

Standard Access Contract for Øresundsbro Consortium's infrastructure

Access Contract

between

Banedanmark ("Banedanmark")
Carsten Niebuhrs Gade 43
DK-1577 Copenhagen V
DENMARK
CVR registration number: 18 63 22 76
(Hereinafter referred to as "Banedanmark")

on behalf of the

Øresundsbro Konsortiet
Vester Søgade 10
DK-1601 Copenhagen V
DENMARK
CVR registration number: 24 24 67 87
(Hereinafter referred to as "ØSB")

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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The structure of the contract

The contract consists of the following:

- I. Standard access contract
- II. Annex to the standard access contract
- III. Amendment to the standard access contract on specific conditions for the Railway Undertaking, if any
- IV. Annex to the amendment 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: 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, 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 Øresundsbron 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 - 2.9 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 first 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

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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 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 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.

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 the 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

Information on traffic flow on the infrastructure of ØSB is provided to the Railway Undertaking through the regularity package delivered by Banedanmark 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.

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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 axle 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 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 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), 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 Disclosure 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), Safety Instructions (SIN) as well as Operational Rules for S-trains (ORS) and Operational Rules for Long-distance lines (ORF).

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

7 Capacity restrictions

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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 notifies capacity restrictions to the Railway Undertaking through the LA letter. Current notifications appear from the LA letter issued on a weekly basis. An overview of the notification period appears from appendix 4.

Furthermore, Banedanmark on an ongoing basis invites the Railway Undertaking to participate in project and capacity meetings with regard to a cooperation between the parties. The dates for the meetings are planned in accordance with the concrete periods of the individual projects and programmes. Railway Undertaking is currently informed of the meeting dates which are also published on Banedanmark's website.

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 priority and allocation.

Banedanmark is not obliged to announce capacity restrictions to remedy defects. Defects in this context are defined as situations where incidents originated from technical breakdown, accidents, or vandalism as well as weather or natural conditions cause (or may cause) operational disruptions and/or accidents and antecedents to accidents.

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. These track possessions are exempted from the N-21 weeks' and N19-weeks' notice, even if the track possession's duration prescribes this notice. The track possession will be planned in dialogue between the parties instead.

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

ØSB currently informs about the status of the portfolio of the capacity restrictions given notice of in ØSB's Network Statement.

When a track possession is announced to the Railway Undertaking, 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.

Availability principle

In order to optimize planning and use of track possessions, the notified track possessions at X-12 months are available up until N-21 weeks. Hence, ØSB can exchange a notified track possession with an alternative track possession. This is only possible, if at X-12 months:

- The total service towards the end client (passenger or freight customer), in terms of number of paths is not reduced,
- The Railway Undertaking's total financial implications of the track possessions are not increased. Expenses concerning planning are not included in the total financial amount.

When the availability principle is used, the Railway Undertaking is obliged to present a business case comparing the originally forecasted track possession with the requested change.

The availability principle is not a general planning tool, but can be used in cases where re-prioritization of projects is necessary.

7.3 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 forwards documentation stating the infrastructure charges to be paid by the Railways Undertaking. The documentation is forwarded to the Railway Undertaking monthly and comprises a specification of the individual settlements.

The purpose of forwarding the documentation stating the infrastructure charges to be paid is to make it possible for each 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 receipt of the

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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 appendix 3.

9.3 Additional services

Traction current

Electricity for traction current is supplied by Banedanmark on 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.

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 part'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 part 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 part that bears the conclusive responsibility shall indemnify the part who has paid compensation, including legal expenses etc. The part receiving the claim is obliged to immediately notify the other part.

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 shall under this contract be deemed liable to the other party, to the extent that the liability is caused by circumstances beyond the party's control and which the party, when signing the contract, could not have taken into account, avoided, or overcome.

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 (fine/bonus)

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

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capacity allocation is made, and to inform to what extent other Railway Undertakings are used as subcontractors for the Railway Undertaking's traffic operations.

The parties are liable for the work and services carried out by their subcontractors in relation to any claims by the other party, under the same conditions as when undertaking the work themselves.

16 Co-operation

16.1 Co-operation and duty to disclose

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 by legislation or a decision by a court or 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

17.1 Negotiation and mediation

The contract is subject to Danish laws. If a dispute arises in connection with the contract, the parties must seek this solved through mediation.

If the dispute is not solved through mediation the parties may jointly appoint an independent expert mediator to make non-binding proposals for a resolution of the dispute.

17.2 Arbitration

Any question of interpretation of or compliance with the contract, which cannot be arranged amicably between the parties in accordance with section 17.1 of the contract is referred to arbitration.

The party seeking arbitration shall appoint an arbitrator and invite the other party within 14 days to appoint its arbitrator; failing this, the arbitrator will be appointed by the President of the Danish Eastern High Court.

The appointed arbitrators shall jointly appoint a chairman for the arbitration tribunal. If the arbitrators cannot agree on the choice of a chairman, the President of the Danish Eastern High Court will make the appointment.

The arbitration tribunal shall adopt rules for the processing of the case in accordance with the customary procedural principles.

The arbitration tribunal shall be located in Copenhagen.

The arbitration tribunal shall decide on the basis of Danish laws.

18 Entry into force and termination

The contract shall enter into force on 10th December 2023 and will expire without notice on 14th December 2023.

The contract is valid for the timetable period TT24.

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

Banedanmark:
Date

The Railway Undertaking:
Date

Name
Title

Name
Title

Annex 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.

Øresundsbron Consortium	The Railway Undertaking
Manager of railway operations	
Operational manager	
Customer relations manager	
Operational Center Denmark Operational Manager at Banedanmark's operational Center	
E-mail (official) railway@oresundsbron.com	

Other contacts:

Area	ØSB	RU
Regular contact via Banedanmark Planning of infrastructure work Future timetable		
Regular contact via Banedanmark Planning of infrastructure work Current timetable		
Questions regarding electricity (Traction current)		
Communication/information about the railway		
Press, media and on-duty press officer		
Insurance and claims		
Traffic safety		

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>

Annex 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). Transportstyrelsen Trafiksäkerhetsföreskrifter'). TF describes the rules for driving over the interface between the Swedish and the Danish system.

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

The TF or any specific annex must be distributed as a personal copy

The Railway Undertaking is responsible to instruct its personnel in the TF.

2. Education and instruction, procedure 03 07-01

This procedure describes ØSB's 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 facilities.

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 facilities.

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 facilities of ØSB

Supply of rules and regulations

ØSB delivers TF and RAS in digital formats.

For procedures, , safety circulars and other general instruction named as circulars, provision must be made 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 stipulate 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/info/sikkerhedsinstruks>.

The RU is responsible for further distribution within the RU.

To the extent that ØSB issues safety instructions in the form of new technical or traffic regulations or changes in the above regulations, a consultation procedure is 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 circular. If it has not been possible to conduct a consultation procedure, an evaluation of the process and the content of the regulation will 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, an evaluation of the process and the content of the regulation will be made. ØSB receives the final version of the circular for information.

Appendix 3 – Emergency Services Banedanmark

The Danish Ministry of Transport has made a legislative proposal with regard to the Railway Act subject to public consultation. The proposed amendment, i.a. implies legal basis for some mandatory emergency services. This includes an appendix with an executive order where the tariffs are settled. The expected entry into force of the amendment for the Railway Act is during the first six months of 2023. Thereupon, the provisions laid down there shall apply, and not those stated in this Appendix 6.

1. In general

Banedanmark delivers emergency services as described in this appendix.

2. responsibility

Banedanmark's safety certificate 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.
- To apply employees of the emergency services with the necessary training in handling the rolling stock class for which the concrete emergency services are to be operated.
- The employees of the emergency services maintain the competences regarding rolling stock safety by supplementing training for these competences every two years according to the rules of Banedanmark.
- The documentation for basic training and supplementary training being registered by Banedanmark.
- To perform internal inspection with Emergency Services Banedanmark, incl. Compliance with training requirements, and forward a copy of internal and external inspection reports however 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 a day on at least two emergency sites with necessary personnel and equipment. The reaction 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 is 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 the Railway Undertaking does not wish to apply the emergency services, it is required that the staff in charge of placing the rolling stock on track is qualified for performing such services.

3. Request for Emergency Services Banedanmark

Banedanmark requires Emergency Services Banedanmark for clearance of the infrastructure in cases where the rolling stock of the Railway Undertaking has a negative effect on performing scheduled traffic operations.

The Railway Undertaking must contact Banedanmark in case of a request for applying the emergency services.

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 personal injury
- Incidents with considerable consequences to traffic
- Incidents without any major consequences to traffic
- Incidents with planned transport of damaged material

If 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 assessment is made based on the information available at the time of receiving the emergency call.

4. Prices and payment

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 incident will always be invoiced with regard to all equipment and employees.

The prices of the services supplied by Emergency Services Banedanmark appear from the list below. The prices are adjusted by Banedanmark once a year before conclusion of the standard access contract. The regulation is calculated based on the development of the index of October of the last two years. Example: The price must be regulated as per 1st January 2018. The calculation is based on a comparison of the index for October 2016 with the index of October 2017. The actual price is regulated based on observed development.

If the net price index is negative, the price will remain unchanged. Payment will be performed according to § 9 of the standard access contract.

Service/s supplied by Emergency Services Banedanmark	Price (2023) [DKK/hour]
1. Team leader	832,58
2. Employee of emergency services	707,67
3. Emergency services vehicle under 3500 kg.	1.110,12
4. Emergency services vehicle over 3500 kg.	1.664,77
5. Emergency services crane, little	3.205,63
6. Emergency services crane, big	7.459,86
7. Materials	On consumption + 10 %

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 the emergency services.

However, Banedanmark shall not be entitled to apply suppliers for acting as a conditional rolling stock class expert.

The Railway Undertaking shall, with a reasonable notice, be 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 from Emergency Services Banedanmark.

Appendix 4 – Ongoing notices by LA letter.

Banedanmark updates on an ongoing basis the affect caused by capacity restrictions in the LA letter. On a weekly basis, the LA letter is issued as one of Banedanmark’s official notice media.

Deadline	Description	Supply
N-21 weeks	Projects possessions ² are announced to relevant parties involved	<p>Project possessions are announced finally not later than 21 weeks before commencement of the concrete possession.</p> <p>The LA letter contains i.a. the concrete data for the possession concerned, including:</p> <ul style="list-style-type: none"> - starting and ending point for the possession - type of possession, i.e. whether all tracks are possessed, or it will still be possible to operate on the tracks, with reduced operations. - direction of the possession and the traffic impact of the possession
N-19 weeks	Maintenance possessions ³ are announced for relevant parties involved	<p>Maintenance possessions are announced finally not later than 19 weeks before commencement of the concrete possession.</p> <p>The LA letter contains i.a. the concrete data for the possession concerned, including:</p> <ul style="list-style-type: none"> - starting and ending point for the possession - type of possession, i.e. whether all tracks are possessed, or it will still be possible to operate on the tracks, with reduced operations. - direction of the possession and the traffic impact of the possession.

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N states the time of commencement of the capacity restrictions.

²Possessions which based on duration and percentage impact of the traffic must be announced in the Network Statement.

³ Possessions which based on duration and percentage impact of the traffic must not be announced in the Network Statement, but which cause traffic impact. This will typically be possessions in connection with maintenance. However, other possessions where the duration and the percentages impact fall under the threshold values applied in the Network Statement, can be included in this regard.