Standard Access Contract for Øresundsbro Consortium's infrastructure

- between

Banedanmark ("Banedanmark")
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DK-1577 Copenhagen V
DENMARK
(Hereinafter referred to as '"Banedanmark'')
CVR registration number: 18 63 22 76

on behalf of the

Øresundsbro Consortium
HUB1, 6th floor
Kay Fiskers Plads 10
DK-2300 København S
DENMARK
(Hereinafter referred to as '"ØSB'')
CVR registration number: 24 24 67 87

and

[Railway Undertaking]
[Street, Number]
[Zipcode, 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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Contents of the contract, applicable in the order of priority stated below:

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 are 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 affect on the capacity in relation to the service timetable.

Rolling stock data: Data necessary to bed 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: S*tatement 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, requirements for insurance, etc. for the RU's use of ØSB's infrastructure located on Danish territory. Banedanmark enters into the contract on behalf of ØSB under the General Agreement on Management of the railway on the Øresund link between Øresundsbro Consortium and the National Railway Agency (now Banedanmark) of 19 June 2000.

2 Minimum access package

ØSB provides a minimum access package to the RU as stipulated in EU and Council Directive 2012/34/EU. Banedanmark provides a number of these services on behalf of ØSB, as stipulated in the General Agreement mentioned in section 1. Banedanmark provides the service at the Danish section of ØSB's infrastructure.

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

2.1 Capacity allocation

Banedanmark allocates capacity on behalf of ØSB.

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.

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

Banedanmark manages traffic on behalf of ØSB.

Banedanmark has the 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 preparation and implementation.

The *"Principles for operation"* do not overrule the obligations of Banedanmark to give notice on capacity restrictions as described 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.

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 e 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 3.

2.4 Traffic information
Traffic information will not be supplied on ØSB’s infrastructure.

2.5 Information on traffic flow the regularity package
Information on traffic flow on the infrastructure of ØSB is provided to the Railway Undertaking through the regularity package which Banedanmark makes available to the Railway Undertaking.

2.6 Use of power supply equipment
The Railway Undertaking ensures that the pantographs comply with applicable standards at all times in order for the interacting pantograph/traction lines to minimize abrasion and operational disruptions.

ØSB must ensure that the traction current system complies with the technical specifications for the system while ensuring the necessary maintenance of the system.

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.

2.7 Technical and traffic specifications

The railway department of the ØSB publishes procedures and instructions with details describing safety relations on ØSB's rail infrastructure. ØSB's traffic safety procedures and regulations are made available in electronic format on ØSB's website.

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

Specific requirements and obligations related to the relationship between infrastructure and rolling stock are described in the valid Network Statement of the ØSB.

2.8 Data exchange

If the parties deem it necessary to enter into an agreement on data exchange, the mutual rights and obligations are determined in a separate appendix.

3 Track access to service facilities and delivery of services

ØSB does not make service facilities available to the Railway Undertaking as defined in European Parliament and Council Directive 2012/34/EU.

4 Additional services

At the request of the Railway Undertaking, ØSB or Banedanmark supplies extra services for the Railway Undertaking on behalf of ØSB as defined in European Parliament and Council Directive 2012/34/EU.

4.1 Traction current

At the request of the Railway Undertaking, ØSB supplies energy to operate the electric traction units.

The Railway Undertaking must have an independent traction contract with Banedanmark for the operation of electric traction devices.

4.2 Permit for exceptional transports

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 transports. If the transport is feasible, Banedanmark issues a permit. Details relating to exceptional transports 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

If the performance of an exceptional transport requires alterations in ØSB's infrastructure such as resetting axel measuring facilities or removal of obstacles etc. such services can be ordered at ØSB.

Expenses in this regard are stated as the factual costs related to the alteration in ØSB's infrastructure plus an administrative surcharge of 5 %.

6 Safety and permits

6.1. Permit and safety certificate etc

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.

ØSB 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 Execute 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), etc. shall apply. The Railway Undertaking and Banedanmark (on behalf of ØSB) 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 ØSB'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.

7 Capacity restrictions

ØSB plans and carries out capacity instructions under the applicable ØSB Network Statement. It is the responsibility of Banedanmark, on behalf of ØSB, to continually notify the Railway Undertaking about planned capacity restrictions.

When extensive traffic disorder coincides with the planned capacity restrictions ØSB's infrastructure, Banedanmark involves ØSB in the dialogue regarding traffic operations. ØSB must be prepared to postpone or cancel the capacity restrictions in order to reduce the impact of the traffic disorder. Banedanmark cannot without ØSB's acceptance postpone/cancel a capacity restriction.

7.1 Notification time periods

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 4.

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 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 making it impossible to apply the infrastructure Banedanmark can close allocated paths during the period during which the damage is repaired. In this regard reference is made to Executive order on allocation of railway infrastructure capacity (paths), §§ 24 and 25. As a result of standard specific inspections, ØSB may need to implement capacity restrictions for infrastructure work, to be performed within 12 weeks after the inspection. The track possession will be planned in dialogue between the parties.

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 announced in due time to the Railway Undertaking according to valid notification rules, the Railway Undertaking does not have access to the tracks included in the scheduled work for the 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.

ØSB will generally be accommodating towards potential requests from the Railway Undertaking that leads to implementation of capacity restrictions within the current timetable. The planning will be made in close co-operation between the Railway Undertaking and ØSB, 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 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).

7.2 Performance Management
The parties agree, as needed, how to measure compliance of the track possession process.

8 Environment

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

8.2 Diesel tax
If the volume of diesel operation on the (Øresund) link exceeds the original operational plan, ØSB reserves the right to charge a specified diesel tax. The diesel tax is only charged to cover the consortium's additional costs for increased inspection and maintenance of the Øresund tunnel, which can be attributed to the increased contamination of the tunnel.

For more information on diesel operation, see ØSB's Network Statement.

9 Charges

9.1 Infrastructure charges
In order for the Railway Undertaking to use the ØSB's railway infrastructure, 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 0n behalf of ØSB 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.

Permission for exceptional transports
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 are 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.

ØSB has a legally required damage insurance and legally required liability insurance.

11 Indemnity

In case of injuries between the parties, the parties are liable according to Danish Law. However, the parties are not obliged to compensate the other party's operating loss, loss of profit or other indirect loss. This also applies if the losses are the result of technical and organizational implications connected to cross-border traffic, or other.

Personal injuries are compensated according to the Danish Liability for Damages Act, including secondary claims and possible deficit claims between the indemnifications according to the Danish Liability for Damages Act and the Industrial Industry Insurance Act, in cases where the injured party is covered by the latter.

If one party is liable for damages to third parties in connection with injuries caused by the other party, the party that bears the conclusive responsibility shall indemnify the party who has paid compensation, including legal expenses etc. The party receiving the claim is obliged to immediately notify the other party.

The Railway Undertaking only has recourse against ØSB to the extent that the injury is caused by fault or negligence from ØSB's side, in accordance with the Railway Act.

Each party is according to Danish law liable in case of or in case of non-participation in the proper fulfilment of the contract.

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.

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

13 Force majeure

Neither ØSB 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 mitigate or prevent the event, damage, or delay in accordance with Danish laws on the duty of mitigation.

14 Performance scheme

There is no agreement regarding performance scheme between the parties. The Danish government has exempted ØSB from the requirement to enter into an agreement regarding performance scheme.

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 the work themselves.

16 Co-operation

16.1 Co-operation and duty to inform

The RU is committed to actively participate in the management forum to follow up on the Øresund traffic's punctuality - Punctuality in the Øresund traffic through 'Ledningernas Samverkan' ('PØLS Group').

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 etc.

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 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 that these advisers are or will be subject to a similar confidentiality obligation
- 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 encourage 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 on behalf of ØSB: Date	The Railway Undertaking: Date
Kenneth Juul Andersen **Section Manager**	**Name** **Title**

Appendix 1 - Co-operative relations and contacts

Operational communication must always go through Banedanmark's organization.
Questions of administrative nature can be handled by contacting the following persons.

Øresundsbro Consortium	**Railway Undertaking**
Manager of Railway Operations (Management Level) *Rolf Sundqvist* *Phone +45 3341 6159*	
Operational and Customer Relations Manager *Rolf Sundqvist* *Phone +45 3341 6159*	
Operational Center Denmark Operational Manager at Banedanmark's Operational Center *Lise Mathiesen* *Phone +45 40 27 17 46* National Operational Manager Phone +46 10 127 0000 Regional Operational Manager South Phone +46 10 127 1050	
E-mail (official) railway@oresundsbron.com	

Other contacts:

Area	**ØSB**	**Railway Undertaking**
Traffic safety	*Rolf Sundqvist* *Phone*. +45 3341 6159	
Regular contact via Banedanmark Planning of infrastructure work Future timetable	*Rolf Sundqvist* *Phone*. +45 3341 6159	
Regular contact via Banedanmark Planning of infrastructure work Current timetable	*Mikael Lundgren* *Tlf. +45 3341 6408*	
Regular contact via Banedanmark General questions regarding path allocation	*Rolf Sundqvist* *Phone*. +45 3341 6159	
Questions regarding electricity (Traction current)	*Rolf Sundqvist* *Phone. +45 3341 6159*	
Communication/information about the railway	*Andreas Jälmarstål* *Phone. +45 3341 6134*	
Press, media and on-duty press officer	*ØSB Trafikcenter* *Phone* +45 3341 6116	
Insurance and claims	*Rolf Sundqvist* Phone +45 3341 6159	

ØSB regularly updates its information on the website:

DK: https://www.oresundsbron.com/da/info/jernbane
SE: https://www.oresundsbron.com/sv/info/trafikeringsavtal-for-trafikering-av-jarnvagen

Appendix 2 - Traffic safety regulations and procedures

The following traffic safety regulations and procedures are issued by ØSB.

1. Traffic safety regulation
The traffic safety regulation (TF) includes safety regulations that complement or tighten the regulations in relation to the national safety regulations (Safety Regulations of 1975 and Trafikverket's traffic regulation for railway operations – TTJ). TF describes the rules for operations over the interface between the Swedish and the Danish system.

The TF does not generally include regulations that exist in the rules of the countries concerned, including various supplementary instructions (SIN, TTJ, TDOK and the like.)

The Railway Undertaking is responsible for distributing the TF or a specific appendix as a personal copy.

The Railway Undertaking performs instruction of its personnel in the TF itself.

2. Education and instruction, procedure 03 07-01
This procedure describes ØSB's applicable requirements for safety training of personnel working on ØSB's railway system.

3. Safety-related incidents, procedure 03 07-03
The procedure specifies the handling of safety-related incidents on ØSB's railway system.

4. Handling of accidents, procedure 03 07-02
The instruction provides further details on activities to be initiated in case of a railway accident on ØSB's railway system.

6. Rules for work in the tracks
Rules for working in the tracks (RAS) apply to planning and performance of work in and at tracks as well as work having influence on safety related systems of the railway system of ØSB.

Supply of rules and regulations
ØSB delivers TF and RAS in digital formats.

As to procedures, safety circulars and other general instruction named as circulars, these must be delivered electronically. The transfer is carried out using non-editable PDF files. If delivery takes place later than 60 hours (counted on week days) before the regulation comes into force, the Railway Undertaking is contacted in order to settle an emergency procedure for delivery and distribution. Delivery is made to the e-mail addresses agreed in connection with the agreement on emergency procedure.

The digital version can be downloaded from the website: https://www.oresundsbron.com/da/om-oresundsbron/samarbejdspartnere/jernbane.

The Railway Undertaking is responsible for further distribution within the organisation of the Railway Undertaking.

To the extent that ØSB issues safety-related instructions in the form of new technical or traffic regulations or by changes in the above regulations, a consultation procedure must be carried out with the Railway Undertaking. The consultation procedure can be waived in case of an emergency situation where swift action is needed to avoid an increased safety risk.

The consultation procedure gives the Railway Undertaking the opportunity to comment on the contents of the regulation/circular. If it has not been possible to conduct a consultation procedure, a subsequent evaluation of the process and of the content of the regulation/circular must be made.

To the extent that the Railway Undertaking issues safety-related circulars that include traffic on ØSB's tracks, a consultation procedure must be carried out. The consultation procedure can be waived in case of an emergency situation where swift action is needed to avoid an increased safety risk.

The consultation procedure gives ØSB the opportunity to comment on the contents of the circular. If it has not been possible to conduct a consultation procedure, a subsequent evaluation of the process and of the content of the regulation/circular must be made. ØSB must receive the final version of the circular for information.

Appendix 3 – Emergency Services Banedanmark

1. In general

Banedanmark delivers emergency services on the infrastructure of the Øresundbro Consortium until the territorial border as described in this appendix and in the valid Executive order on charges for Banedanmark's emergency services, training, education as well as third party projects.

2. Responsibility

The safety certificate of the Øresundbro Consortium as 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.a

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 a request for applying Emergency Services Banedanmark is requested 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 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 4 – 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. § 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