| | | 2100 | 2200 | TEM TMH |
| | | 4200 | 4400 | 2 × TEM TMH |
| | | 5100 | 5300 | 2TE116 |
| 10. | Vaidotai–Palemonas | 4800 | 4000 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 4800 | 4500 | 2M62K |
| | | 6300 | 5500 | 2M62M |
| | | 2600 | 2400 | TEM TMH |
| | | 5200 | 4800 | 2 × TEM TMH |
| | | 6600 | 5800 | 2TE116 |
| 11. | Palemonas–Radviliškis | 4500 | 5000 | ER20CF |
| | | 7500 | 8000 | 2 × ER20CF |
| | | 3800 | 5000 | 2M62K |
| | | 4500 | 5500 | 2M62M |
| | | 2100 | 2500 | TEM TMH |
| | | 4200 | 5000 | 2 × TEM TMH |
| | | 5100 | 5800 | 2TE116 |
| 12. | Radviliškis – Klaipėda, Draugystė (through Kužiai station) | 4800 | 3600 | ER20CF |
| | | 8300 | 7000 | 2 × ER20CF |
| | | 3600 | 3600 | 2M62K |
| | | 5500 | 4200 | 2M62M |
| | | 2600 | 2000 | TEM TMH |
| | | 5200 | 4000 | 2 × TEM TMH |

| No. | Railway Section | Direction of traffic and maximum mass of the train set [18] (t) | | Locomotive |
|---|---|---|---|---|
| | | Odd direction | Even direction | |
| | | 5800 | 4600 | 2TE116 |
| 13. | Daugavpils–Radviliškis | 2600 | 2400 | ER20CF |
| | | 5500 | 5300 | 2 × ER20CF |
| | | 2600 | 2400 | 2M62K |
| | | 3000 | 2700 | 2M62M |
| | | 1600 | 1400 | TEM TMH |
| | | 3300 | 3000 | 2 × TEM TMH |
| | | 3300 | 3000 | 2TE116 |
| 14. | Jelgava–Radviliškis | 3400 | 5000 | ER20CF |
| | | 7000 | 9800 | 2 × ER20CF |
| | | 4000 | 5000 | 2M62K |
| | | 5200 | 5500 | 2M62M |
| | | 2500 | 3000 | TEM TMH |
| | | 5000 | 6000 | 2 × TEM TMH |
| | | 5500 | 5800 | 2TE116 |
| 15. | Radviliškis–Sovetsk | 3000 | 2700 | ER20CF |
| | | 6200 | 5400 | 2 × ER20CF |
| | | 3000 | 2700 | 2M62K |
| | | 4400 | 3600 | 2M62M |
| | | 1600 | 1800 | TEM TMH |
| | | 3200 | 3600 | 2 × TEM TMH |
| | | 4600 | 4000 | 2TE116 |
| 16. | Radviliškis – Draugystė, Klaipėda (through Pagėgiai station) | 3000 | 2700 | ER20CF |
| | | 6200 | 5600 | 2 × ER20CF |
| | | 3000 | 2700 | 2M62K |
| | | 4400 | 3600 | 2M62M |
| | | 1600 | 1800 | TEM TMH |
| | | 3200 | 3600 | 2 × TEM TMH |
| | | 4600 | 4000 | 2TE116 |
| 17. | Radviliškis–Bugeniai | 4800 | 4500 | ER20CF |
| | | 8800 | 8200 | 2 × ER20CF |
| | | 4800 | 4500 | 2M62K |
| | | 5500 | 4700 | 2M62M |
| | | 2700 | 2700 | TEM TMH |
| | | 5400 | 5400 | 2 × TEM TMH |
| | | 5800 | 5000 | 2TE116 |
| 18. | Bugeniai – Klaipėda, Draugystė (through Kužiai station) | 4800 | 3600 | ER20CF |
| | | 8300 | 7000 | 2 × ER20CF |
| | | 3600 | 3600 | 2M62K |
| | | 5500 | 4200 | 2M62M |
| | | 2600 | 2000 | TEM TMH |
| | | 5200 | 4000 | 2 × TEM TMH |
| | | 5800 | 4600 | 2TE116 |
| 19. | Gaižiūnai – Klaipėda, Draugystė (through Kužiai station) | 4500 | 3600 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 3600 | 3600 | 2M62K |
| | | 4500 | 4200 | 2M62M |
| | | 2100 | 2000 | TEM TMH |
| | | 4200 | 4000 | 2 × TEM TMH |
| | | 5100 | 4600 | 2TE116 |
| 20. | Šilainiai–Klaipėda, Draugystė (through Kužiai station) | 4800 | 3600 | ER20CF |
| | | 8300 | 7000 | 2 × ER20CF |
| | | 3600 | 3600 | 2M62K |
| | | 5500 | 4200 | 2M62M |
| | | 2600 | 2000 | TEM TMH |

| No. | Railway Section | Direction of traffic and maximum mass of the train set [18] (t) | | Locomotive |
|---|---|---|---|---|
| | | Odd direction | Even direction | |
| | | 5200 | 4000 | 2 × TEM TMH |
| | | 5800 | 4600 | 2TE116 |
| 21. | Šilainiai – Draugystė (through Pagėgiai station) | 3000 | 2700 | ER20CF |
| | | 6200 | 5600 | 2 × ER20CF |
| | | 3000 | 2700 | 2M62K |
| | | 4400 | 3600 | 2M62M |
| | | 1600 | 1800 | TEM TMH |
| | | 3200 | 3600 | 2 × TEM TMH |
| | | 4600 | 4000 | 2TE116 |
| 22. | Kena–Vilnius–Kirtimai–Vaidotai | 2600 | 4000 | ER20CF |
| | | 5100 | 7800 | 2 × ER20CF |
| | | 2600 | 4000 | 2M62K |
| | | 3600 | 5500 | 2M62M |
| | | 1200 | 1200 | TEM TMH |
| | | 2400 | 2400 | 2 × TEM TMH |
| | | 3900 | 5800 | 2TE116 |
| 23. | Palemonas–Rokai, (Kaunas)–Kybartai | 4500 | 4000 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 4500 | 4600 | 2M62K |
| | | 6000 | 5500 | 2M62M |
| | | 2600 | 2400 | TEM TMH |
| | | 5200 | 4800 | 2 × TEM TMH |
| | | 6300 | 5800 | 2TE116 |
| 24. | Kena–Vaidotai–Paneriai | 4000 | 4000 | ER20CF |
| | | 7500 | 7800 | 2 × ER20CF |
| | | 4000 | 4000 | 2M62K |
| | | 5500 | 4700 | 2M62M |
| | | 3000 | 2500 | TEM TMH |
| | | 6000 | 5000 | 2 × TEM TMH |
| | | 5800 | 5000 | 2TE116 |
| 25. | Jelgava–Rengė–Bugeniai | 3900 | 5500 | ER20CF |
| | | 6000 | 6000 | 2 × ER20CF |
| | | 4000 | 5000 | 2M62K |
| | | 6000 | 6000 | 2M62M |
| | | 2700 | 2700 | TEM TMH |
| | | 5400 | 5400 | 2 × TEM TMH |
| | | 5400 | 6000 | 2TE116 |
| | | 5400 | 6000 | 2TE10 |
| 26. | Daugavpils–Naujoji Vilnia–Paneriai–Vaidotai | 4000 | 4000 | ER20CF |
| | | 6000 | 6000 | 2 × ER20CF |
| | | 4200 | 4200 | 2M62K |
| | | 5500 | 5500 | 2M62M |
| | | 2500 | 2500 | TEM TMH |
| | | 5000 | 5000 | 2 × TEM TMH |
| | | 6000 | 6000 | 2TE116 |
| 27. | Palemonas–Rokai, (Kaunas)—Šeštokai–Mockava | 3500 | 4000 | ER20CF |
| | | 7000 | 8000 | 2 × ER20CF |
| | | 3700 | 4000 | 2M62K |
| | | 4500 | 5000 | 2M62M |
| | | 1500 | 1800 | TEM TMH |
| | | 4000 | 5000 | 2 × TEM TMH |
| | | 4800 | 5300 | 2TE116 |
| 28. | Radviliškis–Pakruojis–Petrašiūnai | 3400 | 3400 | ER20CF |
| | | 6800 | 6800 | 2 × ER20CF |
| | | 3400 | 3600 | 2M62K |

| No. | Railway Section | Direction of traffic and maximum mass of the train set [18] (t) | | Locomotive |
|---|---|---|---|---|
| | | Odd direction | Even direction | |
| | | 5000 | 5000 | 2M62M |
| | | 3200 | 2500 | TEM TMH |
| | | 6400 | 5300 | 2 × TEM TMH |
| | | 5300 | 5300 | 2TE116 |
| 29. | Paneriai–Rokai, (Kaunas)–Kybartai | 4500 | 4000 | ER20CF |
| | | 7500 | 7000 | 2 × ER20CF |
| | | 4500 | 4600 | 2M62K |
| | | 6000 | 5500 | 2M62M |
| | | 2600 | 2400 | TEM TMH |
| | | 5200 | 4800 | 2 × TEM TMH |
| | | 6300 | 5800 | 2TE116 |
| 30. | Paneriai, Vaidotai–Marcinkonys | 3600 | 4000 | ER20CF |
| | | 7200 | 8000 | 2 × ER20CF |
| | | 3600 | 4000 | 2M62K |
| | | 6000 | 6000 | 2M62M |
| | | 3000 | 3000 | TEM TMH |
| | | 6000 | 6000 | 2 × TEM TMH |
| | | 6300 | 6300 | 2TE116 |
| 31. | Jonava–Rizgonys | 2100 | 3800 | ER20CF |
| | | 4200 | 7600 | 2 × ER20CF |
| | | 2100 | 3800 | 2M62K |
| | | 2800 | 5000 | 2M62M |
| | | 1400 | 2500 | TEM TMH |
| | | 2800 | 5000 | 2 × TEM TMH |
| | | 3100 | 5300 | 2TE116 |
| 32. | Šeštokai–Alytus | 3700 | 4000 | ER20CF |
| | | 7400 | 8000 | 2 × ER20CF |
| | | 3700 | 4000 | 2M62K |
| | | 5000 | 5000 | 2M62M |
| | | 2500 | 2500 | TEM TMH |
| | | 5000 | 5000 | 2 × TEM TMH |
| | | 5400 | 5400 | 2TE116 |
| 33. | Utena–Švenčionėliai | 2500 | 3000 | ER20CF |
| | | 5000 | 6000 | 2 × ER20CF |
| | | 2800 | 3400 | 2M62K |
| | | 3800 | 4400 | 2M62M |
| | | 1500 | 2000 | TEM TMH |
| | | 3000 | 4000 | 2 × TEM TMH |
| | | 4200 | 4800 | 2TE116 |
| 34. | Akmenė–Alkiškiai | 5000 | 5000 | ER20CF |
| | | 7500 | 7500 | 2 × ER20CF |
| | | 5000 | 5000 | 2M62K |
| | | 6300 | 6300 | 2M62K |
| | | 3000 | 3000 | TEM TMH |
| | | 6000 | 6000 | 2 × TEM TMH |
| | | 6500 | 6500 | 2TE116 |

## *22.* EXTRACT FROM THE RAILWAY TRAFFIC RULES APPROVED BY ORDER NO 452 OF 30 DECEMBER 1999 OF THE MINISTER OF TRANSPORT AND COMMUNICATIONS OF THE REPUBLIC OF LITHUANIA "ON THE APPROVAL OF RAILWAY TRAFFIC RULES"

...<..> "10. ***TRAFFIC OF EMERGENCY TRAINS (DRAISINES), FIRE TRAINS, AND AUXILIARY LOCOMOTIVES***

10.1. General Section

10.1.1. Emergency trains (draisines), fire trains, and auxiliary locomotives shall be allocated according to the request of the driver of the main locomotive of the train that has stopped on the tracks, received in writing, by telephone or by radio, or at the request of employees of track, automation, communication, and electricity supply sectors.

Emergency and fire trains shall be called in accordance with the valid provisions of these trains.

Emergency and fire trains and auxiliary locomotives shall be sent and travel to their destinations according to the order of the train traffic manager.

10.1.2. When requesting assistance, the train driver (assistant driver) who stopped on the plain track shall include in their report to the station attendant or to the train traffic manager the kilometre and distance marker where the front of the train is, the reason for asking for assistance, and the time of the request. In special cases, where there is no telephone or radio communication with the station attendant or the train traffic manager, a written request may be taken to the nearest station in the train locomotive.

Detaching the locomotive from the train set shall be permitted only if the wagons are secured with wheel brakes and manual brakes. Before detaching the locomotive from the train set, it shall be necessary to fully unscrew the rear tap of the automatic brake pipe of the wagons left on the plain track.

It shall be prohibited to detach the locomotive from the train set if the means of securing the wagons are not sufficient on the track on which the train has stopped under track profile conditions.

On double track, a written request for assistance may also be delivered to the station attendant by the front train locomotive team.

10.1.3. Upon receipt of a request for sending an emergency train, a fire train or an auxiliary locomotive, the station attendant shall immediately inform the train traffic manager. The text of the request received by telephone or radio shall be recorded in the train traffic log.

10.1.4. Upon receipt of the request for assistance, the train traffic manager shall immediately inform the regional attendant accordingly. The regional attendant and the train traffic manager shall decide on the station near the plain track from which assistance will be sent and on the station to which the wagons must be moved.

The train traffic manager or the station attendant shall inform by radio the driver of the train that has stopped of the procedure for giving assistance.

The train traffic manager must guarantee the fast arrival of emergency trains, fire trains, and auxiliary locomotives and, on the basis of relevant knowledge, inform the people in charge of emergency (fire) trains of the situation on site so that trains are properly prepared for future work.

10.1.5. Emergency and fire trains and auxiliary locomotives shall be sent to the plain track after all other train traffic has been stopped in accordance with the procedure laid down in clause 13.10 of these Rules. The driver of the locomotive shall be given a E-22 permit (white sheet with a red diagonal).

Depending on the side (front or rear) from which assistance will arrive, the permit must include the location (kilometre) to which the emergency train or fire train or auxiliary locomotive must travel. If assistance is provided from the rear of the train, the kilometre specified in the assistance request shall be changed depending on the length of the train.

The E-22 permit shall be given to the driver even in cases where a temporary post is set up at the location of the obstacle to train traffic on the plain track. In this case, the traffic of emergency trains and fire trains and auxiliary locomotives shall be agreed in advance by the attendants of the stations near the plain track and the attendant of the temporary post.

The procedure for sending auxiliary locomotives to sections equipped with traffic control centralisation is set out in clause 5.2.6 of these Rules.

10.1.6. When driving to the plain track to provide assistance, 2 kilometres before the location specified in the permit, the driver of an emergency or fire train or auxiliary locomotive shall take measures to reduce the speed and continue driving very carefully, ready to stop the train immediately in the event of obstacles on the track.

Before approaching the train calling for assistance or the work location (track repair, firefighting, dismantling of obstacles, etc.), the driver must stop their train and continue to follow the instructions of the person supervising the work.

On arrival at the destination, the driver of the auxiliary locomotive shall coordinate their actions with the driver of the stopped train.

10.1.7. The station attendant shall record the time of departure and return from the plain track of the emergency or fire train or auxiliary locomotive in the train traffic log and immediately inform the attendant of the other station near the plain track and the train traffic manager.

10.1.8. Traffic on the plain track or on a particular track shall be permitted by order of the train traffic manager, which shall be issued on the basis of a report (written, made by telephone or radio) of the senior track section worker (whose position must be at least the track master) who was involved in the dismantling of the obstacles stating that train traffic on the plain track may be resumed.

The power manager shall report the elimination of the overhead contact line failure on the basis of a report from the power supply section employee who was in charge of the repair work.

The train traffic manager, on the basis of the respective report of the electromechanical technician of the signal equipment, shall allow the use of automatic blocking, the equipment of which has been damaged.

If the rolling stock has not been derailed and no equipment has been damaged, train traffic may be resumed upon receipt of a report from the auxiliary locomotive driver or the assistance manager that the rolling stock has been removed and the plain track is free.

On double track sections with automatic blocking, the traffic on the respective plain track may be permitted after receiving a radio report from the auxiliary locomotive driver that the train set of the stopped train is being removed on a regular track.

10.1.9. The driver of the train that was disconnected on the plain track must:

- Immediately report the event to the drivers of trains on the plain track and the attendants of stations near the plain track by radio so that they inform the train traffic manager immediately; in the absence of radio communication, the report shall be transmitted by other means of communication in accordance with the procedure laid down in clause 18.7.1 of the TNN;
- Send the assistant driver to check the train set and the condition of the automatic clutches of the detached wagons; if they are in order, to connect the train set; before attaching the detached parts of the train set, to push the wagons very carefully so that their collision speed does not exceed 3 km/h;
- Replace damaged brake piping hoses with spare ones or with hoses removed from the last wagon or the front of the locomotive.

In all cases where the connection of the detached parts of the train set lasts 20 minutes or more, the train driver shall take measures to secure the rest of the train without the locomotive with wheel brakes and hand brakes.

After connecting the detached parts of the train, the assistant driver must verify that the train set is complete according to the number of the last wagon and the signal sign of the end of the train. The wheel brakes must be removed, the hand brakes must be released and the train brakes must be partially checked before starting to move.

10.1.10. Connecting parts of the train on the plain track shall be prohibited:

a) During a fog, blizzard and other adverse weather conditions when signals are not visible;

b) If the detached part of the train set is located on a slope steeper than 2.5‰ and during the connection may move because of the impact in the direction opposite to the travel direction of the train;

c) Where there is no radio communication between the train driver and the assistant driver. In exceptional cases specified in clause 10.3.6 of these Rules, the locomotive of the following train may be used to connect the detached part of the train.

10.1.11. If the train cannot be connected, the driver shall request an emergency train or auxiliary locomotive in accordance with the procedure laid down in clause 10.1.2 of these Rules, additionally stating in the request the approximate distance between the separate parts of the train.

In exceptional cases specified in clause 10.1.2 of these Rules, the written request for assistance may be delivered to the station by train locomotive (with or without wagons). The rear of this locomotive must be marked in accordance with the requirements of clause 6.1 of the ST.

Leaving train sets whose wagons contain people and cargo of Hazmat Class 1 (Explosives) on the plain track without railway employees' protection shall be prohibited.

10.1.12. The driver of the locomotive delivering a written request for assistance to the station shall:

- Follow the traffic lights of the plain track on plain track sections with automatic blocking;
- On plain track with semi-automatic blocking, where there are track posts (checkpoints), stop the locomotive at the first post on the way and report the accident to the train traffic manager; the post attendant shall send such a locomotive according to the clear traffic light signal of the plain track, but shall not turn on the signal blocking arrivals. Attendants of other plain track checkpoints shall act in accordance with the requirements of clause 6.2.2 of these Rules.

10.1.13. Traffic on the plain track shall be prohibited and the locomotive or train providing assistance to the train that stopped on the plain track shall be sent in accordance with the procedure laid down in clause 10.1.5 of these Rules. If the location of the rear part of the train is unknown and the assistance is provided from the rear, the driver of the auxiliary locomotive (emergency train) shall be given the E-22 permit and the E-20 white warning leaflet with a yellow diagonal for the train driver (see Annex 19):

"The location of detached train parts on the plain track is unknown".

The locomotive driver in possession of such a warning leaflet and travelling to give assistance must be particularly careful and maintain such a speed that the driver can stop in time in front of the obstacle.

10.2. Return of the Train from the Plain Track to the Station of Departure

10.2.1. If the train that stopped on the plain track cannot travel any farther and must be returned to the station of departure, the train driver must notify the station attendant and the train traffic manager (in writing, by telephone or by radio) either through the conductor or through the employees of the locomotive team.

Upon receipt of such a notification, the train traffic manager shall stop the traffic on the plain track (the respective plain track part) and prepare the procedure for the return of the train to the station of departure.

10.2.2. Usually the train is dragged from the plain track by an auxiliary locomotive.

In exceptional cases, the locomotive of the stopped train shall be allowed to push the train set back to the station's entry traffic light or the signal sign "Station Limit". Before that, all train traffic on the plain track (part of the plain track) must be stopped by order of the train traffic manager and the following order of the station attendant must be given to the driver of the stopped train:

"All train traffic was stopped on the plain track ___ (part of the plain track).

I authorise train No. ___ being pushed to the entry traffic light (the signal sign "Station Limit") of the station ___. Train station attendant ___".

In the absence of radio or telephone communication, the train may be pushed only after the driver of the stopped train has been given (by courier) the E-22 permit.

On plain track with automatic blocking, the order to push the train or the E-22 permit may be given to the driver of the stopped train if the track between the stopped train and the entry traffic light (the signal sign "Station Limit") is free.

If a train that had left for the plain track with automatic blocking stopped without leaving the first blocked section, the train may be pushed to the entry traffic light or the signal sign "Station Limit" without stopping traffic on the plain track according to a verbal permission of the station attendant:

I authorise the driver of train No. ___ to push the train to the entry traffic light (the signal sign "Station Limit") of the station ___, train station attendant ___.

10.2.3. The train that stopped on the plain track shall be pushed to entry traffic light (the signal sign "Station Limit") of the station of departure at a speed not exceeding 5 km/h.

The employees of the locomotive team, the conductor or another person appointed by the train driver (employee) shall be present at the front (in the brake area or on special steps of the wagon) of the train being pushed on the plain track.

Diesel and electric trains, heavy draisines and light engines may return to the station from the plain track at such a speed that they can be stopped within the limits of visibility of signals and rolling stock; the driver of a diesel or electric train shall move to another driver's cab (the front cab considering the direction of pushing).

If the rear of a train sent to the plain track has not crossed the train station limit, the train may, if necessary, in accordance with the procedure laid down in paragraph 14.3.4 of these Rules, be pushed back towards the railway station at a speed not exceeding 5 km/h according to the station attendant's verbal instructions.

10.2.4. Trains returning from the plain track shall be allowed to move up to the station at the clear traffic light signal or at the restrictive traffic light signal in accordance with the procedure laid down in clause 12.4.2 of these Rules.

After the preparation of the route of arrival of the train being pushed in accordance with clause 10.2.2 of these Rules, the authorisation to push may be linked to the order for the train to be allowed to enter the station. In this case, depending on the presence of the entry traffic light and reception conditions, the text of the authorisation to push the train shall be include the following words:

"... and to move to the ____ track. The entry traffic light signal shall be the clear signal";

"... and to move to the ____ track when the restrictive signal of the entry traffic light is on. The route of arrival is ready";

"... and to move to the ____ track. The route of arrival is ready".

10.3. Provision of Assistance to the Train that has Stopped on the Plain Track using the Locomotive of the Following Train

10.3.1. If visibility is good, assistance may be provided to the train that stopped in the automatic blocking section and has a radio connection:

- By using the following light engine;
- By using the locomotive detached from the following freight train;

- By using the following freight train (without detaching from the main locomotive).
After assessing the situation appropriately, the method of giving assistance shall be stated in the registered order of the train traffic manager to be sent to the drivers of both locomotives.

It shall be prohibited to provide assistance to another train by using a locomotive detached from a train containing cargo of Hazmat Class 1 (Explosives) or by using the whole such train.

10.3.2. When a light engine following the stopped train is used to assist the train, the driver of the light engine shall be given the following order:
"To the driver of the locomotive of train No. ___. Please provide assistance to train No. ___ that has stopped in front of you. Train traffic manager ___".
When assistance is provided by using a locomotive detached from the following train, the following order shall be issued:
"To the driver of train No. ___. Please secure the train set, detach the locomotive from it and provide assistance to train No. ___ that has stopped in front of you. Train traffic manager ___".
Before issuing such an order, the train traffic manager ensure that the train from which the locomotive must be detached is located on a section of the track with a suitable profile and the train set may be secured with wheel brakes and hand brakes in accordance with the procedure laid down in clause 10.2.3 of these Rules. The driver may not detach the locomotive from the train set until it has been properly secured.

10.3.3. After receiving the order of the train traffic manager, the driver of the locomotive giving assistance may enter the blocked section and continue to move at a speed sufficient to be able to stop in time in front of the train ahead of it.
Before approaching the train, the driver must stop the locomotive, personally inspect the automatic clutch of the last wagon, and lock the locomotive's automatic clutch in the "buffer" position, then carefully approach the wagons. Pushing shall start according to the signal (instruction) of the driver of the first train. The drivers of both locomotives must maintain radio contact at all times and coordinate their actions. The second locomotive shall stop pushing according to the signal (instruction) of the first locomotive. If pushing was done by a light engine following the train that stopped, then, after the pushing is finished, it shall continue travelling according to the track blocking signals. If assistance was provided by a locomotive detached from the following train, then, after the pushing is finished, the locomotive shall return to its train. However, if the locomotive pushing the train moves along with it to the station in front, it may return to the train left on the plain track according to the instruction of the station attendant, without the driver receiving any additional authorisation to occupy the plain track. Before approaching the train set that was left, the driver shall stop the locomotive and personally ensure that the automatic clutches are in order. The driver must drive very carefully before attaching the locomotive to the train set.
After attaching the locomotive and filling the brake pipe with air to the specified pressure, a partial automatic brake check shall be performed. Later, the employees of the locomotive team or the senior train conductor shall remove the wheel brakes from under the wagon wheels and release the hand brakes.

10.3.4. The following train may, without being detached from its main locomotive, provide assistance to the train that has stopped on the plain track only in special cases and on sections defined by the railway manager, in cases where the weight and length of the train providing assistance does not exceed the set weight and length. While determining the sections and plaint tracks where such a method of assistance is allowed, the railway manager must establish procedures for the actions of the employees (train traffic managers, drivers of locomotive teams, station attendants, etc.) carrying out this task.

10.3.5. Assistance for connecting the parts of a freight train that was disconnected on the plain track shall be provided in the cases specified in clause 10.1.10 of these Rules and only at the request of the driver.
Assistance may be provided by a light engine moving towards the disconnected train, or by a freight train following the disconnected train, without detaching them from the main locomotive.
In this case, the train traffic manager shall issue the following order to give assistance:
"To the driver of the locomotive of train No. ___. Please connect the locomotive that you operate to the wagons detached from train No. ___ that stopped in front of you and attach them to the front part of the train set. Train traffic manager ___".
A light engine or an auxiliary locomotive following the train set must be connected to the last wagon of the detached part of the train. The driver of the front train locomotive who has fulfilled the requirements of clause 10.1.9 of these Rules shall give instructions regarding further actions. In addition, taking into account the number of wagons in the front and the detached parts of the train, the track profile and other conditions, the train shall be connected either by pushing the front of the train to the rear part or by pushing the detached wagons to the front of the train. After connecting the detached parts, the assistant driver of the second train shall disconnect the locomotive from the last wagon and each train shall then travel separately according to the track blocking signals.

10.3.6. A light engine or heavy draisine that stopped on the plain track with automatic blocking and cannot continue travelling on its own may be moved from the plain track to the nearest station by a following train, without detaching it from the locomotive. All such actions shall be performed by order of the train traffic manager, which shall be sent to the drivers of both locomotives and to the driver of the station ahead. Then

the locomotive of the following train shall be connected to the engine (draisine) that stopped on the plain track and the locomotive shall travel to the nearest station at a speed not exceeding 25 km/h. Such a method of assistance shall be determined by the railway manager, taking into account the track plan and the profile of the respective section.

10.3.7. A train that has stopped on a slope of the plain track with automatic blocking shall be pushed to a flatter track from where it can continue to travel if the track is unoccupied from the end of the train to the station, in accordance with the registered order of the train traffic manager sent to the locomotive driver and the attendant of the station behind the train:

“I authorise the driver of train No. ___ to push the train set to a flatter track; it is unoccupied to the entry traffic light (the signal sign “Station Limit”) of station ___. Train traffic manager ___”.

Upon receiving such an order, the station attendant shall prevent trains from entering the plain track without a separate instruction from the train traffic manager, which the manager shall send upon notification from the driver that the train is moving forward again.

10.3.8. A diesel or electric train that was forced to stop and cannot continue to travel independently, may be connected to a following diesel or electric train and travel as a double train set from the plain track to the first station on the way. The automatic brakes of both trains shall be connected into a shared brake pipe.

The drivers of these trains shall connect these train sets after they have received (using all available means of communication) a registered order from the train traffic manager:

“To the drivers of trains No.___ and No. ___. Please connect the trains and travel as a double train set to station ___. Train traffic manager ___”.

If it is not possible to operate the connected trains from the front cab of the front train locomotive, the train and the brakes shall be operated from the first cab of the second train locomotive, and the travel speed shall not exceed 25 km/h. In the first cab of the front train locomotive, the driver must monitor the traffic and, if necessary, suddenly stop the train.”

## 23. LIST OF MAJOR ROAD LEVEL CROSSINGS

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| **Vilnius–Radviliškis–Klaipėda** | | | | | | |
| 1. | 22+593 (22+589) | Lifted | N | VN | III | APS-au*-vs |
| 2. | 58+505 (58+489) | Lifted | N | VN | II | APS-au-vs |
| 3. | 68+159 (68+140) | Lifted | S (GSB) | VN | III | APS-pau-vs |
| 4. | 69+228 (69+208) | – | N | VN | III | APS-b |
| 5. | 71+417 (71+396) | – | N | VN | IV | APS-b |
| 6. | 87+965 (87+942) | Lifted | N | VN | IV | APS-au-vs |
| 7. | 96+738 (96+693) | Lifted | S (GSB) | VN | II | APS-pau-vs |
| 8. | 104+670 (104+619) | – | N | VN | IV | APS-b |
| 9. | 115+671 (115+621) | – | N | VN | IV | APS-b |
| 10. | 126+085 (126+034) | Lifted | N | VN | II | APS-au-vsa |
| 11. | 127+780 (127+728) | – | N | VN | IV | APS-b |
| 12. | 129+683 (129+631) | – | N | VN | IV | APS-b |
| 13. | 137+795 (137+742) | – | N | VN | IV | APS-b |
| 14. | 141+160 (141+106) | – | N | VN | III | APS-b |
| 15. | 145+450 (145+396) | – | N | VN | IV | APS-b |
| 16. | 149+459 (149+403) | – | N | VN | IV | APS-b |
| 17. | 154+900 (154+845) | – | N | VN | IV | APS-b |
| 18. | 160+494 (160+439) | – | N | VN | IV | APS-b |
| 19. | 168+756 (168+698) | – | N | VN | III | APS-b |
| 20. | 177+458 (177+400) | – | N | VN | IV | APS-b |
| 21. | 182+555 (182+495) | – | N | VN | IV | APS-b |
| 22. | 184+626 (184+567) | – | N | VN | IV | APS-b |
| 23. | 188+631 (188+571) | Lifted | N | VN | II | APS-au*-vs |
| 24. | 190+935 (190+875) | Lifted | N | VN | IV | APS-au*-vs |
| 25. | 192+108 (192+048) | Lifted | N | VN | II | APS-au*-pp-vs |
| 26. | 194+757 (194+695) | Lifted | N | VN | III | APS-au*-pp-vs |
| 27. | 196+902 (196+840) | Lifted | N | VN | III | APS-au*-vs |
| 28. | 202+386 (202+324) | Lifted | N | VN | II | APS-au*-vs |
| 29. | 216+378 (216+312) | – | N | VN | IV | APS-b-vs |
| 30. | 225+948 (225+879) | – | N | VN | IV | APS-b |
| | 227+923 (227+853) / direction Kužiai– | | N | VN | IV | APS-b |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| | Mažeikiai–Bugeniai 1+199 | | | | | |
| 31. | 236+864 (236+792) | – | N | VN | III | APS-b |
| 32. | 239+004 (238+931) | – | N | VN | IV | APS-b |
| 33. | 242+948 (242+874) | – | N | VN | IV | APS-b |
| 34. | 251+767 (251+685) | – | N | VN | IV | APS-b |
| 35. | 256+594 (256+511) | – | N | VN | IV | APS-b |
| 36. | 261+394 (261+311) | – | N | VN | III | APS-b |
| 37. | 268+102 (268+020) | – | N | VN | IV | APS-b |
| 38. | 269+574 (269+492) | – | N | VN | IV | APS-b |
| 39. | 273+348 (273+265) | – | N | VN | IV | APS-b |
| 40. | 279+955 (279+870) | – | N | VN | IV | APS-b-vs |
| 41. | 293+119 (293+028) | – | N | VN | IV | APS-b |
| 42. | 303+106 (303+013) | – | N | VN | IV | APS-b |
| 43. | 307+920 (307+826) | – | N | VN | IV | APS-b |
| 44. | 312+779 (312+685) | – | N | VN | III | APS-b |
| 45. | 321+387 (321+292) | – | N | VN | IV | APS-b |
| 46. | 324+519 (324+426) | – | N | VN | IV | APS-b |
| 47. | 325+698 (325+605) | – | N | VN | IV | APS-b |
| 48. | 329+937 (329+844) | – | N | VN | IV | APS-b |
| 49. | 335+403 (335+310) | – | N | VN | III | APS-b-vs |
| 50. | 339+227 (339+136) | – | N | VN | IV | APS-b |
| 51. | 340+449 (340+356) | – | N | VN | IV | APS-b |
| 52. | 345+441 (345+349) | – | N | VN | IV | APS-b |
| 53. | 347+579 (347+489) | – | N | VN | IV | APS-b |
| 54. | 349+515 (349+425) | – | N | VN | IV | APS-b |
| 55. | 351+780 (351+691) | – | N | VN | III | APS-b |
| 56. | 356+311 (356+215) | – | N | VN | II | APS-b-vs |
| 57. | 360+384 (360+297) | – | N | VN | IV | APS-b |
| 58. | 363+535 (363+447) | – | N | VN | IV | APS-b |
| 59. | 366+498 (366+410) | – | N | VN | IV | APS-b |
| 60. | 369+647 (369+559) | – | N | VN | IV | APS-b |
| **Klaipėda–Pagėgiai** | | | | | | |
| 1. | 3+060 (3+059) | – | N | VN | I | APS |
| 2. | 6+035 | Lifted | N | VN | I | APS-au-vs-pp |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 3. | 8+282 (8+280) | – | N | VN | I | APS-b-vs |
| 4. | 12+266 (12+263) | – | N | VN | IV | APS |
| 5. | 15+191 (15+187) | – | N | VN | IV | APS |
| 6. | 18+712 (18+706) | – | N | VN | IV | APS |
| 7. | 22+579 (22+570) | – | N | VN | IV | APS-b |
| 8. | 23+935 (23+926) | – | N | VN | IV | APS |
| 9. | 26+092 (26+082) | – | N | VN | IV | APS-b |
| 10. | 29+558 (29+545) | Lifted | N | VN | IV | APS-au-vs |
| 11. | 30+651 (30+638) | – | N | VN | IV | APS-b |
| 12. | 31+842 (31+828) | – | N | VN | IV | – |
| 13. | 34+932 (34+917) | – | N | VN | IV | APS |
| 14. | 36+714 (36+700) | – | N | VN | IV | APS |
| 15. | 42+028 (42+012) | – | N | VN | IV | APS |
| 16. | 44+317 (44+297) | – | N | VN | IV | APS |
| 17. | 45+976 (45+958) | – | N | VN | IV | – |
| 18. | 47+173 (47+154) | – | N | VN | IV | APS-b |
| 19. | 49+243 (49+224) | – | N | VN | III | APS-b |
| 20. | 50+148 (50+128) | – | N | VN | III | APS-b |
| 21. | 53+264 (53+247) | – | N | VN | IV | APS-b |
| 22. | 59+448 (59+427) | – | N | VN | IV | APS |
| 23. | 64+612 (64+590) | – | N | VN | IV | – |
| 24. | 66+564 (66+542) | – | N | VN | IV | APS |
| 25. | 70+088 (70+066) | – | N | VN | IV | APS |
| 26. | 72+864 (72+841) | – | N | VN | IV | APS-b |
| 27. | 74+631 (74+610) | – | N | VN | IV | APS-b |
| 28. | 76+787 (76+764) | – | N | VN | IV | APS-b |
| 29. | 78+158 (78+135) | – | N | VN | IV | APS |
| 30. | 80+699 (80+677) | – | N | VN | IV | APS |
| 31. | 83+296 (83+274) | – | N | VN | IV | – |
| 32. | 85+421/ 141+998 (85+398/ 141+956) | – | N | VN | IV | APS-vs |
| **Radviliškis–Pagėgiai–State border** | | | | | | |
| 1. | 10+951 (10+947) | – | N | VN | IV | APS |
| 2. | 12+772 (12+768) | – | N | VN | IV | APS-b |
| 3. | 16+861 | – | N | VN | IV | APS-b |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| | (16+855) | | | | | |
| 4. | 20+847 (20+841) | – | N | VN | IV | APS-b |
| 5. | 25+741 (25+735) | – | N | VN | IV | APS |
| 6. | 27+961 (27+953) | – | N | VN | IV | APS |
| 7. | 37+171 (37+159) | – | N | VN | IV | APS-b |
| 8. | 39+927 (39+914) | – | N | VN | III | APS-vs |
| 9. | 46+503 (46+489) | – | N | VN | IV | APS |
| 10. | 49+182 (49+162) | – | N | VN | IV | – |
| 11. | 56+873 (56+853) | – | N | VN | IV | APS |
| 12. | 59+997 (59+975) | – | N | VN | IV | APS |
| 13. | 62+761 (62+737) | – | N | VN | IV | APS |
| 14. | 68+927 (68+906) | – | N | VN | IV | APS |
| 15. | 74+533 (74+510) | – | N | VN | IV | APS-b |
| 16. | 78+758 (78+734) | – | N | VN | IV | APS |
| 17. | 83+677 (83+652) | – | N | VN | IV | APS-b |
| 18. | 89+396 (89+370) | – | N | VN | IV | APS |
| 19. | 91+985 (91+957) | – | N | VN | IV | APS |
| 20. | 93+242 (93+215) | – | N | VN | IV | APS |
| 21. | 94+736 (94+708) | – | N | VN | IV | APS |
| 22. | 111+083 (111+047) | – | N | VN | III | APS-vs |
| 23. | 122+113 (122+076) | – | N | VN | IV | APS-b |
| 24. | 124+193 (124+154) | – | N | VN | IV | APS-b |
| 25. | 131+378 (131+337) | – | N | VN | IV | APS-b |
| 26. | 136+823 (136+782) | – | N | VN | IV | APS |
| 27. | 140+491 (140+449) | – | N | VN | IV | APS |
| 28. | Pagėgių st. aplinkkelis | – | N | VN | IV | APS-vs |
| 29. | 141+341 (141+299) | – | N | VN | IV | APS-vs |
| **Radviliškis–Rokiškis– State border** | | | | | | |
| 1. | 7+323 (7+319) | – | N | VN | IV | APS-b |
| 2. | 16+923 (16+919) | – | N | VN | IV | APS-vs |
| 3. | 20+591 (20+588) | – | N | VN | IV | – |
| 4. | 26+160 (26+152) | – | N | VN | IV | APS |
| 5. | 30+690 (30+681) | – | N | VN | IV | APS-b |
| 6. | 32+366 (32+356) | – | N | VN | IV | APS-b |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 7. | 38+281 (38+267) | – | N | VN | IV | APS |
| 8. | 40+237 (40+221) | – | N | VN | IV | APS |
| 9. | 42+736 (42+719) | Lifted | N | VN | II | APS-au-vs-pp |
| 10. | 46+010 (45+991) | – | N | VN | IV | APS-b |
| 11. | 52+530 (52+509) | Lifted | S | VN | II | EU |
| 12. | 55+001 (54+978) | Lifted | S | VN | II | EU |
| 13. | 56+249 (56+226) | Lifted | S | VN | IV | APS-au |
| 14. | 56+270 (56+245) | Lifted | S | VN | II | APS-au |
| 15. | 61+244 (61+216) | – | N | VN | IV | APS |
| 16. | 73+172 (73+139) | – | N | VN | IV | APS |
| 17. | 77+432 (77+397) | – | N | VN | IV | – |
| 18. | 79+133 (79+100) | Lifted | S (GSB) | VN | IV | EU-vs |
| 19. | 88+596 (88+559) | – | N | VN | IV | APS-b |
| 20. | 93+227 (93+185) | – | N | VN | IV | APS-b |
| 21. | 99+719 (99+674) | – | N | VN | IV | APS |
| 22. | 104+637 (104+590) | – | N | VN | IV | APS |
| 23. | 110+947 (110+896) | – | N | VN | IV | APS-b |
| 24. | 119+591 (119+537) | – | N | VN | IV | APS |
| 25. | 121+912 (121+855) | – | N | VN | IV | APS |
| 26. | 125+259 (125+201) | – | N | VN | IV | APS-b |
| 27. | 129+632 (129+572) | – | N | VN | IV | APS-b |
| 28. | 131+016 (130+955) | – | N | VN | IV | APS |
| 29. | 141+702 (141+636) | – | N | VN | IV | APS |
| 30. | 146+930 (146+862) | – | N | VN | IV | APS |
| 31. | 150+400 (150+331) | – | N | VN | IV | APS |
| 32. | 151+505 (151+436) | – | N | VN | IV | APS |
| 33. | 153+365 (153+295) | – | N | VN | III | APS-b |
| 34. | 156+113 (156+042) | – | N | VN | IV | APS-b |
| 35. | 158+586 (158+514) | – | N | VN | IV | APS |
| 36. | 165+872 (165+797) | – | N | VN | IV | APS-b |
| **Kužiai–Mažeikiai–Bugeniai** | | | | | | |
| 1. | 1+199 / kryptyje Vilnius–Klaipėda 227+923 (227+853) | – | N | VN | IV | APS-b |
| 2. | 6+373 (6+372) | – | N | VN | IV | APS |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 3. | 10+066 (10+063) | – | N | VN | IV | APS |
| 4. | 14+951 (14+946) | – | N | VN | IV | APS |
| 5. | 23+281 (23+266) | – | N | VN | IV | APS |
| 6. | 25+641 (25+628) | – | N | VN | IV | APS |
| 7. | 29+361 (29+347) | – | N | VN | III | APS |
| 8. | 35+175 (35+164) | – | N | VN | IV | APS |
| 9. | 42+195 (42+177) | – | N | VN | IV | APS-vs |
| 10. | 45+323 (45+303) | – | N | VN | IV | APS |
| 11. | 50+366 (50+345) | – | N | VN | IV | APS |
| 12. | 54+926 (54+902) | – | N | VN | IV | APS |
| 13. | 60+700 (60+674) | Lowered | N | NVN | IV | – |
| 14. | 62+557 (62+535) | Lifted | N | VN | II | APS-au-vs |
| 15. | 74+882 (74+848) | – | N | VN | IV | APS |
| 16. | 75+866 (75+832) | – | N | VN | IV | APS |
| **Bugeniai– State border** | | | | | | |
| 1. | 1+509 (1+508) | – | N | VN | IV | APS |
| 2. | 1+933 (1+931) | – | N | VN | IV | APS |
| 3. | 10+551 (10+544) | – | N | VN | IV | – |
| **Mažeikiai– State border (Rengė direction)** | | | | | | |
| 1. | 0+676 | – | N | VN | II | APS |
| 2. | 3+869 | – | N | VN | IV | APS |
| 3. | 9+792 | – | N | VN | IV | APS |
| 4. | 15+541 | – | N | VN | IV | APS |
| 5. | 17+917 | – | N | VN | IV | APS |
| **Akmenė–Alkiškiai** | | | | | | |
| 1. | 9+083 (9+079) | – | N | VN | IV | – |
| **Radviliškis–Pakruojis–Petrašiūnai** | | | | | | |
| 1. | 3+790 (3+787) | – | N | VN | IV | APS-b |
| 2. | 9+629 (9+625) | – | N | VN | IV | APS |
| 3. | 10+968 (10+964) | – | N | VN | IV | APS |
| 4. | 16+507 (16+503) | – | N | VN | IV | APS |
| 5. | 20+013 (20+009) | – | N | VN | IV | APS-b |
| 6. | 23+056 (23+052) | – | N | VN | IV | APS |
| 7. | 25+509 (25+505) | – | N | VN | IV | APS-b |
| 8. | 31+045 (31+041) | – | N | VN | IV | – |
| 9. | 37+753 (37+749) | – | N | VN | IV | – |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 10. | 39+099 (39+095) | – | N | VN | IV | – |
| 11. | 42+086 (42+082) | – | N | VN | IV | – |
| **Šiauliai–Joniškis– State border** | | | | | | |
| 1. | 3+840 (3+839) | Lifted | N | VN | II | APS-au-vsa |
| 2. | 5+040 (5+039) | Lifted | N | VN | II | APS-au-vs-pp |
| 3. | 5+597 (5+595) | – | N | VN | II | APS-vs |
| 4. | 8+800 | – | N | VN | II | APS-b |
| 5. | 15+477 (15+470) | – | N | VN | III | APS-b |
| 6. | 19+517 (19+508) | – | N | VN | IV | APS |
| 7. | 22+516 (22+506) | – | N | VN | IV | APS |
| 8. | 23+347 (23+336) | – | N | VN | IV | APS |
| 9. | 25+456 (25+443) | – | N | VN | IV | APS-b |
| 10. | 27+411 (27+397) | – | N | VN | IV | APS-b |
| 11. | 33+950 (33+933) | – | N | VN | IV | APS-b |
| 12. | 36+658 (36+639) | – | N | VN | IV | APS-b |
| 13. | 38+861 (38+841) | – | N | VN | IV | APS |
| 14. | 41+114 (41+091) | – | N | VN | III | APS-b-pp |
| 15. | 44+696 (44+674) | – | N | VN | III | APS |
| 16. | 45+511 (45+488) | – | N | VN | III | APS |
| 17. | 52+820 (52+793) | – | N | VN | IV | APS |
| 18. | 56+056 (56+029) | – | N | VN | IV | APS |
| **Šilėnai–Jonaitiškiai** | | | | | | |
| 1. | 3+291 | – | N | VN | IV | APS |
| **Kretinga–Skuodas– State border** | | | | | | |
| 1. | 5+289 | Lowered | N | NVN | IV | – |
| 2. | 8+696 | – | N | VN | IV | – |
| 3. | 10+935 | – | N | VN | IV | – |
| 4. | 10+945 | Lowered | N | NVN | IV | – |
| 5. | 14+611 | – | N | VN | III | – |
| 6. | 16+186 | – | N | VN | IV | – |
| 7. | 17+216 | – | N | VN | IV | – |
| 8. | 19+527 | – | N | VN | IV | – |
| 9. | 22+468 | – | N | VN | IV | – |
| 10. | 24+643 | – | N | VN | IV | – |
| 11. | 27+526 | – | N | VN | IV | – |
| 12. | 29+946 | – | N | VN | IV | – |
| 13. | 32+241 | – | N | VN | IV | – |
| 14. | 37+126 | – | N | VN | IV | – |
| 15. | 47+123 | – | N | VN | IV | – |
| 16. | 49+137 | – | N | VN | IV | – |
| 17. | 50+302 | – | N | VN | IV | – |
| **Jonava–Rizgonys** | | | | | | |
| 1. | 3+067 | – | N | VN | IV | – |
| 2. | 4+919 | – | N | VN | IV | – |
| 3. | 6+960 | – | N | VN | IV | – |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 4. | 10+465 | – | N | VN | IV | – |
| 5. | 14+735 | – | N | VN | IV | – |
| **Gaižiūnai–Palemonas** | | | | | | |
| 1. | 2+537 | – | N | VN | IV | APS |
| 2. | 5+555 | – | N | VN | IV | APS-b |
| 3. | 7+350 | – | N | VN | IV | APS-b |
| 4. | 11+073 | – | N | VN | IV | APS |
| 5. | 22+653 | – | N | VN | IV | APS |
| **Palemonas–Jiesia** | | | | | | |
| 1. | 10+721 | Lifted | N | VN | III | APS-au-vs-pp |
| **Kaišiadorys–Kybartai– State border** | | | | | | |
| 1. | 2+016 | – | N | VN | II | APS |
| 2. | 15+835 (15+828) | Lifted | N | VN | II | APS-au-vs |
| 3. | 24+754 (24+741) | Lifted | S (GSB) | VN | I | APS-au-vs |
| 4. | 40+079 (40+059) | Lifted | S | VN | II | APS-au (1 520 mm gauge) PS (1 435 mm gauge) |
| 5. | 40+761 (40+741) | Lifted | S | VN | IV | APS-au (1 520 mm gauge) PS (1 435 mm gauge) |
| 6. | 51+383 (51+358) | – | N | VN | IV | APS-b (1 520 mm gauge) PS (1 435 mm gauge) |
| 7. | 58+374 (58+348) | – | N | VN | IV | APS-b (1 520 mm gauge) PS (1 435 mm gauge) |
| 8. | 59+643 (59+616) | Lifted | N | VN | IV | APS-au-vs (1 435, 1 520 mm gauge) |
| 9. | 61+909 (61+881) | Lifted | N | VN | IV | APS-au-vs (1 435, 1 520 mm gauge) |
| 10. | 66+829 (66+801) | Lifted | N | VN | IV | APS-au-vs (1 435, 1 520 mm gauge) |
| 11. | 72+822 (72+791) | Lifted | N | VN | III | APS-au-vs-pp (1 520 mm gauge) PS (1 435 mm gauge) |
| 12. | 74+142 (74+110) | Lifted | N | VN | II | APS-au-vs (1 520 mm gauge) PS (1 435 mm gauge) |
| 13. | 79+169 (79+135) | – | N | VN | IV | APS-b |
| 14. | 84+282 (84+248) | – | N | VN | III | APS-b |
| 15. | 90+008 (89+972) | – | N | VN | IV | APS-b |
| 16. | 91+550 (91+512) | – | N | VN | II | APS-b |
| 17. | 93+462 (93+424) | – | N | VN | IV | APS-b-vs |
| 18. | 95+624 (95+584) | – | N | VN | IV | APS-b |
| 19. | 97+800 (97+761) | Lifted | N | VN | IV | APS-au-vsa |
| 20. | 101+575 (101+533) | – | N | VN | IV | APS-b |
| 21. | 106+061 (106+017) | – | N | VN | II | APS-b-vs |
| 22. | 110+189 (110+144) | – | N | VN | IV | APS-b |
| 23. | 117+212 (117+165) | – | N | VN | IV | APS-b |
| 24. | 122+056 (122+007) | – | N | VN | IV | APS-b |
| 25. | 123+747 (123+698) | Lifted | N | VN | III | APS-au-vsa |
| **Kazlų Rūda–Šeštokai** | | | | | | |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 1. | 4+262 | – | N | VN | IV | APS |
| 2. | 9+754 | Lifted | S (GSB) | VN | III | EU |
| 3. | 12+149 | – | N | VN | IV | APS-b |
| 4. | 17+892 | Lowered | N | NVN | IV | – |
| 5. | 19+297 | Lowered | N | NVN | IV | – |
| 6. | 20+884 | – | N | VN | III | APS-b |
| 7. | 22+822 | – | N | VN | II | APS-b |
| 8. | 28+401 | Lifted | S | VN | II | APS-au |
| 9. | 30+246 | – | N | VN | IV | APS-b |
| 10. | 32+293 | – | N | VN | IV | APS-b |
| 11. | 34+349 | – | N | VN | IV | APS-b |
| 12. | 36+074 | – | N | VN | IV | APS-b |
| 13. | 39+618 | – | N | VN | II | APS-b (1 520 mm gauge)<br>PS (1 435 mm gauge) |
| 14. | 40+778 | – | N | VN | IV | APS-b (1 520 mm gauge)<br>PS (1 435 mm gauge) |
| 15. | 42+523 | – | N | VN | IV | APS |
| 16. | 48+083 | – | N | VN | IV | APS |
| 17. | 53+664 | – | N | VN | IV | APS |
| 18. | 55+993 | – | N | VN | IV | APS |
| 19. | 56+459 | – | N | VN | IV | – |
| **Šeštokai–Alytus** | | | | | | |
| 1. | 2+617 | – | N | VN | IV | APS |
| 2. | 6+331 | – | N | VN | IV | APS-b |
| 3. | 7+549 | – | N | VN | IV | APS-b |
| 4. | 11+175 | – | N | VN | IV | APS-b |
| 5. | 15+393 | – | N | VN | IV | APS-b |
| 6. | 18+883 | – | N | VN | IV | APS-b |
| 7. | 22+181 | – | N | VN | IV | APS-b |
| 8. | 23+461 | – | N | VN | IV | APS-b |
| 9. | 25+514 | – | N | VN | IV | APS |
| 10. | 26+641 | – | N | VN | IV | APS |
| 11. | 30+626 | – | N | VN | IV | APS |
| 12. | 33+636 | – | N | VN | IV | APS |
| **Šeštokai–Mockava** | | | | | | |
| 1. | 58+126 | – | N | VN | IV | – |
| 2. | 61+031 | – | N | VN | IV | – |
| 3. | 63+134 | – | N | VN | IV | – |
| 4. | 63+496 | – | N | VN | IV | – |
| **Mockava– State border (1 435 mm)** | | | | | | |
| 1. | 65+112 | – | N | VN | IV | APS-b |
| 2. | 65+920 | – | N | VN | IV | APS-b |
| 3. | 68+843 | – | N | VN | IV | APS-b |
| 4. | 69+877 | – | N | VN | IV | APS-b |
| 5. | 71+449 | – | N | VN | IV | APS-b |
| 6. | 72+893 | – | N | VN | IV | APS-b |
| 7. | 75+008 | – | N | VN | IV | APS-b |
| 8. | 76+972 | – | N | VN | IV | APS-b |
| **Vilnius–Kena– State border** | | | | | | |
| 1. | 2+868<br>(2+867) | Lifted | N | VN | II | APS-au*-vsa |
| 2. | 4+634<br>(4+633) | Lifted | N | VN | II | APS-au*-vsa |
| 3. | 11+882<br>(11+879) | Lifted | N | VN | I | APS-au-vs-kla |
| 4. | 21+544<br>(21+537) | Lifted | N | VN | IV | APS-au*-vs |
| 5. | 24+629<br>(24+622) | Lifted | N | VN | III | APS-au*-vs |
| 6. | 30+020<br>(30+009) | – | N | VN | IV | APS-b |
| **Naujoji Vilnia–Turmantas– State border** | | | | | | |
| 1. | 1+649 | – | N | VN | IV | APS |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| | (1+645) | | | | | |
| 2. | 17+465 (17+455) | – | N | VN | IV | APS |
| 3. | 20+310 (20+300) | – | N | VN | III | APS-b |
| 4. | 24+877 (24+865) | – | N | VN | IV | APS |
| 5. | 31+570 (31+556) | – | N | VN | IV | APS |
| 6. | 41+664 (41+647) | – | N | VN | IV | APS |
| 7. | 50+992 (50+973) | – | N | VN | IV | APS-b |
| 8. | 61+049 (61+027) | – | N | VN | IV | APS |
| 9. | 66+922 (66+898) | – | N | VN | IV | APS-b |
| 10. | 69+380 (69+354) | Lifted | S | VN | III | APS-pau |
| 11. | 70+125 (70+099) | – | N | VN | IV | APS-b |
| 12. | 77+484 (77+457) | – | N | VN | IV | APS |
| 13. | 88+058 (88+029) | – | N | VN | IV | APS |
| 14. | 92+396 (92+366) | – | N | VN | IV | APS |
| 15. | 107+903 (107+872) | – | N | VN | IV | APS |
| 16. | 114+625 (114+593) | – | N | VN | IV | APS |
| 17. | 115+281 (115+249) | – | N | VN | IV | APS |
| 18. | 137+758 (137+722) | – | N | VN | IV | APS+MŠ |
| **Švenčionėliai–Utena** | | | | | | |
| 1. | 3+824 (3+826) | – | N | VN | IV | – |
| 2. | 9+035 (9+037) | – | N | VN | IV | – |
| 3. | 9+996 (9+998) | – | N | VN | IV | – |
| 4. | 12+434 (12+436) | – | N | VN | IV | – |
| 5. | 18+808 (18+815) | – | N | VN | IV | – |
| 6. | 22+752 (22+757) | – | N | VN | IV | – |
| 7. | 25+827 (25+833) | – | N | VN | IV | – |
| 8. | 28+560 (28+566) | – | N | VN | IV | – |
| 9. | 33+341 (33+346) | – | N | VN | IV | – |
| 10. | 35+851 (35+858) | – | N | VN | IV | – |
| 11. | 37+195 (37+201) | – | N | VN | IV | – |
| 12. | 40+327 (40+332) | – | N | VN | IV | – |
| 13. | 43+293 (43+299) | – | N | VN | IV | – |
| **Kyviškės–Valčiūnai** | | | | | | |
| 1. | 1+233 | – | N | VN | IV | APS-b |
| 2. | 3+646 | – | N | VN | IV | APS-b |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 3. | 7+206 | Lifted | N | VN | II | APS-au-vsa |
| 4. | 8+936 | – | N | VN | IV | APS-b |
| 5. | 10+209 | – | N | VN | IV | APS-b |
| 6. | 12+716 (controlled pedestrian crossing) | Lifted | N | VN | – | pp-au |
| 7. | 13+481 | – | N | VN | IV | APS-b |
| 8. | 21+545 | – | N | VN | IV | APS |
| **Vilnius–Stasylos– State border** | | | | | | |
| 1. | 8+154 (8+163) | – | N | VN | III | APS-b |
| 2. | 10+845/ 21+848 (10+849/ 21+848) | – | N | VN | II | APS-au*-vs-pp-kla |
| 3. | 12+184 (12+187) | – | N | VN | IV | APS |
| 4. | 17+356 (17+358) | – | N | VN | IV | APS |
| 5. | 22+149 | – | N | VN | IV | APS |
| 6. | 27+549 (27+548) | – | N | VN | III | APS-b |
| 7. | 30+995 (30+993) | – | N | VN | IV | APS-b |
| 8. | 40+546 (40+541) | – | N | VN | IV | APS-b |
| 9. | 42+941 (42+934) | – | N | VN | IV | APS-b |
| 10. | 45+473 (45+466) | – | N | VN | III | APS-b |
| 11. | 48+945 (48+936) | – | N | VN | IV | APS-b |
| **Lentvaris–Marcinkonys** | | | | | | |
| 1. | 1+458 (1+457) | Lifted | S (GSB) | VN | III | APS-pau-vs |
| 2. | 6+014 (6+010) | Lifted | N | VN | III | APS-au-vs |
| 3. | 9+031 (9+030) | – | N | VN | IV | APS-b |
| 4. | 14+499 (14+496) | – | N | VN | IV | APS-b |
| 5. | 20+016 (20+012) | – | N | VN | IV | APS |
| 6. | 28+561 (28+554) | – | N | VN | IV | APS-b |
| 7. | 30+141 (30+134) | – | N | VN | IV | APS-b |
| 8. | 35+020 (35+012) | – | N | VN | IV | APS-b |
| 9. | 40+732 (40+724) | – | N | VN | III | APS-b |
| 10. | 44+803 (44+795) | – | N | VN | IV | APS-b |
| 11. | 49+866 (49+857) | Lifted | S | VN | IV | APS-pau |
| 12. | 59+076 (59+065) | – | N | VN | III | APS+MŠ |
| 13. | 68+654 (68+639) | – | N | VN | IV | APS-b |
| 14. | 72+300 (72+284) | – | N | VN | IV | APS-b |
| 15. | 81+935 | – | N | VN | IV | – |

| N | Level crossing ordinate[1] (Km + m) | Permanent barrier/ manual barrier position | Type of level crossing | | Level crossings category | Level crossing signalling |
|---|---|---|---|---|---|---|
| | | | Guarded / unguarded | Public use / non-public use | | |
| 16. | 86+819 | – | N | VN | IV | – |
| 17. | 91+699 | – | N | VN | IV | – |
| 18. | 94+972 | – | N | VN | IV | – |
| 19. | 97+388 | – | N | VN | IV | – |
| **Senieji Trakai–Trakai** | | | | | | |
| 1. | 1+413 (1+410) | – | N | VN | IV | APS-b |
| **Paneriai–Valčiūnai** (track „G“) | | | | | | |
| 1. | 5+952 | – | N | VN | IV | – |
| **Kaunas tunnel bypass** | | | | | | |
| 1. | 1+170 | – | N | VN | IV | – |
| 2. | 1+744 | – | N | VN | III | – |
| 3. | 2+542 | – | N | VN | IV | – |
| 4. | 2+919 | – | N | VN | IV | – |
| 5. | 3+572 | – | N | VN | III | – |
| 6. | 3+772 | – | N | VN | IV | – |
| 7. | 3+851 | – | N | VN | IV | – |
| 8. | 4+167 | – | N | VN | IV | – |
| 9. | 4+284 | – | N | VN | IV | – |
| 10. | 4+555 | – | N | VN | III | – |
| 11. | 4+987 | Lifted | N | VN | III | APS-au-vs |
| 12. | 5+042 | – | N | VN | IV | – |

**ABBREVIATIONS:**

N – unguarded level crossing;
S – guarded level crossing;
S (GSB) – level crossing guarded by the railway station attendant;
VN – public use level crossing;
NVN – non-public use level crossing;
APS – Automatic level crossing signalling;
APS-b – Automatic level crossing signalling with additional white lights;
APS-au – Automatic level crossing signalling with automatic barriers;
APS-au* – Automatic level crossing signalling with automatic barriers blocking the whole road;
APS-pau – Automatic level crossing signalling with semi-automatic barriers;
APS+MŠ – Automatic level crossing signalling with shunting traffic lights (on sidings);
EU – Electric barriers;
PS – level crossing signalling, activated/deactivated by the railway station attendant or the level crossing attendant;
vs – closed-circuit television (CCTV);
vsa – CCTV with analytics;
pp-au – pedestrian crossing signalling with automatic barriers;
kla - obstacle detection system.

[1] Newly measured (not yet in force) mileage in blue in brackets, based on scale diagrams and/or longitudinal profiles of railway stations.