

Standard Access Contract Banedanmark

between

Banedanmark

Carsten Niebuhrs Gade 43

DK-1577 Copenhagen VØ

DENMARK

CVR registration number: 18 63 22 76

(Hereinafter referred to as "Banedanmark")

and

[Railway Undertaking]

[Street, number]

[Zip code, City]

CVR registration number: xx xx xx xx

(Hereinafter referred to as "Railway Undertaking ")

regarding working relations, mutual rights and obligations etc. in relation to access of allocated paths to the Railway Undertaking (hereinafter referred to as "the contract").

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The contract consists of the following:

- I. Standard access contract
- II. Appendices to the standard access contract
- III. Any appendices to the standard access contract on specific conditions for the Railway Undertaking
- IV. Any sub-appendices to the appendix on specific conditions for the Railway Undertaking, if any.

Definitions

Optional path: A pre-planned path that can only be guaranteed for use by the Railway Undertaking once a final application has been submitted by the Railway Undertaking within a specified date. The optional path may become void if another application is submitted regarding the same path, which in terms of transport work exceeds the optional path. The Executive order on allocation of railway infrastructure capacity (paths) etc., section 20, contains a formular for calculation of transport works.

When planning capacity restrictions, Banedanmark is not obliged to take into account optional paths, to the extent an already allocated capacity will be disadvantaged when planning work on the infrastructure.

Infrastructure data: Data which is necessary in order for the Railway Undertaking to prepare a preferred access timetable to be applied by Banedanmark when performing capacity planning.

Interval track possession: Temporary possession of tracks in the time between the passing of two trains. The track possession does not affect the validity of the timetable, nor does it substantiate a correction of the timetable. The objective of the interval track possession is to ensure access to the track for a short period of time with minimal planning prior to the track possession.

Train path: The infrastructure capacity of the railway network defined in time and geography by a sequence of arrival and departure times for the train between the departure station, the intermediate stations, and necessary for a train being able to run from one point to another for a given period.

Capacity: Infrastructure such as paths, stations, service and preparation facilities, stabling tracks etc.

Capacity restrictions: Condition of an around the infrastructure which can affect the traffic operations of the Railway Undertaking and/or can reduce the capacity available.

Timetable: Composition of paths that Banedanmark produces for a given period.

LA letter: An overview of all capacity restrictions with effect on the capacity in relation to the service timetable.

Rolling stock data: Data necessary to be included in Banedanmark's timetable data base, with regard to i.a. calculation of running time.

Production data: Data necessary in order to calculate work schedules for the stations.

Regularity statement: Statement on train movements calculated using methods stated in the valid Executive order on infrastructure charges etc. for the rail network.

Maintenance running: Running in tracks and point switches not used for transport during normal operations to ensure that the track circuits remain working and useable.

§ 1 Basis and purpose

This contract is governed in accordance with the applicable Danish laws and EU law.

This contract stipulates co-operation, mutual rights and obligations, conditions for the use of infrastructure and requirements on insurance under the applicable executive order on the allocation of railway infrastructure capacity (train paths) etc.

§ 2 Minimum access package

Banedanmark provides a minimum access package to the Railway Undertaking as stipulated in EU and Council Directive 2012/34.

Rights and duties associated with the minimum access package are stipulated in section 2.1 – 2.8 of the contract.

2.1 Capacity allocation

Capacity is allocated to the Railway Undertaking to carry out train operations. The allocation is granted annually on the basis of a specific application from the Railway Undertaking. Banedanmark provides a written confirmation on the awarded capacity allocation. Additional capacity for occasional transport may also be allocated. The allocation principles are set forth in the applicable executive order on allocation of railway infrastructure capacity (paths) etc. Deadlines for application and allocation of capacity are provided on Banedanmark's website.

As part of the capacity allocation process the parties must exchange data. Banedanmark continually makes infrastructure data available for the Railway Undertaking. The Railway Undertaking submits rolling stock data and production data to Banedanmark.

To preserve the right to allocated paths, the Railway Undertaking must utilize these. If the Railway Undertaking partly or totally ceases to utilize allocated paths, the Railway Undertaking is obliged to inform Banedanmark immediately and without any undue delay.

If the Railway Undertaking does not wish to utilize the allocated path, the path must be cancelled. Such cancellation is subject to a charge. The determination of such charge is governed by the valid Executive order on infrastructure charges etc. for the State's rail network.

On the second day of every month, Banedanmark quantifies the utilized capacity compared to the volume of allocated capacity. In order to ensure optimal utilization of the capacity, Banedanmark may revoke one or more paths, if less than 75 % is used within at least a month of the allocated capacity.

Banedanmark's right to revoke does not apply if the decreased utilization of the capacity is due to circumstances outside the influence of the Railway Undertaking.

In case of congested infrastructure, the Danish Traffic, Building and Housing Agency will, according to the valid Executive order on allocation of railway infrastructure capacity (paths) etc., determine the threshold for when Banedanmark may revoke utilization of one or more paths.

Passenger and freight traffic not carried out as a public service obligation is subject to valid Executive order on allocation of railway infrastructure capacity (paths) etc. stating that the Railway Undertaking reserves the right to 90 % of the paths from previous capacity allocated on all tracks from one allocation period to the next, if an application is submitted. Optional paths may be revoked by Banedanmark on prior agreement between the Railway Undertaking and Banedanmark. Banedanmark reserves the right to revoke a given path without prior agreement with the Railway Undertaking, if an appropriate application is not submitted to Banedanmark for the relevant path at least five days before the actual operation of the path.

In connection with specific sales projects/research studies, an agreed timetable can be determined for up to thirty days.

2.2 Timetable

Banedanmark will provide a timetable that will consist partly of a service timetable and partly of on-going notifications. The service timetable is announced annually after the allocation period has expired and may be updated during the allocation period.

The train numbers will appear from the final capacity allocation. The number series for occasional transfers can be obtained from Banedanmark.

The service timetable(s) will be sent to the Railway Undertaking electronically.

2.3 Traffic operations

Traffic operations on the main line during irregularities with or without reduced capacity

Banedanmark has a coordinating role and final decision-making power with regard to resolving traffic irregularities with or without decreased capacity. Traffic operations are established based on "*Principles for operation*" published annually by Banedanmark prior to the beginning of the timetable period.

The drafting of the "*Principles for operation*" is carried out in close collaboration between Banedanmark and the Railway Undertakings and follow the procedure for capacity allocation according to applicable law on allocation of railway infrastructure capacity (paths) etc. The "*Principles for operation*" are subject to continuous revision during the timetable period and the Railway Undertaking is obliged to participate in its drafting and implementation.

The "*Principles for operation*" do not overrule the obligations of Banedanmark to give notice on infrastructure work under section 7 of the contract.

Banedanmark and the Railway Undertaking are bound by the "*Principles for operation*". However, Banedanmark reserves the right to make other allocations where deemed necessary. The Railway Undertaking will ensure that staff and rolling stock plans support the general allocation plans.

The use of the "*Principles for operation*" may be initiated by Banedanmark or by the Railway Undertaking for Railway Undertaking's own trains.

The "*Principles for operation*" include appendices with recommendations on maintenance running. Banedanmark ensures that all Railway Undertakings participate equally in the maintenance running.

Traffic operations on the S-line during irregularities

The parties are under obligation to participate in preparing and implementing the restoration agenda (which includes layout of allocation principles and allocation plans) and emergency timetables. The emergency timetables are registered in the applicable service timetable for S-trains.

The parties are bound by the restoration agenda and/or emergency timetables if irregularities occur. However, Banedanmark reserves the right to carry out other allocations where deemed necessary.

Banedanmark's allocation authorities

According to the applicable executive order on allocation of railway infrastructure capacity (paths) etc., Banedanmark can, in connection with traffic disturbances, demand the Railway Undertaking to make drivers and rolling stock available for removal of equipment belonging to other parties or other forms of clearance. The Railway Undertaking will be remunerated by those who are responsible for the obstruction of the traffic.

Emergency Services Banedanmark

Banedanmark's Operations Centre can request tool car standby for incidents overall on the infrastructure in the cases where the Railway Undertaking's rolling stock impedes traffic operations, or in other situations, where the involvement of Emergency Services Banedanmark is deemed necessary.

The Railway Undertaking will pay such expenses according to section 9 of this contract. Procedure for acquiring Emergency Services Banedanmark as well as mutual rights and obligations can be found in appendix 6.

2.4 Traffic information

According to the valid Executive order on Banedanmark's tasks and authorities, Banedanmark delivers traffic information to passengers at stations of long-distance lines and regional lines, where the Railway Undertaking has been allocated capacity.

The delivery of Banedanmark's traffic information is subject to Banedanmark's access to the necessary data on Railway Undertaking's traffic operations.

The traffic information is submitted on Banedanmark's visual and auditory media at stations of long-distance lines and regional lines as well as by mit-tog.dk (my train) on web and app (MitTog).

In addition, Banedanmark will update Rejseplanen (the journey planner) with information about the actual arrival and departure times of the trains, track usage, stopping patterns, cancellations, and special trains for the long-distance lines.

The parties shall exchange data and information to follow up on the service provided and the perceived quality of traffic information.

Responsibility sharing related to the traffic information task is described in Appendix 5 under the title "*Traffic Information*".

This provision only applies where the Railway Undertaking performs passenger transport. If the Railway Undertaking acts as an operator for an Applicant, the obligation to deliver traffic information lies with the Applicant. The Railway Undertaking can, upon a mutual agreement between the Applicant and the Railway Undertaking, assume the obligation on behalf of the Applicant.

2.5 Information on traffic flow – the regularity package

Banedanmark makes the regularity package of the Railway Undertaking available to the Railway Undertaking every fourth working day of the month. The statements are in compliance with definitions as stated in the valid Executive order on infrastructure charges etc. for rail network. The regularity package consists of:

- Regularity data
- Status on the performance scheme is calculated according to the above-mentioned Executive order).

The preconditions for the Railways Undertaking to obtain access to the regularity package are based the Railway Undertaking being established as a user of Banedanmark's system:

Moreover, the regularity data is based on the process stated below being complied with:

Operational reports must be prepared as stipulated in the applicable RDS guidelines. Details regarding collaboration and deadlines for regularity follow-up are described in the guidelines.

The Railway Undertaking may, through an independent entity, such as an engineering consultancy, which is appointed and approved by both parties, conduct an assessment (auditing) of the procedure employed by Banedanmark in calculating the regularity. This is to ensure that the regularity package is prepared correctly. The Railway Undertaking covers the cost of such assessment.

2.6 Use of power supply equipment

The Railway Undertaking ensures that the pantographs always comply with applicable standards in order for the interacting pantograph/traction lines to minimize abrasion and operational disruptions.

Banedanmark ensures that the traction current system complies with the technical specifications for the system while ensuring the necessary maintenance of the system.

A collaboration forum has been established regarding the interaction between pantograph and traction line. If using electrical rolling stock, the Railway Undertaking is obliged to attend the collaboration forum by participation of a qualified person.

The Railway Undertaking ensures that the system is operated in accordance with applicable guidelines, especially regarding passage of neutral sections, thus minimizing abrasion and operational disruptions. This implies the traction being switched off when passing neutral sections.

2.7 Banedanmark's rules and instructions

Banedanmark's rules and instructions are made available to the Railway Undertaking. The Railway Undertaking must supplement these with the Railway Undertakings own rules and instructions, before the necessary conditions for the Railways operations are complied with. Banedanmark's rules and instructions will be made available in electronic format on Banedanmark's website.

The parties are obliged to comply with these rules and instructions.

2.8 Data exchange

Railway operations are becoming even more digitalised. The need for exchange of data will moreover increase in line with the implementation of a new signalling system on Banedanmark's infrastructure. In order to obtain mutual benefits from the ongoing digitalisation of Banedanmark's infrastructure information and data must be exchanged between the Railway Undertakings and Banedanmark. For the years to come Banedanmark expects to increase the requirements regarding the data which the Railway Undertakings must deliver to Banedanmark. Requirements for data will be specified in appendix 3 and sub-appendices of this (3A and 3B, etc.)

If the parties for other reasons need to enter into an agreement on data exchange, the mutual rights and obligations are also determined in appendix 3 and sub-appendices to this.

§ 3 Tack access to service facilities and delivery of services

3.1 Allocation

Banedanmark allocates capacity to service facilities as defined in the European Parliament and Council Directive 2012/34/EU to the extent that these facilities are located on or adjacent to Banedanmark's infrastructure. The allocation of the capacity follows the provisions of section 2, 2.1.

All kinds of shunting on the infrastructure managed by Banedanmark must be agreed with Banedanmark. This does not apply to shunting activities on intermodal terminals managed by another operator.

3.2 Maintenance, cleaning, and de-icing/snow removal on Banedanmark's stations and areas

Banedanmark has the superior responsibility for cleaning, maintenance, area care, and de-icing/snow removal at Banedanmark's stations and areas. Banedanmark can enter into agreements with third parties on performance of the tasks. Banedanmark has entered into an agreement with DSB who partly performs, partly puts out to tender and inspects the tasks concerned according to an agreement on a number of operational tasks at stations. De-icing and snow removal is carried out according to 'winter measures' issued by Banedanmark. All cleaning, land care and maintenance are carried out in compliance with the valid norms and agreements, including the Working Environment Act.

The Railway Undertaking agrees, to the extent possible, to help limit the amount of waste on platforms and other Banedanmark areas as well as in the track.

In appendix 4 the the needed form of co-operation between the parties with regard to the above-mentioned issues is stated.

§ 4 Additional services

Railway Undertaking as defined in European Parliament and Council Directive 2012/34/EU.

4.1 Traction current

At the request of the Railway Undertaking, Banedanmark supplies energy to operate the electric traction units according to the applicable executive order on Banedanmark's supply of traction current. The Railway Undertaking has the right to purchase power from another supplier through Banedanmark's distribution network, if the Railway Undertakings consumption can be specified with regard to time and geography.

The long-distance lines are equipped with 25 kV 50 Hz and the S-line is supplied with 1650 V DC.

The Railway Undertaking must have an independent traction contract for the operation of electric traction units.

4.2 Preheating of train sets, trains and locomotives, as well as other electricity via external power supply

On agreement with the Railway Undertaking, Banedanmark provides electricity to trains via facilities owned by Banedanmark.

Banedanmark operates with three system voltages for this purpose: 1,500 V and 1,000 V (both single-phase) and 400 V three-phase.

Payment is made according to section 9 of the contract.

4.3 Water for preparation of trains

On agreement, Banedanmark provides water for preparation of trains.

Payment is made according to section 9 of the contract.

4.4 Permit for exceptional transport

If the Railway Undertaking wishes to carry out transport that does not meet the applicable standards, the Railway Undertaking must apply for a permit for exceptional transport. If the transport is feasible, Banedanmark issues a permit. Details relating to exceptional transport and issuing of permits are found in the UT instructions, published by Banedanmark and available on Banedanmark's website.

Payment is made according to section 9 of the contract.

§ 5 Ancillary services

Mutual rights and obligations related to ancillary services are defined in the European Parliament and Council Directive 2012/34/EU.

5.1 Delivery of additional information including data, reports, and analyses

Upon request, Banedanmark can deliver data, reports, or analyses regarding the Railway Undertaking's traffic operations.

Payment is made according to section 9 of the contract.

§ 6 Safety and permits

6.1 Permit and safety certificate.

It is the responsibility of the Railway Undertaking to possess a valid permit to perform train operations and a safety certificate issued by the European Union Agency for Railways (ERA) or the Danish Civil Aviation and Railway Authority.

Banedanmark warrants that it has the required permission and safety approval as Infrastructure Manager.

6.2 Accidents and antecedents to accidents

In case of accidents and antecedents to accidents as defined in the valid Executive order on reporting data for analyses in the railway sector concerning accidents and antecedents to accidents to the Danish Civil Aviation and Railway Authority, the stipulations in Banedanmark's traffic regulations, including Safety Regulations (SR), Operational Rules for Long-distance lines (ORF), Operational Rules for S-trains (ORS), etc. shall apply. The Railway Undertaking and Banedanmark are obliged to co-operate and exchange data when examining accidents and antecedents to accidents.

6.3 Reporting of information on goods

Prior to arrival from another infrastructure, dispatch or placing of goods on Banedanmark's infrastructure and/or areas the Railway Undertaking must provide Banedanmark with all necessary information in a format approved by Banedanmark, thus complying with RID 1.4.3.6 and the valid Executive order on risks, Safety Regulations (SR), Operational Rules for S-trains (ORS), Operational Rules for Long-distance lines (ORF) and Safety Instructions (SIN).

The report must include all wagons with or without dangerous goods, including, when applicable, future planned parking of wagons.

This duty of reporting toward Banedanmark does not apply, if the placing of the dangerous goods takes place on intermodal terminal areas administered by another terminal operator by agreement with Banedanmark.

§ 7 Capacity restrictions

Banedanmark will in the coming years construct new infrastructure and necessary upgrades while simultaneously supporting the traffic operations on the existing infrastructure.

It is in the joint interest of the railway sector that the planning of capacity restrictions is made as early as possible. As the national Infrastructure Manager, it is Banedanmark's ambition to expedite all initiatives facilitating timely planning. Taking into account passengers and freight customers, the Railway Undertakings have a similar ambition.

Overall, it is the joint responsibility of the railway sector which can only be complied with, if the planning of the necessary capacity restrictions in connection with infrastructure works are arranged in co-operation. This puts great demands on planning and mutual dialogue across the sector.

7.1 Notification periods and procedures

Banedanmark's planning, coordination, and publication of capacity restrictions to be applied in connection with projects and other infrastructure works is performed in compliance with the provisions in the Commission Delegated Decision (EU) 2017/20175 of 4 September 2017 replacing the Annex VII to Directive 2012/34/EU of the European Parliament and of the Council on establishing a common European railway area as well as Executive order no. 1245 of 10/11/2015 on allocation of railway infrastructure capacity (paths) etc. with later changes. Moreover, the work on capacity restrictions complies with principles of a robust planning process and a timetable, which takes into account capacity and regularity.

Banedanmark gives notice of capacity restrictions to the Railway Undertaking in the Network Statement and the LA letter. Reference is made to the Network Statement, section 4.3.2., for a survey of applicable deadlines for giving notice of capacity restrictions and to appendix 3.5.A and appendix 3.5.B for a survey of the capacity restrictions during the timetable year covered by the Network Statement and the subsequent timetable year.

Final notifications of capacity restrictions will currently appear from the LA letter issued on a weekly basis. The notification periods appear from appendix 7.

Banedanmark invites on an ongoing basis the Railway Undertaking to participate in meetings with regard to a co-operation between the parties. Capacity restrictions and timetables form part of the purpose of these meetings. The meetings i.a. comprise directors' meetings, co-operation meetings, operational meetings, timetable study meetings, dialogue meetings and freight panel meetings.

Banedanmark settles the capacity based on the possible number of paths within the framework of a given capacity restriction. Thereupon, a timetable is agreed by the parties, taking into account the rules of consultation, priority and allocation.

In case of disturbances of train operations due to technical faults or accidents, etc. Banedanmark takes all measures necessary in order to normalise the situation. In emergency situations and in connection with breakdowns, which make it impossible to apply the infrastructure Banedanmark can close allocated paths for the period during which the damage is repaired. In this regard reference is made to Executive order on allocation of railway infrastructure capacity (paths), section 24 and section 25.

Any notifications or changes to submitted notifications, if any, issued after receipt of a LA letter containing a settlement of the traffic consequences, must be planned in dialogue between the parties.

When a track possession is given notice of in due time to the Railway Undertaking according to valid notification rules, the Railway Undertaking does not have access to the paths affected by the track possession during the scheduled duration of the work, even though the paths have been allocated to the Railway Undertaking in connection with the path allocation for the timetable period concerned.

Banedanmark will generally be accommodating towards potential requests from the Railway Undertaking that lead to implementation of capacity restrictions within the current timetable. The planning will be made in close co-operation between the Railway Undertaking and Banedanmark, taking into account the impact on traffic operations.

Banedanmark is obliged to notify such capacity restrictions requested by the Railway Undertaking to other Railway Undertakings affected by such capacity restrictions. The notification is made according to the notification time agreed with these Railway Undertakings. A separate agreement is made for each individual infrastructure work.

The parties can make a mutual agreement on a process for the current correction, which does not form part of the process, regulated in the Access Contract.

It is the responsibility of Banedanmark to give notice of capacity restrictions prompted by a third party (such as municipalities and the Road Directorate).

§ 8 Environment

8.1. Environmental standards

The parties guarantee that existing environmental legislation is always respected, and each party is responsible for pollution or environmental damage that can be related to the undertaking involved.

8.2 Oil spillage

In case of just emerged spillage of oil or other chemicals caused by the Railway Undertaking in areas of Banedanmark the Railway Undertaking must immediately, and without undue delay, inform the nearest control office. Thereupon the nearest control office involves Banedanmark's environmental section.

The railway Undertaking must by a special form for handling spillage of oil and chemicals on Banedanmark's website inform where the spillage took place and about the extent concerned. Upon detection of the spillage the Railway Undertaking must partly stop the spillage, partly initiate clean-up of the oil. It is agreed between the local council concerned, Banedanmark and

the Railway Undertaking which investigations and remedial actions will be necessary and feasible. Such investigations and remedial actions must be paid by the Railway Undertaking.

8.3 Noise

The parties must attempt to minimize noise. Environmental legislation employs two different definitions of noise caused by railway operations: noise from passing trains (line noise) and noise from other activities (terminal noise). These definitions are defined in guideline no. 1/1997 "Noise and vibrations from railways" and supplement to guideline no. 1/1997 "Noise and vibrations from railways" – Environmental Protection Agency - July 2007.

In addition, noise limits for stationary places of work and general noise in connection with idling, etc. are defined in Instruction no. 5/1984: External noise from undertakings.

Noise from temporary building and construction activities is comprised by the Executive order no. 844 of 23 June 2017 on Environmental activities. Typically, the municipalities follow up on this Executive order by individual provisions.

The environmental legislation does not contain limit values for line noise from existing railways. Running to and from stabling tracks (to and from operations) and reversing tracks is covered by the regulations for line noise.

Noise caused by trains in stabling tracks, including idling trains, can be covered by the rules regarding noise from companies and can be regulated by the local councils.

Terminal noise, noise from projects and maintenance works as well as other noise from Railway Undertakings are comprised by the rules on noise from undertakings – both stationary places of work and temporary building and construction projects - and can be regulated by the municipality.

The parties are obliged to mutually involve each other in any contact with relevant authorities, if such contact may lead to any one of the parties or both parties being subject to an enforcement notice according to the Environmental Protection Act and this provision.

The Railway Undertaking must, to the extent possible and reasonable, be prepared to contribute to Banedanmark being able to comply with the concrete instructions and warnings issued by the relevant authorities concerning noise reduction related to terminal noise, to the extent the noise is caused by the Railway Undertaking.

§ 9 Charges

9.1 Infrastructure charges

In order for the Railway Undertaking to use the railway infrastructure, excluding the S-train lines, the Railway Undertaking is obliged to pay infrastructure charges to Banedanmark, in accordance with the valid Executive order, regarding payment for use of the State railway and regarding environmental subsidies for freight transportation on the rail network, as well as the valid Executive order on infrastructure charges etc. for the rail network.

Banedanmark sends an invoice for infrastructure charges before the 20th of each month.

Prior to issuing the invoice for infrastructure charges, Banedanmark makes documentation available online to each individual Railway Undertaking. This online documentation states the infrastructure charges to be paid by the Railway Undertaking. The documentation is made available for each individual Railway Undertaking monthly and comprises a specification of the individual settlements.

The purpose of making the documentation stating the infrastructure charges to be paid available to each individual Railway Undertaking is to make it possible for each individual Railway Undertaking to review the settlements before the invoice being issued. In case the Railway Undertaking has comments on the documentation stating the infrastructure charges to be paid, the Railway Undertaking should inform Banedanmark of such comments within 2 days upon having had access to the online documentation stating the infrastructure charges to be paid. This is a prerequisite to enable Banedanmark to take into account the comments forwarded by the Railway Undertaking and to enable Banedanmark to issue the invoice before the 20th of each month.

9.2 Emergency Services Banedanmark

Charges for emergency services appear from the valid Executive order on charges for Banedanmark's emergency services, training, education as well as third party projects.

9.3 Additional services

Traction current

Electricity for traction current is supplied by Banedanmark according to a separate contract (traction current contract) between the Railway Undertaking and Banedanmark. Details regarding payment for traction current appear from the traction current contract.

The above-mentioned services are carried out according to Executive order on Banedanmark's supply of traction current.

Pre-heating of trains, train sets and locomotives and other electricity via mains socket

Charges are by agreement.

Water for preparation of trains

Charges are by agreement.

Permission for exceptional transport

The charge is DKK 2.500 per issued transport permit.

An invoice will be sent monthly in arrears. Invoicing address must be stated in the application.

9.4 Ancillary services

Supply of additional information

The price for data, reports and analyses on traffic operations is to be agreed between Banedanmark and the Railway Undertaking in each individual case.

9.5 Banedanmark's terms of payment

30 days net.

9.6 The Railway Undertaking's invoicing address

[Railway Undertaking]

[Address]

[Postal code]

[Country]

§ 10 Insurance

The Railway Undertaking is required to have legally required liability insurance.

Banedanmark is covered by the State self-insurance scheme.

§ 11 Indemnity

11.1 Liability

The parties are liable according to general rules of Danish law.

11.2 Recourse

A party being liable to a third party shall be entitled to have recourse against the other party, cf. also section 52 of the Railway Act. In connection with international transport the rules on recourse stated in appendix E of the Convention Concerning International Carriage by Rail, COTIF, of 9 May 1980, as changed by the Vilnius Protocol of 3 June 1980, apply.

11.3 Limitation of liability

Damages to be paid for personal injury or damage to property are settled according to general rules of Danish law. However, a party cannot claim damages for operating loss, loss of profit or other indirect loss.

11.4 Replacement transport for passenger transport in certain cases

Notwithstanding Banedanmark not being liable according to point 11.1 and thus notwithstanding changes to capacity allocation not given notice of in due time being comprised by the exceptions stated in appendix VII, point 14², of the Opening Directive, Banedanmark covers direct and reasonable costs for replacement transport. However, such coverage cannot exceed 5 mio. DKK per capacity change. For obtaining the said coverage, the following cumulative conditions must be complied with:

Explanatory note for point 11.4

² Commission Delegated Decision (EU) 2017/20175 of 4 September 2017 replacing the Annex VII to Directive 2012/34 Directive (EU) 2012/34 of the European Parliament and of the Council on establishing a single European railway area.

- the change of capacity allocation is on the part of Banedanmark justified by the possibility of exception with regard to cost ineffectiveness or with regard to unnecessary damage as far as the lifetime or the condition of the asset is concerned, as stated in in the Opening Directive, appendix VII, point 14, as changed by Commission Delegated Decision (EU) 2017/2075 of 4 September 2017
- the change has caused total closure of lines
- the direct and reasonable costs for replacement transport are related to the period exceeding 72 hours as from the change of capacity allocation not given notice of in due time and
- the replacement transport is related to passenger transport

This implies that Banedanmark according to the provision in point 11.4 covers direct and reasonable costs for replacement transport.

When the provision stated in point 11.4 is solely limited to include restrictions comprised by appendix VII, section 14, of the Opening Directive, with regard to i.a. the cost ineffectiveness and the condition of the asset, this is to be taken to mean that restrictions, e.g. in connection with planned and acute maintenance works, not falling within the requirements of giving notice in appendix VII, will not be included in the cases where Banedanmark pursuant to point 11.4 covers direct and reasonable costs for replacement transport.

Banedanmark prepares instructions for an understanding of point 11.4. Such instructions include a more detailed process for the handling of documentation for the coverage of costs for direct and reasonable costs for replacement transport.

§ 12 Breach of contract

The contract can be terminated in the event of a substantial breach.

If a party wishes to invoke a breach, the aggrieved party must without undue delay inform the other party of the breach.

If the party responsible for the breach does not remedy the situation within reasonable time, the aggrieved party may immediately terminate the contract.

An agreed penalty does not preclude the parties to claim compensation for any further loss. This does not apply if the function of the penalty is to replace compensation.

Moreover, Danish laws on remedies for breach of contract apply.

§ 13 Force majeure

Neither Banedanmark nor the Railway Undertaking can under this contract be deemed liable to the other party, to the extent that the case incurring liability is due to force majeure or similar circumstances. This implies extraordinary weather conditions, pandemics, strike/lockout and the like, being beyond the party's control and which the party could not have foreseen or avoided.

The party seeking to invoke force majeure shall without undue delay notify the other party of the onset and termination of the event.

The parties shall seek to prevent or mitigate the event, damage or delay in accordance with Danish laws on the duty of mitigation.

§ 14 Performance scheme

To the extent prescribed by the valid Executive Order on infrastructure charges, etc. for the rail network, the parties are subject to a mandatory performance scheme. The performance scheme is managed as described in the Executive order.

§ 15 Conditions for transfer

The Railway Undertaking cannot without written consent by Banedanmark assign any rights and obligations under the contract to a third party.

In cases where an agreement is made with other Railway Undertakings after the capacity allocation deadline has passed, the Railway Undertaking must prove that no trade or transfer of capacity has taken place, for example by providing a copy of an agreement.

The Railway Undertaking is entitled to use subcontractors. A prerequisite is that subcontractors have or can obtain the necessary approvals. The Railway Undertaking is obliged to announce such arrangements to Banedanmark, to the extent possible before capacity allocation is made, and to inform to what extent other Railway Undertakings are used as subcontractors for the Railway Undertaking's traffic operations.

To the extent the parties apply subcontractors, the party concerned is liable for the work and services carried out by its subcontractors in relation to any claims by the other party, under the same conditions as when carrying out the work themselves.

§ 16 Co-operation

16.1 Co-operation and duty to inform

The parties agree, as appropriate, to attend meetings between the parties to ensure the necessary co-operation.

To the extent that Banedanmark, for the sake of the overall co-ordination of the railway network, calls for meetings with the participation of several Railway Undertakings, the Railway Undertaking cannot insist on the holding of separate meetings between Banedanmark and the Railway Undertaking.

The parties are obliged to notify each other without delay on matters of importance to the rights and obligations referred to in the contract.

16.2 International co-operation

As part of the international co-operation Banedanmark, regardless of section 16.3, provides information to RailNet Europe (RNE).

16.3 Confidentiality

The parties and their employees are obliged to maintain the confidentiality of any knowledge and information which may come into their possession, regarding the other party's commercial and technical relations and expertise, clients, collaboration partners, sub-contractors, if the information is of considerable financial importance to the party, cf. the valid national Public Service Law.

This confidentiality between the parties continues after the termination of the contract, whatever the cause.

Notwithstanding the above-mentioned, a party is entitled to disclose confidential information, if, and to the extent that:

- the information is required according to legislation (e.g. the valid law on freedom of access to environmental information) or according to a decision made by a court or a public authority, including the Ministry of Transport, the Danish Civil Aviation and Railway Authority, and the Danish competition authorities or EU authorities
- the parties deem necessary and appropriate that the party passes the information to its advisers, provided a) that the advisers are or will be subject to a similar confidentiality obligation and b) the party only passes information necessary for the sub-contractor being able to perform the task(s) concerned
- the information is publicly available or rightfully received by third parties
- the information is made anonymous and used for general sector statistics, annual reports or similar.

Any disclosure of information in addition to those listed above requires prior written consent from the non-disclosing party.

16.4 Access

The parties shall provide mutual access to equipment, facilities, etc. whenever required for the performance of the parties' activities. This access is subject to compliance with applicable regulations.

§ 17 Disputes

This contract must be understood with reference to Danish laws.

Any dispute between the parties must be resolved amicably. If a reasonable solution cannot be obtained, the case can be brought before the Danish courts.

§ 18 Entry into force and termination

The contract shall enter into force on 14th December 2025 and will expire without notice on 12th December 2026.

The contract is valid for the timetable period TT26.

Two copies of the contract are signed by the parties, each having received a copy.

Banedanmark:
Date

The Railway Undertaking:
Date

Kenneth Juul Andersen
Section Manager

Name
Title

Appendix 1 – Conditions concerning infrastructure and rolling stock (tracks and wheels)

1. Tracks and wheels

1.1 Banedanmark's obligations

Track quality

The track is to be maintained according to applicable railway norms and other norms/rules. As to the overall quality of the track, the requirements laid down in railway norm Banenorm BN1-38 must be complied with concerning a standard deviation in both height and longitudinal direction and number of point errors of class 4.

The condition is settled once a year based on the requirements in Banenorm BN1-38. A report in this regard can be sent to the Railway Undertaking in the second quarter of the year, if requested.

Canting of the rail 1:40

Canting of the rail on Banedanmark's railway network must in connection with new construction, renewal and maintenance be grinded to reach a canting of the rail of 1:40 on top the rail (TOR) as stated in Banenorm BN2-47.

Physical condition of the track

Questions concerning the physical conditions of the track in connection with requests for changes in the permitted speed and/or the speed's effect on environment and comfort can be directed to Banedanmark. Banedanmark will ensure that contact is directed to the correct section in Banedanmark for handling such questions.

Monitoring of wheel and axle load

On selected lines Banedanmark has installed ALC systems for monitoring wheel and axle load of the rolling stock as stated in Banenorm BN2-205. Too extensive wheel and axle load can fatigue the components of the track and of the rolling stock. In worst case this can result in damage to the track. In such cases the ALC systems submit alarm, whereupon Banedanmark takes contact to the Railway Undertaking regarding further measures.

1.2 The Railway Undertaking's obligations

The rolling stock of the Railway Undertaking must comply with the requirements described in the valid Executive order on vehicles' technical compatibility with the rail network.

Condition of maintenance of rolling stock (dynamic stress of the track)

The rolling stock of the Railway Undertaking must at any time be maintained according to international standards, the requirements laid down in the valid Executive order on vehicles' technical compatibility with the rail network, as well as the supplier's maintenance instructions. However, to the extent necessary, it must be taken into consideration that standards and rules have been subject to a development since several of the Railway Undertaking's vehicles were put into service. Therefore, the vehicles cannot necessarily comply with these rules and standards (e.g., changed requirements on track forces, etc.)

The Railway Undertaking is obliged to make relevant sections of standards for rolling stock and maintenance instructions available to Banedanmark upon request.

Wheel profiles

The rolling stock of the Railway Undertaking should apply wheel profiles adjusted to a canting of the rail of 1:40. The wheel profiles must comply with the requirements laid down in EN13715, to the extent required by law.

Maintenance of wheels

The rolling stock of the Railway Undertaking must as a minimum comply with requirements laid down in EN15313. The Railway Undertaking is in accordance with Banenorm BN2-205 obliged to monitor the condition regarding wheel flats and to perform remedy of such as soon as these are disclosed. The requirements laid down in Banenorm BN2-205 are put into practice in traffic information "Hjul- og aksellast detektorer. Håndtering af alarmer" (Wheel and axle load detectors. Handling of alarms"). More extensive wheel flats, ovality or other kinds of out-of-round wheels are reported to Banedanmark immediately.

Appendix 2 – Issues regarding train control and train radio

1. Long-distance lines

Banedanmark is responsible for the ERTMS systems infrastructure and ensures that this is correctly coded according to the functional requirements of the systems as stated in Technical Specifications for Interoperability as well as respective project provisions.

1.1 Rolling stock on the long-distance lines

The Railway Undertaking is responsible for rolling stock operated on parts of the long-distance lines, where the ERTMS signalling system has been deployed, being equipped with approved ETCS-DK and GSM-R radio, as well as with STM-DK, if the rolling stock must also be operated on lines equipped with ATC. On other lines the rolling stock must be equipped with ATC. The STM equipment must be deactivated after concluded deployment of the ERTMS system, and when the rolling stock must solely be operated on lines deployed with ETCS.

As part of the Signalling Programme, Banedanmark has, based on the "Onboard Contract" with Alstom, equipped 321 existing vehicles with ETCS/STM onboard equipment. Banedanmark owns and lends this equipment based on an agreement with the State and the regions as well as based on a loan agreement between the Railway Undertakings concerned and Banedanmark.

All other onboard equipment, including such for newly purchased rolling stock, which does not form part of the Onboard Contract, is purchased and installed by the Railway Undertaking itself. The Railway Undertaking is responsible for this equipment, including software updates, challenges regarding safety and compatibility, obsolescence, and fault handling. The Danish Civil Aviation and Railway Authority sets out requirements on documentation stating the onboard equipment being correctly integrated with the ETCS infrastructure. In addition, Banedanmark offers to assist the Railway Undertaking on more detailed conditions in connection with test of the new types of onboard equipment in Banedanmark's "Digital Test Center" according to the requirements for ETCS System Compatibility Test" stated in applicable TSI CCS.

The Railway Undertaking is responsible for the onboard equipment being maintained on an ongoing basis in accordance with applicable maintenance specifications. The Railway Undertaking is also responsible for the onboard equipment being updated by applicable hardware and software.

1.1.1 GSM-R radios

If Banedanmark, due to external conditions, such as e.g. new technology, expiry of maintenance guarantees or legislative changes, requires an update of the Railway Undertaking's existing train radios by new software or hardware, such costs are to be covered by the Railway Undertaking. If, on the contrary, Banedanmark of its own motion requires an update of the Railway Undertaking's existing train radios by new software or hardware, such costs are to be covered by Banedanmark.

1.1.2 Braking capacity on ATC lines

Banedanmark's ATC and ATC train stop lines are designed for minimum requirements on braking percentage. Such requirements are based on type trains. If the trains of the Railway

Undertaking do not comply with the rating braking capacity of the type train, an impact when operating the train will be experienced.

1.2 IT safety

Banedanmark manages an ERTMS "Online Key Management System" (KMS) which ensures that the ETCS onboard equipment, which is purchased based on Banedanmark's Onboard-Contract, will be equipped with valid encryption keys to protect the ERTMS system's data communication from threats to IT safety. The Railway Undertaking must apply this system in compliance with Banedanmark's instructions. The Railway Undertaking must ensure that the rolling stock is equipped with valid encryption keys.

For other onboard equipment which is not connected directly to Banedanmark's KMS domain the Railway undertaking must establish its own KMS domain and make an agreement with Banedanmark regarding connecting this domain to Banedanmark's KMS domain.

Banedanmark can offer to issue encryption keys and deliver these offline to onboard equipment, not supporting online KMS. However, Banedanmark points out that Banedanmark's KMS domain is managed subject to an online distribution of encryption keys.

In case of increased threats to IT safety it will be possible to replace the encryption keys without notice. It lies solely with the Railway Undertaking to ensure that encryption keys which are delivered offline are replaced in order to be able to sustain operations. Banedanmark will deliver updated keys according to further agreement in this regard. However, Banedanmark cannot be made responsible for breakdowns of operations as a consequence of the Railway Undertaking having not updated the encryption keys in the rolling stock.

1.3 Operations follow-up and reporting

Banedanmark currently follows up on the operational stability of fixed installations. Faults are remedied so that recurring incidents are avoided to the greatest extent possible.

The Railway Undertaking shall currently follow up on the operational stability of the onboard equipment. Faults are remedied so that recurring incidents and switching off of the systems are avoided to the greatest extent possible.

The Railway Undertaking shall report all observed fault incidents to Banedanmark by stating:

- Fault code/fault description
- Time and place, including – as far as possible - signal number or other unique identification
- Consequence of the fault
- Vehicle number

The Railway Undertaking shall upon request make all data concerning incidents, faults and defects (including system and IT faults), which occur when applying the ERTMS equipment or in connection with the accompanying fault repair, available free of charge to Banedanmark.

Upon request by Banedanmark or the Railway Undertakings a forum of operational experience can be established. Such a forum can consist of participants from Banedanmark's maintenance organisation and operational organisation as well as the Railway Undertakings. In such a forum

operational experience and fault patterns are treated. Banedanmark will be in charge of retaining the operational forum, if such is established.

2. S-train lines

Banedanmark is responsible for the CBTC systems infrastructure and ensures that this is correctly coded according to the functional requirements of the systems and the respective project provisions.

Banedanmark and DSB have entered into an agreement on the transfer of the management of the infrastructure for the S-train lines as well as the CBTC system in 2027.

2.1 Rolling stock on the S-train lines

The Railway Undertaking is responsible for the rolling stock operated on the S-train lines being equipped with approved CBTC or ICI.

As part of the Signalling Programme, Banedanmark has, based on the "CBTC Contract" with Siemens, equipped S-trains and engines with CBTC and ICI. Banedanmark owns and lends mobile equipment to the Railway Undertakings based on an agreement with the State. The responsibility for systems of the CBTC and ICI onboard equipment, which is purchased based on Banedanmark's supplier contract, lies with Banedanmark. The responsibility for the maintenance of the lent equipment lies with the Railway Undertaking and is regulated based on i.a. the maintenance agreements with the system supplier.

2.2 Operations follow-up and reporting

Banedanmark currently follows up on the operational stability of fixed installations. Faults are remedied so that recurring incidents are avoided to the greatest extent possible.

The Railway Undertaking currently follows up on the operational stability of the onboard equipment. Faults are remedied so that recurring incidents and switching off of the CBTC system are avoided to the greatest extent possible.

The Railway Undertaking shall currently follow up on the operational stability of the onboard equipment. Faults are remedied so that recurring incidents and switching off of the systems are avoided to the greatest extent possible.

The Railway Undertaking shall report all observed fault incidents to Banedanmark by stating:

- Fault code/fault description
- Time and place, including – as far as possible - signal number or other unique identification
- Consequence of the fault
- Vehicle number

Appendix 3 – Exchange of data

1. In general

This appendix settles the requirements on the exchange of data. This includes the data which the Railway Undertaking must and should respectively deliver to Banedanmark.

Some data is delivered by both Passenger Railway Undertakings and Freight Railway Undertakings, while other data is solely delivered by either Passenger Railway Undertakings or Freight Railway Undertakings.

Frequency and the technical method for the delivery, etc. of all data appear from the separate dynamic document which on an ongoing basis can be adjusted during the contract period in consultation with the Railway Undertakings.

Some data is static information which change rarely. Therefore, such data is only stated once and is subsequently updated currently in connection with changes. Moreover, all information is confirmed once a year in connection with the conclusion of a new standard access contract. Other data is delivered digitally to Banedanmark in real time.

2. Data for the Railway Undertaking:

The Railway Undertaking must deliver the following data (both Passenger Railway Undertakings and Freight Railway Undertakings):

1 Name of the Railway Undertaking

Name of the Railway Undertaking registered on the safety certificate

2 Name of the Railway Undertaking – Short version

Official short version of name of the Railway Undertaking. Assigned by UIC (the International Railway Union) accompanied by RICS identification number of the Railway Undertaking (Company Code).

3 RICS Identification number of the Railway Undertaking

Number which is assigned by UIC to each Railway Undertaking accompanied by the short version of the name of the Railway Undertaking.

Moreover, the Railway Undertaking must deliver the following data (both for Passenger Railway Undertakings and Freight Railway Undertakings) at functional level in order to send train notifications and exchange of timetables:

4 List of contacts:

- a) Name of section*
- b) Phone number*
- c) E-mail address*

Moreover, the Railway Undertaking should deliver the following data (both Passenger Railway Undertakings and Freight Railway Undertakings):

At individual level, if a handheld terminal is handed out or needed:

4 List of contacts:

- d) *User name*
- e) *Function (e.g. marshalling manager, possession manager)*
- f) *Phone number*
- g) *E-mail address*

The Railway undertaking must ensure that the information stated under point 4 is always updated with regard to Banedanmark, taking into account train operations and applicable cyber security standards.

The Railway Undertaking (both Passenger Railway Undertakings and Freight Railway Undertakings) must also deliver data as stated below for each type of rolling stock. As for the Freight Railway Undertakings the requirement only applies for each type of rolling stock equipped with tractive effort. A type is defined as rolling stock which cannot be split without having to visit the workshop:

5 Static properties for each type of rolling stock (both Passenger Railway Undertakings and Freight Railway Undertakings):

- a) *Type name short (e.g. MF, EB, IC3, etc.)*
- b) *Description (if relevant)*
- c) *ETCS Class Passenger/Freight (only for traction units and driving trailers)*
- d) *Length above coupling*
- e) *Net weight*
- f) *Max load*
- g) *Brake weights*
- h) *Max permitted speed in Denmark (km/h)*
- i) *Drive (diesel, electricity, battery) (only for traction units)*
- j) *Type of traction current (strength of current) (only for traction units)*
- k) *Number of axles*
- l) *Axle load in percentage of total weight*
- m) *Max comfort/secured acceleration for m/s²*
- n) *Max comfort/secured deceleration for m/s²*
- o) *ETCS version (only for traction units and driving trailers)*
- p) *Train control system (ATC, Indusi, SE, ERTMS, CBTC, None (only for traction units and driving trailers))*
- q) *GSM-R Voice (Yes/No) (only for traction units and driving trailers)*
- r) *Tractive effort kW (only traction units)*
- s) *Traction curve, if available (only traction units)*

In addition, Passenger Railway Undertakings must deliver the following data for each type:

- t) *Length from the front to the first passenger door*
- u) *Length from the rear to the last passenger door*
- v) *Number of doors on each side of the vehicle*
- w) *Number of passengers per second per door – (estimated max passage)*

In addition, Passenger Railway Undertakings should deliver the following data for each type:

- x) From door closure until movement for seconds*
- y) From stop until door opening for seconds*
- z) Possibility of delivering real time status for each door (Yes/No)*

If the Railway Undertaking is in possession of data, the Railway Undertaking must also deliver the following data (both Passenger Railway Undertakings and Freight Railway Undertakings):

6 Real time data for each running 48 hours prior to operations, 8 hours prior to operations, and subsequently in connection with changes:

- a) Order of priority for coaches – for trains longer than 100 m*
- b) Previous running and next running (turn round, combining, splitting, new running) - for trains longer than 100 m, departing from or arriving in Denmark*

Attention is drawn to the fact that the delivery of this data (point 6 a and b) will be mandatory as from the timetable year 2027 for both Passenger Railway Undertakings and Freight Railway Undertakings for trains longer than 100 m).

In addition, Passenger Railway Undertakings should deliver the following real time data for each running 48 hours prior to operations, 8 hours prior to operations, and subsequently in connection with changes. If the Railway Undertaking is in possession of data (from the timetable year 2027 the delivery of the data as stated below is expected to be mandatory for Passenger Railway Undertakings):

- a) Closed doors*
- b) Number of seats*

Appendix 4 – Quality of Banedanmark’s areas and facilities

1. In general

Banedanmark has the superior responsibility for cleaning, maintenance and snow removal on Banedanmark’s areas according to valid Executive order on Banedanmark’s duties and powers. Banedanmark can enter into agreements with third parties on the performance of the tasks. Banedanmark has entered into an agreement with DSB on delivery of the tasks according to an agreement on the performance of a range of tasks at stations as per 1st October 2021. DSB puts out to tender and performs inspection of the task. Below the mutual guidelines between Banedanmark and the Railway Undertaking regarding quality of cleaning, maintenance as well as snow removal (hereinafter referred to as cleaning and maintenance) of the areas within the responsibility of Banedanmark are stated.

2. Responsibility

2.1. Joint responsibility

2.1.1. Review of needs for cleaning and snow removal at stations

The parties settle a dialogue forum in which they will co-operate regarding cleaning and snow removal at stations in order to ensure an optimum extent of quality for the customers in areas within the responsibility of Banedanmark.

2.1.2. Review of needs for maintenance of non-passenger related areas

Banedanmark and the Railway Undertakings perform a joint review of Banedanmark’s depots, shunting areas and other areas applied by the Railway Undertaking. The review is made once a year, not later than in the second quarter of the year. Banedanmark will invite to such review. It is agreed between the parties at which stations the review of shunting areas and other non-passenger-related areas is to be performed.

Before the review the Railway Undertaking records wishes, faults and defects already known in an electronic portal for reporting (EPI). Thus, the Railway Undertakings will be able to follow the status of the individual proceedings. Wishes, faults and defects, which are disclosed in connection with the review, are to be stated in a review report.

The report is forwarded to the relevant operational expert areas of Banedanmark. These expert areas will, based on comments and documentation, reject or announce the need to be prioritised. Responses stating measures to be taken regarding the announcement are to be stated EPI. Faults and defects occurred in the meantime will be announced currently for expert visitation through EPI.

2.2. Banedanmark’s responsibility

Banedanmark must ensure that all safety regulations and relevant legislation, including the legislation on working environment, can be complied with in connection with cleaning, maintenance, and snow removal in all areas within the responsibility of Banedanmark. Banedanmark can enter and has entered into an agreement with a third party – in this case DSB – on the performance of these tasks.

Banedanmark bears the costs for traffic regulating fencing, as required. This implies all areas within the responsibility of Banedanmark, cf. Banedanmark’s fencing policy.

2.2.1 Dangerous goods

According to RID, section 1.10, Banedanmark is obliged to take measures necessary to minimise theft or misuse of dangerous goods in the areas managed by Banedanmark and applied for temporary storage in connection with the transport of dangerous goods.

2.3. The Railway Undertakings' responsibility

The Railway Undertaking must keep clean the areas of Banedanmark applied in connection with preparation, servicing and stabling of trains.

If the Railway Undertaking considers that fencing in connection with shunting and reloading activities to be performed by the Railway Undertaking is needed, the Railway Undertaking can on its own account and by agreement with Banedanmark mount fencing, except from the areas covered by item 2.2.1.

3. Quality requirements on maintenance of Banedanmark's areas

Maintenance is performed within the budget frames of Banedanmark.

Priority and planning are made in co-operation between the parties. In case of discrepancies between the parties and in relation to the said co-operation regarding co-operation on priority and planning, the financial management powers always lie with Banedanmark.

In case Banedanmark deems that there will be a risk of personal injury, the problem will be handled as soon as possible, by remedy of the faults of by fencing off the areas.

In case the parties perform project or modernisation work on each other's areas, the obligation to perform subsequent re-establishment lies with the part performing the task.

If one of the parties might be subject to a reinforcement notice according to the Working Environment Act, the parties accept that the reinforcement notice to the greatest extent possible is addressed to both parties, to the extent the reinforcement notice is due to circumstances which are beyond the control of the addressee.

3.1. Quality requirements

Banedanmark is obliged to ensure that the agreed quality requirements based on norms and other regulatory provisions are complied with. This can be ensured by a third party's obligation to perform the tasks. Banedanmark ensures that work and traffic within the area can take place in an adequate and safe manner. This can be ensured by a third party's obligation to perform the tasks.

4. Co-operation

The co-operation between Banedanmark and the Railway Undertaking takes place in several meeting fora and by way of an ongoing dialogue between the contact persons appointed by the parties. The meeting fora are settled between the parties, and frequency and form of meetings are agreed separately with each individual Railway Undertaking.

5. EPI (Electronic Portal for Reporting)

Safety-related incidents are to be reported to Banedanmark in compliance with the Safety Regulations (SR) section 90 and ORF (Safety Regulation's Operational Rules).

Reporting of non-safety-related faults and defects in Banedanmark's areas must be made by applying the EPI-site. If the Railway Undertaking has no access to the SharePoint site, or if access is to be provided to new employees, contact must be directed to EPI@bane.dk by stating name and e-mail address of the employee to whom access is to be provided. Thereupon, the employee concerned will be established as a user of the system.

Interruptions of operations are reported through RDS.

Appendix 5 – Traffic information

In general

According to valid Executive order no. 1276 of 20/11/2015 on Banedanmark's duties and powers (with later changes), Banedanmark delivers traffic information to the Railway Undertaking's and Banedanmark's joint customers at the stations for the long-distance and regional lines, operated by the Railway Undertaking. The mutual guidelines between Banedanmark and the Railway Undertaking regarding the traffic information tasks for the joint customers are stated below.

2. Responsibility sharing

Banedanmark is responsible for and in charge of traffic information:

- about the actual situation of operations at all stations for long-distance and regional lines in Denmark
- on displays and through loudspeakers at the stations, cf. the "Service standard for loudspeakers and displays at stations"
- about departure times of the trains and track utilization by Rejseplanen (Journey Planner) as well as special trains, cancelled trains, and actual stopping pattern up to 24 hours ahead
- on digital departure displays at Mit-tog.dk and in the app MitTog, including service for blind and visually impaired passengers

The Railway Undertaking is responsible for and in charge of traffic information:

- in trains
- on own displays
- printed information posters
- signs and markings of platform sections
- in Rejseplanen (Journey Planner) by plan basis and any text messages
- own apps and websites

3. Exchange of data

If the Railway Undertaking's operations comply with one or more of the conditions stated below:

- Involves train numbers in connection with ticket sales
- Variation in the application of rolling stock, i.e. type, number of train sets and the length of these
- Involves combining or splitting of trains, also outside Banedanmark's infrastructure (where destinations vary across train types/coaches)

In case the Railway Undertaking – as far as long trains (total length 100+ m) are concerned – must deliver data to Banedanmark concerning the planned train formation and updates in real time (to be used for coach numbers on displays, destination for the individual coaches of trains to be separated, correct description of placing of the train at the platform in order for the passengers to be able to locate at the correct place of the platform as well as for the purpose of performing effective operations).

If the Railway Undertaking's operations involve one or more foreign destinations, the Railway Undertaking must deliver data for planned and actual stopping pattern and destination outside Denmark in real time as far as long trains (total length 100+ m) are concerned.

3.1 Further exchange of data

Moreover, the Railway Undertaking must, to the extent available, deliver data to Banedanmark regarding:

- position of the trains in real time
- timetables for replacement transport (replacement busses)
- data for rolling stock in real time on e.g. locked coaches, services onboard the train, bicycles, and children's guide

Banedanmark and the Railway Undertaking are responsible for own traffic information media at stations being available to the customers in the best possible way. Such responsibility also comprises that said traffic information media are updated and are subject to a sufficient level of maintenance.

4. Expectations for the future standard access contracts

In the future, traffic information will be even more digitalised. Already today, Banedanmark receives and provides more of the above information based on supplies from Railway Undertakings. For the future timetable periods, Banedanmark expects to require further exchange of data, including data for train lengths shorter than 100 m.

4.1 Further expectations

In addition, Banedanmark evaluates the future possibilities of handling information from the Railway Undertakings regarding e.g.:

- Real time for replacement busses
- Text messages
- Seats and capacity

5. Faults and customer inquiries

The Railway Undertaking and Banedanmark are mutually obliged to report on faults experienced regarding traffic information. Fault reporting must as a minimum contain:

- time and place
- description of fault (expected/actual traffic information)
- the media in which a fault was experienced (display, journey planner, etc.)
- train number
- photo documentation (if available)

Acute faults in Banedanmark's media must be sent to Banedanmark's operations centre (DCDK) by mail dcdkti@bane.dk

Passengers' inquiries on traffic information (questions, faults, defects, and proposals) can be directed to the Railway Undertaking's customer centre as well as to Banedanmark Traffic information by mail trafikinformation@bane.dk

For reply to inquiries from passengers the Railway Undertaking can obtain assistance and facts on the traffic information from Banedanmark through trafikinformation@bane.dk

Inquiries regarding regularity are replied to by the Railway Undertakings.

6. Co-operation

The co-operation between Banedanmark and the Railway Undertaking takes place on an ongoing basis by way of established structures and contacts. The co-operation is adjusted as required.

Appendix 6 – Emergency Services Banedanmark

1. In general

Banedanmark delivers emergency services as described in this appendix and in accordance with the valid Executive order on charges for Banedanmark's emergency services, training, education as well as third party projects.

2. Responsibility

Banedanmark's safety certificate as the infrastructure manager and Banedanmark's safety management system are applied in cases where Emergency Services Banedanmark are operated.

2.1 Banedanmark's obligations

Banedanmark is responsible for:

- To deliver emergency services to the Railway Undertaking in compliance with all valid regulations and guidelines.
- To apply employees of the emergency services with the necessary training and experience in handling rolling stock which has been involved in an accident, has been exposed to damage and/or cannot operate under its own power.
- The employees of the emergency services maintain the competences regarding railway safety and any competences concerning rolling stock safety by supplementing training for the maintaining these competences according to the rules of Banedanmark.
- The documentation for training being registered by Banedanmark.
- To perform internal inspection with Emergency Services Banedanmark, including compliance with training requirements, and forward a copy of internal and external inspection reports not later than 5 working days as from the report being issued or received by Banedanmark.
- Upon a written request from the Railway Undertaking to forward a copy of Emergency Services Banedanmark's call reports as quickly as possible, however, not later than 5 working days as from the request being forwarded.
- To sustain emergency services 24 hours every day of the year on at least two emergency sites with necessary personnel and equipment. The initiation time of the emergency services must be one (1) hour as from a call being received.
- Upon request to make documentation for the training of the team leaders of Emergency Services Banedanmark available to the Railway Undertaking.
- All services must, to the extent possible, be documented by photos of the place of incident and of the damaged rolling stock, where the class number/coach number/vehicle number being visible.

Moreover, Banedanmark is obliged to deliver such proof or adequate documentation to the Railway Undertaking or the insurance company of the Railway Undertaking upon request of the Railway Undertaking to be applied for any subsequent insurance case.

In case the Railway Undertakings wish the Emergency Services Banedanmark to act as conditional rolling stock class expert, the conditions in this regard will be settled in a separate appendix.

2.2 The Railway Undertaking's obligations

The Railway Undertaking is responsible for:

- Providing the employees of the emergency services with access to relevant data for the rolling stock to be handled in connection with the delivery of concrete services from Emergency Services Banedanmark.
- If Banedanmark, based on a concrete expert judgement, in each individual case permits the Railway Undertaking being in charge of the performance of the work itself, it is required that the staff which is to place the rolling stock on track has the appropriate level of qualifications and competences regarding railway safety for performing this work.

3. Request for Emergency Services Banedanmark

As part of exercising public authority, Banedanmark decides whether a request must be made for applying Emergency Services Banedanmark and by which rolling stock and staff Emergency Services Banedanmark initiates rescue service.

Banedanmark makes a request for applying Emergency Services Banedanmark for clearance of the infrastructure, e.g. in cases where the rolling stock of the Railway Undertaking has or can have a negative effect on performing scheduled traffic operations, or in cases evaluated as being at risk with regard to damage to person or to infrastructure.

The Railway Undertaking must contact Banedanmark in case of a request for applying Emergency Services Banedanmark.

Such a request shall always be directed to the Operations Centre Denmark (DCDK) by phone:

+45 3312 5750

Emergency Services Banedanmark initiates rescue activities as quickly as possible. However, to the greatest extent possible, the services will be activated within one (1) hour after a call having been received, unless otherwise agreed.

When Emergency Services Banedanmark is called for, the tasks are initiated as prioritised below:

- Incidents with damage to person
- Incidents with considerable consequences to traffic
- Incidents without any major consequences to traffic
- Incidents with planned transport of damaged material

If requests for applying Emergency Services Banedanmark are made for more incidents at the same time, Operations Centre Denmark (DCDK) assesses jointly with Banedanmark in which order the rescue services must be prioritised.

When the emergency services are initiated for an incident, materials/vehicles which Emergency Services Banedanmark assesses necessary for performing the rescue services concerned will form part of the rescue facilities. Such an assessment is made based on the information available at the time of receiving the call for initiating rescue activities.

4. Prices and payment

The prices of Emergency Services Banedanmark appear from valid Executive order on charges for Banedanmark's emergency services, training, education as well as third party projects.

Basically, the Emergency Services Banedanmark will always charge for performing assistance. This applies, no matter whether contact is directed by the injured party or by Banedanmark.

If, nevertheless, the staff of the emergency services vehicle upon arrival at the place of incident assesses that the application of some materials is not necessary, the Railway Undertaking will not be charged for such materials. However, transport to/from the place of the incident will always be invoiced with regard to all equipment and employees.

5. Transfer

Banedanmark cannot without prior written consent of the Railway Undertaking transfer, in whole or in part, obligations or rights to a third party. However, Banedanmark shall be obliged to apply emergency staff of a third party if such staff acts as instructed by the team leaders of Emergency Services Banedanmark.

Banedanmark is not entitled to apply sub-suppliers for acting as a conditional rolling stock class expert.

The Railway Undertaking is, with a reasonable notice, entitled to transfer, in whole or in part, obligations and rights to another Railway Undertaking in case this other Railway Undertaking takes over, in whole or in part, operations on lines of the Railway Undertaking, where Banedanmark supplies service/s of Emergency Services Banedanmark.

Appendix 7 – Ongoing notices by LA letter.

Banedanmark notifies on an ongoing basis the impact caused by capacity restrictions in the LA letter. The LA letter is one of Banedanmark's official notice media and is submitted on weekly basis.

Regardless of whether the capacity restrictions due to duration and percentage-based impact must be notified in advance in the Network Statement or not, all capacity restrictions with traffic impact, and regardless of whether these restrictions are performed due to projects, maintenance or the like, be finally notified in the LA letter not later than 21 days, before the concrete capacity restriction is commenced.

However, in case of unplanned maintenance work Banedanmark informs the affected parties thereof as soon as possible, cf. section 25 a of the Executive order no. 1245 of 10/11/2015 on allocation of railway infrastructure capacity (paths) etc. with later changes.

The LA letter i.a. contains concrete data for the possession concerned, including:

- Starting and ending dates of the possession
- Type of possession, i.e. whether all tracks are possessed, or it will be possible to perform reduced operations on the tracks
- Direction of the possession and traffic consequences of the possession