

The Signalling Programme

Signalprogrammet

Lending Agreement for GSM-R Voice  
Onboard Equipment

Aftale om Udlån af GSM-R Voice Ombordudstyr

banedanmark



## Change log / i'Endringslog

Date	Version	Status
26.11.2014	0.1	Approved version issued to the Stakeholders (Sharepoint internal version 0.37 -Change log 0.20 dated 31.08.2015)
11.12.2015	2.0	Version approved by the Board of Directors (Sharepoint internal version 2.0 -Change log 2.0 dated 11.12.2015)
25.05.2016	3.0	Version including: <ul style="list-style-type: none"> <li>- Danish translation</li> <li>- Deletion of "(1 January 2015)" in clause 17. Reference email correspondence "SP-OB-Nordjyske- GSMR Lending agreement and appendixes (29012016) Warranty period for the GSMR voice radio" dated 16 March 2016</li> </ul>
26.11.2020	4.0	Updated version issued for internal approval in BOK
27.04.2021	5.0	Updated version issued for internal approval in BOK (material changes are shown with "track changes")

Between

Mellem

Banedanmark

Carsten Niebuhrs Gade 43

1577 Copenhagen V

Company No.: 18632276

(hereinafter referred to as "Banedanmark")

Banedanmark

Carsten Niebuhrs Gade 431577 København V

CVR-nummer: 18632276

(herefter kaldet "Banedanmark")

and

og

Arriva Tog NS

Skejtevej 26

2770 Kastrup

CVR No. 12245904

(hereinafter referred to as "the Stakeholder")

Arriva Tog NS

Skejtevej 26

2770 Kastrup CVR No. 12245904

(herefter kaldet "Jernbanevirksomheden")

(hereinafter referred to as "the Parties" and individually "the Party")

(tilsammen kaldet "Parterne" og hver især kaldet "Parten")

have as of today entered into the following

er der dags dato indgået følgende

### AGREEMENT

### AFTALE

about lending GSM-R Voice Onboard Equipment.

om udlån af GSM-R Voice Ombordudstyr.

## Table of Contents / Indholdsfortegnelse

1.	Introduction and purpose / Indledning og formål .....	6
2.	Interpretation / Fortolkning .....	7
3.	Rights / Rettigheder .....	8
4.	Use / Benyttelse .....	9
5.	Delivery and installation / Levering og installering .....	10
6.	Access to the Loaned / Adgang til det Unte .....	11
7.	Permits and certifications/training / Tilladelser og certificeringer/uddannelse .....	12
7.1	Permits / Tilladelser .....	12
7.2	Personnel qualifications / Medarbejderkvalifikationer .....	12
8.	Collaboration / Samarbejde .....	12
8.1	Exchange of Information / Udveksling af information .....	12
8.2	Especially regarding the request for information / Særligt vedrørende anmodning om information .....	15
8.3	Confidentiality / Fortrolighed .....	15
8.4	Document sharing / Dokumentdeling .....	16
8.5	Contact details / Kontaktpersoner .....	16
9.	The Parties' collaboration in relation to the Delivery Agreement / Parternes samarbejde i relation til leveringsaftalen .....	16
10.	Maintenance / Vedligeholdelse .....	17
11.	Asset and maintenance data, configuration control and error reports / Assets- og vedligeholdelsesdata, konfigurationsstyring og fejlrapportering .....	19
11.1	Asset and maintenance data / Asset- og vedligeholdelsesdata .....	19
11.2	Configuration control / Konfigurationsstyring .....	20
11.3	Reporting errors / Indberetning af fejl/ .....	21
12.	Documentation / Dokumentation .....	21
13.	Modifications to the Loaned / Ændringer i det Unte .....	21
14.	Amendments to the agreements in place / Ændringer i Udlånsaftalen .....	23
14.1	Amendments to the agreement in place between Banedanmark and the Supplier / Ændring i aftalekomplekset mellem Banedanmark og leverandøren .....	23
14.2	Amendments to the Lending Agreement in general / Ændring i Udlånsaftalen iøvrigt .....	23
15.	Payment, off-setting and right of retention / Betaling, modregning og tilbageholdelsesret .....	24

15.1	<i>Payment terms / Betalingsvilkår</i>	24
15.2	<i>Off-setting &amp; right of retention / Modregning &amp; tilbageholdelsesret</i>	24
16.	Disruption to Banedanmark's system / Forstyrrelser af Banedanmarks anlæg	24
17.	Defects or deficiencies with the Loaned or the Supplier's services / Fejl eller mangler ved det Lånte eller Leveranderens ydelser	25
18.	Compensation and reimbursement paid by the Supplier to Banedanmark regarding the Loaned / Erstatning og godtgørelse udbetalt af Leveranderen til Banedanmark vedrørende det Lånte	26
19.	Liability for Damage, etc to the Loaned / Erstatningsansvar for skade på det Lånte	26
20.	Damage caused by the Loaned and Insurance / Skade forårsaget af det Lånte og forsikring	27
20.1	<i>Damage caused by the Loaned / Skader forårsaget af det Lånte</i>	27
20.2	<i>Insurance / Forsikring</i>	29
21.	Liability for damages / Erstatningsansvar	29
22.	Breach of contract / Misligholdelse	31
23.	Force majeure / Force Majeure	32
24.	The Stakeholder's transfer / Jernbanevirksomhedens overdragelse	32
24.1	<i>Transfer of rights regarding the Lending Agreement / Overdragelse af rettigheder i medfør af Udlansaftalen</i>	32
25.	Delegation or transfer of rights and obligations in the Main Contract and Delivery Agreement / Delegering eller overdragelse af rettigheder i Hovedkontrakten og Leveringsaftalen	34
26.	Termination of the Lending Agreement / Udlansaftalens ophør	36
26.1	<i>Notice and termination of the Lending Agreement / Opsigelse og ophør af Udlansaftale</i>	36
26.2	<i>Right to purchase the Loaned upon termination of the agreement / Ret til køb af det Lånte ved aftalens opber</i>	37
27.	Independent valuation assessment of the Loaned / Uvildig vurdelse af det Lånte	39
28.	Disputes / Tvister	40
28.1	<i>Negotiation and mediation / Forhandling og mægling</i>	40
28.2	<i>Arbitration / Voldgift</i>	41
29.	Commencement and termination / Ikrafttræden og ophør	42

## Definitions / Definitioner

<p>In this agreement the following are understood to mean:</p> <p>"Delivery Agreement" – The agreement entered into between the Supplier and Banedarunark for the purchase of GSM-R Voice Onboard Devices by the Supplier for use in the Stakeholder's Rolling Stock.</p>	<p>I denne kontrakt forstås ved:</p> <p>"Leveringsaftalen" – Aftalen indgået mellem Leverandoren og Banedarunark om køb af GSM-R Voice Ombordenheder til atbenyttelse i Jembaneverksamhedens Rullende Materiel</p>
<p>"Main Contract" – "GSM-R Voice Framework Agreement", entered into on 24 September 2012 between Banedarunark and a consortium of Siemens PLC and Siemens A/S, led by Siemens A/S.</p>	<p>"Hovedkontrakten" – Aftalen "GSM-R Voice Framework Agreement", som er indgået den 24. september 2012 mellem Banedanmark og et konsortium bestående af Siemens PLC og Siemens A/S, under ledelse af Siemens A/S.</p>
<p>"GSM-R Voice Onboard Device" – GSM-R cab radio system, consisting of the necessary equipment and parts thereof, and the necessary software that is installed in the Stakeholder's Rolling Stock.</p>	<p>"GSM-R Voice Ombordenhed" – GSM-R farerrumsradiosystem bestående af det nødvendige udstyr eller dele deraf samt det nødvendige software, som er installeret i Jembaneverksamhedens Rullende Materiel.</p>
<p>"Adgangskontrakten" - Agreement in force between the Stakeholder and Banedanmark about co-operative relations and conditions for using infrastructure etc.</p>	<p>"Adgangskontrakten" – Geeldende aftale mellem Jembaneverksamheden og Banedarunark om samarbejdsrelationer og betingelser for brug af infrastruktur mv.</p>
<p>"Rolling Stock" – A vehicle operating on the railway network to transport passengers or goods or for the purpose of carrying out maintenance.</p>	<p>"Rullende Materiel" – Et keretøj, der opererer på jembanenet for at transportere passagerer eller gods eller med det formål at udføre vedligehold.</p>
<p>"Supplier" – The Supplier that Banedanmark has entered into a Main Contract and Delivery Agreement with. For this agreement, it is a consortium led by Siemens A/S.</p>	<p>"Leverandoren" – Leverandoren som Banedarunark har indgået Hovedkontrakten og Leveringsaftalen med. I denne aftale er det et konsortium under ledelse af Siemens A/S.</p>
<p>"the Loaned" – The number of loaned GSM-R Voice Onboard Devices as indicated in Lending Agreement Annex 1.</p>	<p>"det Lånte" ♦ Antallet af lånte GSM-R Voice Ombordenheder som angivet i Udlånsaftalebilag 1.</p>
<p>"Total Loss" - Meaning that the estimation of the cost of repair will be more than 60% of the depreciated value see Lending Agreement Annex 3 (or the loaned GSM-R Voice Onboard Device is stolen or disappears in the custody of the Stakeholder), or if at least 3 out of 5 of the GSM-</p>	<p>"Totalt Tab" – Betyder, at reparationsomkostningerne estimeres til over 60 % af restværdien, jf. Udlånsaftalebilag 3, (herunder at det Lånte bliver stjålet eller bortkommer i Jembaneverksamhedens varetegt);; eller at mindst 3 ud af 5 GSM-R Voice Ombordenhedskomponenter er beskadiget.</p>

R Voice Onboard Device components are damaged.

"Working Day" - Monday to Friday except Danish public holidays

"Arbejdsdag" - Mandag til fredag bortset fra danske helligdage.

## 1. Introduction and purpose / Indledning og formål

Banedanmark (Rail Net Denmark) has established a GSM-R system. In order to use voice communication, the Stakeholder shall use a GSM-R radio system onboard the Rolling Stock.

Banedanmark requires that the new GSM-R system is to be fully operational at the time that the existing system ceases to function. To meet this requirement, the Supplier shall install GSM-R cab radio systems onboard all Rolling Stock within the stated deadlines in the Delivery Agreement.

Banedanmark had an obligation to the Danish Ministry of Transport to purchase the GSM-R radio systems for the Stakeholder in the form of a Framework Agreement, based on what the individual Stakeholders can acquire of GSM-R radio equipment and related services.

The Stakeholder has the responsibility for the maintenance of the Loaned. Adgangskontrakten regulates the costs for modifications and required installation.

Banedanmark conducted an EU tender of "GSM-R Voice Onboard" in the form of a Main Contract with associated Delivery Agreements. The tender was won by a consortium led by Siemens A/S, and the Parties signed the final agreements in connection with the tender on 24 September 2012.

The Lending Agreement covers the lending of a number of GSM-R Voice Onboard Devices as indicated in Lending Agreement Annex 1.

The purpose of this Lending Agreement is to establish the conditions that will apply for

Banedarunark har etableret et GSM-R-system. For at benytte telekommunikation skal Jernbanevirksomheden gøre brug af GSM-R-systemet ombord på det Rullende Materiel.

Banedanmark kræver, at det nye GSM-R-system skal være fuldt funktionelt, når det eksisterende system ophører med at virke. For at leve op til dette krav skal Leverandøren installere GSM-R farerumsradioer i Rullende Materiel inden for tidsfristerne angivet i Leveringsaftalen.

Banedanmark havde en forpligtelse overfor Transportministeriet til at købe GSM-R-systemet til Jernbanevirksomheden gennem en Rameaftale, med udgangspunkt i hvad de enkelte Jernbanevirksomheder kan erhverve sig af GSM-R-udstyr og relaterede ydelser.

Jernbanevirksomhederne har ansvaret for vedligeholdelse af det lånte. Adgangskontrakten regulerer udgifter til ændringer og nødvendig installation

Banedarunark har gennemført et Elf-udbud ved navn "GSM-R Voice Onboard" bestående af en Hovedkontrakt og en tilhørende Leveringsaftale. Udbuddet blev vundet af et konsortium under ledelse af Siemens A/S, og Partene underskrev den tilhørende endelige aftale den 24. september 2012.

Udlånsaftalen dækker udlånet af antal GSM-R Voice Ombordenheder som angivet i Udlånsaftalebilag 1.

Formålet med nærværende Udlånsaftale er at fastsætte betingelserne for Banedanmarks udlån af

<p>Banedarunark to loan GSM-R Voice Onboard Devices to the Stakeholder.</p> <p>It is a condition for the continuance of this Lending Agreement that the Stakeholder is party to a valid traffic agreement with the Danish Ministry of Transport.</p> <p>After installation, a system upgrade (EIRENE 8) of the Loaned has been provided by Banedanmark in order to provide increased interference protection from public operator networks. The Supplier has given a warranty of 12 months to this upgrade commencing from the date of upgrade of each GSM-R Voice Onboard Device</p>	<p>GSM-R Voice Ombordenhederne til Jernbanevirksomheden.</p> <p>Det er en nødvendig betingelse for den fortsatte opretholdelse af Udlansaftalen, at Jernbanevirksomheden er part i en gyldig trafikalt aftale med Transportministeriet.</p> <p>Efter installation har Banedarunark stæet for en systemopgradering (EIRENE 8) af det Lante med henblik på foregelse af beskyttelsen mod interferens fra offentlige netveerksoperatarer. Leverandaren har givet en garanti på 12 maneder fra datoen for opgraderingen af den enkelte GSM-R Voice Ombordenhed for denne opgradering Ombordenhed</p>
---	--

## 2. Interpretation / Fortolkning

<p>If the provisions of this agreement are invalid or the provisions cannot be enforced, they shall, unless otherwise specified in the agreement, be replaced by fair negotiation or interpretation by provisions to the extent possible in economic terms set by the Parties, as if that provision was valid and enforceable.</p> <p>This Lending Agreement and Adgangskontrakten shall apply in parallel, but in cases of conflict, the Adgangskontrakten takes precedence over the Lending Agreement, however not in regard to section 21 regarding Liability for damages.</p> <p>The documents forming this Lending Agreement are to be taken as mutually explanatory of one another. For purpose of interpretation and in case of any dispute, the Agreement precedes the Annexes.</p> <p>For the sake of clarity, the Danish version of this Lending Agreement is only instructive compared to the English version which is the applicable agreement.</p>	<p>Hvis en eller flere af aftalens bestemmelser viser sig at veere ugyldige eller viser sig ikke at kunne handhseves, skal de, hvor andet ikke fremgar af aftalen, ved loyal forhandling eller fortolkning erstattes af bestemmelser, der sa vidt muligt stiller Parteme økonomisk, som var de pageeldende bestemmelser gyldige og mulige at handhseve.</p> <p>Neerveerende Udlansaftale og Adgangskontrakten finder parallel anvendelse, men i tilfælde af uoverensstemmelse har Adgangskontrakten forrang frem for Udlansaftalen, dog ikke i forhold til afsnit 21 vedrerende erstatningsansvar.</p> <p>Dokumenterne, som udger denne Udlansaftale, skal betragtes som gensidigt atklarende. I forbindelse med fortolkning og ved eventuelle tvister har Aftalen forrang frem for Bilagene.</p> <p>Neerveerende danske version af Udlansaftalen er kun af oplysende karakter, sammenlignet med den engelske version, som er den geeldende aftale.</p>
---	---

### 3. Rights / Rettigheder

<p>Ownership of the Loaned remains with Banedanmark throughout the lending period and the Stakeholder only acquires the right to use the Loaned and only for the duration of the Lending Period.</p>	<p>Banedanmark beholder ejendomsretten til det Unte under hele udlansperioden, mens Jernbanevirksomheden kun erhverver sig brugsretten til det Unte og kun under selve udlansperioden.</p>
<p>Ownership applies to all parts of the Loaned, including new/repared components that the Stakeholder mounts during the lending period to replace failed/womout components unless otherwise stated in this Lending Agreement of Section 19.</p>	<p>Ejendomsretten gælder alle dele af det Lante, herunder nye/reparerede komponenter, der er blevet udskiftet af Jernbanevirksomheden i løbet af udlansperioden i forbindelse med udskiftning af adelagte/slidte komponenter, medmindre andet fremgår af ruerveerende Udlansaftale, jf. afsnit 19.</p>
<p>The Stakeholder only has the right to use the Loaned to the extent that this is in accordance with this Lending Agreement.</p>	<p>Jernbanevirksomheden bar kun ret til at benytte det Unte i overensstemmelse med betingelserne i denne Udlansaftale.</p>
<p>During the lending period Banedanmark gives the Stakeholder license to use the Loaned in accordance with the usage rights in accordance with the Delivery Agreement, see Section 22 (Rights in Documentation and Software).</p>	<p>I udlansperioden giver Banedanmark således Jernbanevirksomheden tilladelse til at benytte det Lante i overensstemmelse med brugsrettighedeme angivet i Leveringsaftalen, se afsnit 22.</p>
<p>The Stakeholder is obligated to comply with all laws and government regulations in connection with the use or possession of the Loaned. The Stakeholder is also obligated to not use the Loaned illegally.</p>	<p>Jernbanevirksomheden forpligter sig til at overholde samtlige love og offentlige regler i forbindelse i:ned brugen eller besiddelsen af det Lunte. Jernbanevirksomheden bar ligeledes pligt til ikke at benytte det Lante ulovligt.</p>
<p>The Stakeholder is only entitled to rent, lend, sell or otherwise transfer the Loaned or leave its use to others with the written consent of Banedanmark. The new user must enter into and assume all rights and obligations in the agreements that the Stakeholder has entered into in connection with this Lending Agreement. If the new user does not sign these agreements the Stakeholder is responsible for the removal and return of the Loaned to Banedanmark in working order.</p>	<p>Jernbanevirksomheden er kun berettiget til at udleje, udlane, seelge eller pa anden made overdrage det Lante eller overlade brugen heraf til en tredjepart efter skriftligt samtykke fra Banedanmark. Den nye bruger er forpligtet til at indtrede i og overtage alle rettigheder og forpligtelser i de aftaler, som Jernbanevirksomheden bar indgaet i forbindelse med Udlansaftalen. Hvis den nye bruger ikke indgar i disse aftaler, er Jernbanevirksomheden ansvarlig for at afmontere og tilbagelevere det Unte i funktionsdygtig tilstand til Banedanmark.</p>
<p>Notwithstanding any other provision in this clause, on termination of the Stakeholder's concession agreement for whatever reason, the the Loaned used by the Stakeholder to comply with</p>	<p>Ved koncessionsaftalens opher og uanset eventuelle andre bestemmelser skal det Lante, som Jernbanevirksomheden benytter til opfyldelse af koncessionsaftalen, overdrages til enten a) den</p>



the concession agreement shall be transferred to either a) the subsequent operator (or one of the subsequent operator selected company) or b) the Danish State (or one of state chosen company) according to the concession agreement or c) Stakeholder purchases the the Loaned Equipment for the residual value, jf. Annex 3 Valuation of the Loaned and depreciation model.

If the Stakeholder wants to move a GSM-R Voice Onboard Device to another of the Stakeholder' owned, rented or leased Rolling Stock units, Banedanmark is to be notified in writing before the transfer takes place. In this context, it shall indicate which specific vehicle the equipment will be installed in.

The Stakeholder is only permitted to make changes to the Loaned to the extent entitled in this Lending Agreement.

efterfølgende operater (eller et af den efterfølgende operater valgt selskab) eller b) Staten (eller et af Staten valgt selskab) i henhold til koncessionsaftalen eller c) Jernbaneverksamheden keber det Lante til restverdien, jf. bilag 3 Veerdi af det lante og afskrivningsmodel.

Hvis Jernbaneverksamheden ønsker at flytte en Ombordenhed til andet Rullende Materiel ejet, lejet eller leaset af Jernbaneverksamheden, skal Banedanmark orienteres herom skriftligt, inden flytningen sker. I den forbindelse skal det angives, hvilket specifikt keretej udstyret vii blive installeret i.

Jernbaneverksamheden har kun ret til at foretage eendringer i det Lante, for sA vidt dette er hjemlet i neerveerende UdlAnsafte.

#### 4. Use / Benyttelse

The Stakeholder shall treat the Loaned properly at all times.

The Stakeholder may not use the Loaned for any commercial purpose, hereunder free traffic, other than in relation to the Stakeholder's obligations regarding public service traffic in Denmark.

Use of the Loaned to overcome obstacles to traffic flow, such as the transport of degraded Rolling Stock is not considered "other commercial purposes".

Notwithstanding any other provision in this clause, the Stakeholder is entitled to use trains that have Banedanmark owned equipment installed in them for other commercial purposes, including commercial traffic that is not financed by public funds ("free traffic"), to the extent that such activities are permitted by Banedanmark on the basis of a specific written assessment to the Stakeholder .. Such use requires the payment of

Jernbaneverksamheden skal til enhver tid behandle det Lante forsvarligt.

Jernbaneverksamheden ma ikke benytte det Lante til andre kornmercielle formal, herunder fri trafik, end udførelsen af Jernbaneverksamhedens forpligtelser i forbindelse med offentlig servicetrafik i Danmark.

Benyttelse af det Unte med henblik pA at overkomme forhindringer for den trafikale afvikling sasom transport af nedbrudt Rullende Materiel falder ikke ind under "andre kommercielle formal".

Uanset eventuelle andre bestermelser er Jernbaneverksamheden dog berettiget til at benytte tog, hvori der er installeret Banedanmark-ejet udstyr, til andre kommercielle formal - herunder kommerciel trafik der ikke er finansieret af offentlige midler ("fri trafik") - i det omfang sadanne aktiviteter tillades af Banedanmark efter en konkret skriftlig vurdering, som tilgar Jernbaneverksamheden. . En sAdan benyttelse

<p>rent for the use of the Loaned for every kilometer that the Stakeholder drives in "free traffic". The Stakeholder shall also pay for use of the Loaned during "empty running", if the empty running is connected to Stakeholder's performance of free traffic. The rent is calculated based on a unit price per train kilometre per GSM-R Voice Onboard Device that is installed in the Rolling Stock used. This unit price is calculated as the average depreciation of the Loaned per train kilometre, provided that the Stakeholder's trains are used to the extent that is subject to the fulfilment of the Stakeholder's existing contracts at the time of entering into the Lending Agreement, specifically any agreements between the Stakeholder and any Danish public authority or body, on matters relevant to the Signalling Programme. The rental amount and the detailed calculation are shown in Lending Agreement Annex 4.</p>	<p>forudsetter betaling af leje for brug af det Lante, for hver kilometer som Jembanevirksomheden kører i "fri trafik", Jembanevirksomheden skal også betale for brug af det Lante under tomkersel, hvis tomkerslen er forbundet med Jembanevirksomhedens karsel i "fri trafik". Lejen opgøres på baggrund af en enhedspris per togkilometer per GSM-R Voice Ombordenhed installeret i det anvendte Rullende Materiel. Denne enhedspris er beregnet som den gennemsnitlige afskrivning af det Lante per togkilometer under forudsætning af, at Jembanevirksomhedens tog benyttes i det omfang, som forudsettes til opfyldelse af Jembanevirksomhedens eksisterende aftaler på det tidspunkt Udlånsaftalen indgås, i særdeleshed enhver aftale mellem Jembanevirksomheden og en dansk offentlig myndighed, som omfatter forhold, der er relevante for Signalprogrammet. Lejebelebet og den detaljerede beregning heraf fremgår af Udlånsaftalebilag 4.</p>
<p>If the assumptions for the calculation of the rental amount are changed so that continued use for commercial purposes may involve state aid, Banedanmark is entitled to have the rent amount adjusted.</p>	<p>Safremt forudsætningerne for beregningen af lejebelebet ændres, således at den fortsatte benyttelse til kommercielle formål kan indebære statsstøtte, er Banedanmark berettiget til at kræve lejebelebet justeret.</p>
<p>The rental amount is indexed to the construction index (Byg 42), available at <a href="https://www.statistikbanken.dk/byg42">www.statistikbanken.dk/byg42</a>, once per year. Price adjustment shall be implemented with effect from 1 January of each year (first time on 1 January 2014) and will be based on the latest published version of the index available on 1 January.</p>	<p>Lejebelebet indekseres efter cost index (Byg 42), som er tilgængeligt på <a href="https://www.statistikbanken.dk/byg42">www.statistikbanken.dk/byg42</a>, en gang hvert kalenderår. Prisjusteringen skal implementeres med virkning fra 1. januar hvert kalenderår (første gang den 1. januar 2014) og skal baseres på den seneste offentliggjorte version af indekset til rådighed den 1. januar.</p>
<p>The purpose of the rental amount is to ensure that the use of the Loaned for other commercial purposes cannot be considered as State aid to the Stakeholder.</p>	<p>Hensigten med lejebelebet er at sikre, at brug af det Lante til andre kommercielle formål ikke kan betragtes som statsstøtte til Jernbanevirksomheden.</p>

## 5. Delivery and installation / Levering og installering

<p>The Loaned has been delivered and installed in the Stakeholder's Rolling Stock. The Supplier has, according to the Delivery Agreement, been</p>	<p>Det Lante er blevet leveret og installeret i Jembanevirksomhedens Rullende Materiel. Leverandøren har, i overensstemmelse med</p>
--	--

responsible for the installation of the Loaned in the Stakeholder's Rolling Stock.

The installation was completed for each GSM-R Voice Onboard Device, when the Loaned was installed or implemented into the Stakeholder's Rolling Stock and any relevant tests had been accepted by Banedanmark-

If the Stakeholder chooses to uninstall a GSM-R Voice Onboard Device, the Lending Agreement is terminated for the uninstalled device, as described in Section 26.1.

If the Stakeholder subsequently installs a new GSM-R Voice Onboard Device in the Rolling Stock, it is done at the Stakeholder's own cost and risk, and the new GSM-R Voice Onboard Device is not covered by this agreement.

Leveringsaftalen, veeret ansvarlig for installationen og tilslutningen af det Lante Jernbanevirksomhedemes Rullende Materiel. i

Installeringen er afsluttet for hver enkelt GSM-R Voice Ombordenhed, da det Lante var installeret eller implementeret i Jernbanevirksomhedens Rullende Materiel og enhver relevant test var accepteret af Banedanmark.

Hvis Jernbanevirksomheden vælger at afinstallere en GSM-R Voice Ombordenhed, ophæver Udlansaftalen for den afinstallerede enhed som beskrevet i afsnit 26.1.

Installerer Jernbanevirksomheden efterfølgende en ny GSM-R Voice Ombordenhed i det Rullende Materiel, sker dette for Jernbanevirksomhedens egen regning og risiko, og den nye GSM-R Voice Ombordenhed er derfor ikke omfattet af nærværende aftale.

## 6. Access to the Loaned / Adgang til det Lånte

The Stakeholder has an obligation to allow Banedanmark, the Danish Transport Authority [Trafikstyrelsen] and other authorities responsible for issues on the safety of Rolling Stock, access to inspect the Loaned during the lending period. The Stakeholder is obligated to give Banedanmark, the Danish Transport Authority and the other aforementioned authorities access to the Rolling Stock, sites and premises where the Loaned is located, access to documents and files/databases on the Rolling Stock that has the Loaned installed and data on the Loaned such as mentioned in Section 11 as well as documentation for any systems interfacing with the Loaned.

Banedanmark is to be notified by Stakeholder if Stakeholder is requested to give access to the Loaned by the above mentioned parties, except from Banedarunark.

Jernbanevirksomheden har pligt til at give Banedanmark, Trafikstyrelsen og andre myndigheder, som varetager sikkerheden med det Rullende Materiel, adgang til at inspicere det Lante i udlansperioden. Jernbanevirksomheden er forpligtet til at give Banedanmark, Trafikstyrelsen og de øvrige nævnte myndigheder adgang til det Rullende Materiel, områder og lokaliteter, hvor det Lante befinder sig, adgang til dokumenter og mapper/databaser om det Rullende Materiel, der har det Lante installeret og data om det Lante som angivet i afsnit 11 samt dokumentation\* for systemer, der interfacer med det Lante

Banedanmark skal underrettes af Jernbanevirksomheden, hvis den af de ovenfor nævnte myndigheder (med undtagelse af Banedanmark), anmodes om at give adgang til det Lante.

## 7. Permits and certifications/training / Tilladelser og certificeringer/uddannelse

### 7.1 Permits / Tilladelser

<p>The Stakeholder shall at all times cooperate with the Danish Transport Authority and other relevant authorities regarding the use of the Loaned and provide the authorities with the information on the Loaned as they may require.</p>	<p>Jernbanevirksomheden skal til enhver tid samarbejde med Trafikstyrelsen og andre relevante myndigheder omkring brugen af det Lante og give myndighederne den information om det Lante, som myndighederne måtte kræve.</p>
--	--

### 7.2 Personnel qualifications / Medarbejderkvalifikationer

<p>The Stakeholder is responsible for the Stakeholder's personnel possessing the necessary qualifications to operate, repair and/or maintain the Loaned, and that the Stakeholder's personnel possess the necessary certifications and/or licenses to operate/repair/maintain the Loaned. The Stakeholder must bear its own internal costs related to training and/or updated training of staff (i.e. wages to their employees and other internal staff related costs).</p>	<p>Jernbanevirksomheden er ansvarlig for, at Jernbanevirksomhedens medarbejdere besidder de nødvendige kvalifikationer for at benytte, reparere og/eller vedligeholde det Lante, og at Jernbanevirksomheden medarbejdere besidder de nødvendige certificeringer og/eller licenser til at benytte/reparere/vedligeholde det Lante. Jernbanevirksomheden skal påtage sig alle interne omkostninger relateret til uddannelse og/eller efteruddannelse af medarbejdere (eksempelvis løn til medarbejdere og andre interne mandskabsrelaterede omkostninger).</p>
---	--

## 8. Collaboration / Samarbejde

### 8.1 Exchange of Information / Udveksling af information

<p>Both Parties are obligated to inform each other without delay on matters of importance to this Lending Agreement and the use of the Loaned, including information on matters of importance to safety, etc.</p>	<p>Begge Parter er forpligtet til at orientere hinanden uden ugrundet ophold om forhold af betydning for nærværende Udlansaftale og benyttelse af det Lante, herunder information om forhold af betydning for sikkerhed mv.</p>
<p>Relevant information, particularly from the Supplier, must be disclosed to the other Party without undue delay. The Parties shall also inform each other without delay on all matters relating to the other Party's rights or obligations under this Lending Agreement.</p>	<p>Relevant information – i særdeleshed information fra Leverandøren – skal videregives til den anden Part uden ugrundet ophold. Parterne skal ligeledes uden ugrundet ophold informere hinanden om alle forhold, der vedrører den anden Parts rettigheder eller forpligtelser i henhold til nærværende aftale.</p>

<p>The obligation to share information also involves sharing information with other Stakeholders. It is Banedanmark's responsibility to facilitate this.</p>	<p>Forpligtelsen til at dele information indebærer ligeledes deling af information med andre Jernbanevirksomheder. Banedanmarks har ansvar for at facilitere dette.</p>
<p>If a Party becomes aware of a breach of any of the Supplier's warranties regarding the agreed deliverables (e.g. equipment, spare parts, functions or services) in accordance with the Main Contract or Delivery Agreement, they must notify the other Party in writing as soon as possible.</p>	<p>Hvis en Part bliver opmærksom på et brud på nogle af Leveranderens garantier vedrørende de aftalte leverancer (feks. udstyr, lasdele, funktioner eller ydelser) i henhold til Hovedkontrakten eller Leveringsaftalen, skal Parten skriftligt informere den anden Part så hurtigt som muligt.</p>
<p>Any claim for compensation arising on the basis of the warranties must be made against the Supplier as soon as possible and no later than one (1) year after the date on which the Party became aware of the circumstances that resulted in a claim.</p>	<p>Ethvert erstatningskrav, der tager udgangspunkt i garantierne, skal rettes til Leveranderen hurtigst muligt og ikke senere end et (1) år efter den dato, hvor Parten blev bekendt med omstændighederne, der afledte erstatningskravet.</p>
<p>Within one (1) month after a Party becomes aware of these circumstances, Banedanmark shall decide if it is Banedanmark or the Stakeholder (using delegation rights mentioned in Section 25) who claims directly the Supplier, unless it is already determined in this Lending Agreement who has the right or the obligation to bring the claim against the Supplier.</p>	<p>Senest en (1) måned efter en Part bliver bekendt med disse omstændigheder, skal Banedanmark beslutte, om det er Banedanmark eller Jernbanevirksomheden (på baggrund af delegationsretten i afsnit 25), der skal rette erstatningskravet overfor Leveranderen, medmindre det allerede i denne Udlansaftale er fastlagt, hvem der har retten eller pligten til at rette kravet.</p>
<p>For example, although not exhaustive, Banedanmark shall disclose as soon as possible the following to the Stakeholder:</p>	<p>Eksempelvis, men ikke udtømmende, skal Banedanmark oplyse Jernbanevirksomheden om følgende:</p>
<ul style="list-style-type: none"> <li>• any changes to the agreements in place between Banedanmark and the Supplier, which has a bearing on this Lending Agreement, see Section 14.1</li> <li>• other stakeholders' claims against the Supplier that have succeeded and that are relevant for the Stakeholder</li> <li>• any matters of importance to the Supplier regarding Banedanmark's ownership of the Loaned</li> </ul>	<ul style="list-style-type: none"> <li>• eventuelle ændringer i aftalekomplekset mellem Banedanmark og Leveranderen, som har betydning for denne Udlansaftale, jf afsnit 14.1</li> <li>• Andre Jernbanevirksomheders succesfulde krav mod Leveranderen og som er relevante for Jernbanevirksomheden</li> <li>• ethvert forhold af betydning for Leveranderen omkring Banedanmarks ejerskab af det Lante</li> </ul>

For example, although not exhaustive, the Stakeholder is to inform Banedanmark as soon as possible of the following:

- any matters of importance to Banedanmark ownership of the Loaned or Banedanmarks system authority.
- if the Stakeholder plans to sell Rolling Stock in which the Loaned is installed or is to be installed.
- any expected breach of contract, every breach or other irregularities in relation to the implementation of the Delivery Agreement. Every breach until "handback" is considered significant to Banedanmark. For example, if the Supplier does not perform maintenance (to the extent that maintenance must be performed by the Supplier).

In principle, Banedanmark will handle the contract management of the Main Contract and Delivery Agreement, unless Banedanmark has delegated or transferred the rights and/or obligations under these contracts to the Stakeholder, see Section 25. For periods where there is a conflict between maintenance rights and warranty rights, Banedanmark, in principle, will handle the contract management, unless otherwise specifically agreed, see Section 25 of this Lending Agreement.

The Stakeholder will handle the contract management of all matters that relate to maintenance, as well as regarding the specific deliverables that the Stakeholder itself will act as the buyer of.

The Stakeholder will manage the day to day administration of the equipment, which includes, among other things, that the Stakeholder must follow the instructions in the user manual, which will be prepared by the Supplier. It is envisaged that the Stakeholder will help with the daily activities of contract management of the Delivery

Eksempelvis, men ikke udtømmende, skal Jembanevirksomheden oplyse Banedanmark om følgende:

- ethvert forhold af betydning for Banedanmarks ejerskab af det Lante eller Banedanmarks systemansvar.
- hvis Jembanevirksomheden planlægger at sælge Rullende Materiel, hvori det Unte er installeret eller skal installeres
- enhver forventet misligholdelse, enhver misligholdelse eller andre uregelmæssigheder i forbindelse med implementeringen af Leveringsaftalen. Enhver misligholdelse indtil "tilbageleveringen" betragtes som væsentlig for Banedanmark. For eksempel hvis Leveranderen ikke udfører vedligeholdelse (således at vedligeholdelse skal varetages af Leveranderen).

Banedanmark vil som udgangspunkt varetage kontraktstyring af Hovedkontrakten og Leveringsaftalen, medmindre Banedanmark har delegeret eller overdraget rettigheder og/eller pligter under disse kontrakter til Jembanevirksomheden, jf afsnit 25. I perioder hvor der er uoverensstemmelse mellem vedligeholdsrettigheder og garanterede rettigheder, vil Banedanmark, som udgangspunkt, varetage kontraktstyringen, med mindre der foreligger en anden aftale, jf. afsnit 25 i nærværende Udlansaftale.

Jembanevirksomheden vil varetage kontraktstyringen af alle forhold som relateret til vedligeholdelse samt de forhold, der vedrører de specifikke leverancer, som Jembanevirksomheden selv keber.

Jembanevirksomheden skal varetage den daglige administration af udstyret, hvilket bl.a. indebærer, at Jembanevirksomheden skal følge instrukserne i brugermanualen, der vil blive udarbejdet af Leveranderen. Det påregnes, at Jembanevirksomheden vil bidrage med daglige aktiviteter til kontraktstyring af Leveringsaftalen,

Agreement, because the equipment is in the Stakeholder's Rolling Stock. For example, issuance of claims towards the Supplier.	fordi udstyret er installeret Jembanevirksomhedens Rullende Materiel. For eksempel udstedelse af krav rettet mod Leveranden.
---	--

## 8.2 Especially regarding the request for information / Seerligt vedrørende anmodning om information

<p>Banedarunark can send the Stakeholder a request for information to get additional information that is necessary for Banedarunark to be able to meet its obligations to the Supplier. In the request for information, Banedanmark must state the required information and purpose of it, and the Stakeholder must disclose when the information is to be provided. The Stakeholder is to provide Banedanmark with the information they seek without delay, but no later than 14 (fourteen) working days from the date the Stakeholder receives the request. If the required information is of such a scale or complexity that it cannot be sent to Banedarunark by the set deadline, the Stakeholder must inform Banedanmark of this and they must inform Banedanmark when the information will be provided.</p> <p>The Stakeholder is liable for damages cf. Section 21 arisen from an answer to the Request for Information that the Stakeholder should be aware of is not correct, but the Stakeholder has provided to Banedanmark anyway.</p>	<p>Banedarunark kan sende Jembanevirksomheden en anmodning om information, for at få yderligere oplysninger, som er nødvendige, for at Banedarunark er i stand til at opfylde sine forpligtelser overfor Leveranden. I anmodningen om information skal Banedanmark angive de krævede oplysninger og formålet med dem, og Jembanevirksomheden skal angive hvornår oplysningerne vil blive leveret. Jembanevirksomheden skal overlevere de anmodede oplysninger uden ugrundet ophold, og ikke senere end 14 (fjorten) Arbejdsdage fra den dato, hvor Jembanevirksomheden modtog anmodningen om information. Hvis den anmodede information er af et sådan omfang eller kompleksitet, at det ikke kan blive sendt til Banedarunark indenfor den fastsatte tidsfrist, skal Jembanevirksomheden meddele dette til Banedanmark og angive, hvornår oplysningerne vil blive leveret.</p> <p>Jembanevirksomheden er ansvarlig for skader, jf. afsnit 21, der afstedkommer af et svar på en anmodning om information, som Jembanevirksomheden burde være vidende om ikke er korrekt, men som Jembanevirksomheden desuagtet videregav.</p>
---	--

## 8.3 Confidentiality / Fortrolighed

<p>The Parties and their employees are obliged to keep any knowledge and information confidential that is subject to the confidentiality provisions in the Main Contract and Delivery Agreement, which the Parties become aware of in the course of the implementation of this Lending Agreement.</p>	<p>Partene og deres ansatte er forpligtede til at hemmeligholde enhver viden og oplysning, der er omfattet af fortrolighedsbestemmelserne i Hovedkontrakten og Leveringsaftalen, som Partene har fået kendskab til som led i gennemførelsen af denne Udlansaftale.</p>
---	--

<p>Prior to entering into this Lending Agreement, the Stakeholder has signed a non-disclosure agreement (NDA) that, among other things, covers information from the Supplier. This NDA is not dependent on this Lending Agreement. This obligation does not include information that is publicly known or known to the recipient, without it being the result of a Party's breach of their duty of confidentiality, as detailed in the NDA.</p>	<p>Forud for indgåelsen af denne Udlansaftale har Jembanevirksomheden underskrevet en tavshedserklæring (NDA), som bl.a. omfatter information fra Leverandøren. Denne tavshedserklæring er uafhængig af nærværende Udlansaftale. Forpligtelsen omfatter ikke information, som er offentligt kendt eller er kendt af modtageren, uden at dette skyldes en Parts misligholdelse af fortrolighedsforpligtelsen, som nærmere beskrevet i tavshedserklæringen.</p>
---	---

#### 8.4 Document sharing / Dokumentdeling

<p>For sharing documents in relation to any matter concerning this Lending Agreement, the Stakeholder is obligated to use the same system as in the Adgangscontrakten.</p>	<p>Ved deling af dokumenter i forbindelse med nærværende Udlansaftale, er Jembanevirksomheden forpligtet til at benytte det samme system som beskrevet i Adgangscontrakten.</p>
--	---

#### 8.5 Contact details / Kontaktpersoner

<p>For the implementation of the Lending Agreement, each of the Parties designates contact people.</p> <p>Lending Agreement Annex 2 contains a list of contact people for each Party. The list should also indicate which people have procuration in relation to this agreement.</p>	<p>Med henblik på gennemførelsen af Udlansaftalen udpeger hver af Partene kontaktpersoner.</p> <p>Udlansaftalebilag 2 indeholder en liste over kontaktpersoner for hver Part. Af listen ska) endvidere fremgå, hvilke personer der har prokura i forhold nærværende aftale.</p>
--	---

### 9. The Parties' collaboration in relation to the Delivery Agreement / Parternes samarbejde i relation til Leveringsaftalen

<p>With respect to all matters in the Delivery Agreement, Banedanmark will handle the dialogue with the Supplier, unless otherwise specifically or by delegation and/or transfer under Section. 25, agreed with the Stakeholder.</p> <p>Banedarunark is in principle required to transfer or delegate any rights or obligations that the</p>	<p>Hvad angår alle forhold i Leveringsaftalen vil Banedanmark varetage dialogen med Leverandøren, medmindre der er indgået en anden aftale med Jembanevirksomheden via delegation og/eller overdrages efter afsnit 25.</p> <p>Banedanmark er som udgangspunkt forpligtet til at overdrage eller delegere rettigheder eller pligter</p>
--	--



<p>Stakeholder might need to secure its business interests. However, Banedanmark will act on at the request of the Stakeholder in relation to the correction of general defects with the GSM-R Onboard Devices, as well as issues concerning Banedanmark's business interests or stakeholder interests.</p>	<p>som Jembanevirksomheden måtte få behov for til at sikre sine forretningsmæssige interesser. Dog behøver Banedanmark handle på vegne af Jembanevirksomheden i relation til rettelse af Voice Onboardsystemet concerning generelle fejl i GSM-R Voice Onboardsystemet samt i forhold, som vedrører Banedanmarks other forretningsmæssige interesser eller andre jembanevirksomheders interesser.</p>
<p>If the Stakeholder does not participate in meetings that the Stakeholder is invited to, or does not respond to requests/enquiries from Banedanmark as part of the Lending Agreement, Banedanmark shall send a written notice to the Stakeholder. If the Stakeholder does not respond in five working days, the Stakeholder thereby accepts that Banedanmark will continue to work on the issues identified without objection from the Stakeholder. The same principle shall apply in case Banedanmark does not participate in meetings that Banedanmark is invited to, or does not respond to requests/enquiries from the Stakeholder as part of the Lending Agreement.</p>	<p>Hvis Jembanevirksomheden ikke deltager i møder, som Jembanevirksomheden er inviteret til eller hvis Jembanevirksomheden ikke besvarer anmodninger fra Banedanmark som del af Udlansaftalen, skal Banedanmark kontakte Jembanevirksomheden skriftligt. Hvis Jembanevirksomheden ikke svarer indenfor 5 (fem) Arbejdsdage, accepterer Jembanevirksomheden, at Banedanmark fortsætter arbejdet i relation til det identificerede problem uden indsigelse fra Jembanevirksomheden. Det samme princip skal gælde, hvis Banedanmark ikke deltager i møder, som Banedanmark er inviteret til og ikke besvarer anmodninger fra Jembanevirksomheden som del af Udlansaftalen.</p>

## 10. Maintenance / Vedligeholdelse

<p>The Stakeholder's maintenance obligation arises from the "Handback".</p>	<p>Jembanevirksomhedens vedligeholdelsespligt opstår som følge af "tilbageleveringen".</p>
<p>The maintenance of the Loaned must be carried out in accordance with the conditions prescribed in the Delivery Agreement and its annexes, as well as in the Supplier's maintenance requirements and furthermore in accordance with the requirements on labour clauses and CSR set out in annex 6.</p>	<p>Vedligeholdelsen af det Lante skal udføres i overensstemmelse med de vilkår, som er fastsat i Leveringsaftalen og de tilhørende bilag, samt i Leverandørens angivne krav til vedligeholdelse og i øvrigt i overensstemmelse med de i bilag 6 angivne krav til arbejdsklausul og CSR.</p>
<p>The Stakeholder has, see clause 24.2 of the Delivery Agreement, the option to enter into a separate Delivery Agreement regarding maintenance.</p>	<p>Jembanevirksomheden har mulighed for at indgå en separat leveringsaftale om vedligeholdelse, jf afsnit 24.2 i Leveringsaftalen.</p>
<p>Banedanmark is not responsible for the maintenance of the Loaned. The Stakeholder cannot make Banedanmark liable for damages for</p>	<p>Banedanmark er ikke ansvarlig for vedligeholdelse af det Lante. Jembanevirksomheden kan ikke</p>

defects, omissions or delays (regardless of the nature of the defect, omission or delay) in relation to the maintenance of the Loaned, whether the maintenance is carried out by the Supplier or the Stakeholder itself. The Stakeholder shall make any claim against the Supplier directly against the Supplier via the rights transferred or delegated from Banedanmark as described in section 25. Banedanmark has the right to delegate and/or transfer the rights and obligations under the Main Contract and Delivery Agreement, and shall transfer , as described in Section 25, so the Stakeholder will be able to pursue any claims against the Supplier that the Stakeholder may have in respect of the Supplier's maintenance.

**If the Stakeholder assumes responsibility for the maintenance of an GSM-R Voice Onboard Device covered by this Lending Agreement, the Stakeholder is obligated at their own expense to perform maintenance on the GSM-R Voice Onboard Device in accordance with the Supplier's maintenance instructions and good professional standards, so that the value of the GSM-R Voice Onboard Device is not reduced beyond normal wear and tear. The Stakeholder also bears the costs of its own employees in connection with maintenance.**

**If the Stakeholder wants to use subcontractors for the performance of maintenance that the Stakeholder is responsible for, the subcontractor complies with the legislation and its employees who perform maintenance must have the necessary professional certificates and ability to work as a subcontractor. The cost for training subcontractors is of no concern to Banedanmark. Banedanmark has the right to conduct audits of a subcontractor's compliance with the requirements.**

Banedanmark erstatningsansvarlig for fejl, defekter, forsejmelser eller forsinkelser (uanset arten af fejlen, defekten, forsermelser eller forsinkelsen) i relation til vedligeholdelse af det Lante, uanset om vedligeholdelse foretages af Leveranderen eller Jernbanevirksomheden selv. Jernbanevirksomheden skal selv rette eventuelle krav mod Leveranderen via rettigheder delegeret fra Banedanmark som beskrevet i Afsnit 25. Banedanmark har ret til at delegere og/eller overdrage rettigheder og forpligtelser under Hovedkontrakten og Leveringsaftalen og en eventuel overdragelse skal foretages som beskrevet i afsnit 25 saledes at Jernbanevirksomheden har mulighed for at gere eventuelle krav mod Leveranderen geeldende i forbindelse med Leverandens vedligeholdelse.

Hvis Jernbanevirksomheden patager sig ansvaret for vedligeholdelsen af en GSM-R Voice Ombordenhed deekket af neerverende Udlansaftale, er Jernbanevirksomheden forpligtet til at udfere vedligeholdelse af GSM-R Voice Ombordenheden for egen regning og i henhold til Leverandens vedligeholdelsesinstruktioner og gode faglige standarder, saledes at veerdien af GSM-R Voice Onboardsystemet ikke forringes ud over normal slid og eelde., Jernbanevirksomheden skal bere alle egne medarbejderomkostninger i forbindelse med vedligeholdelsen.

Hvis Jernbanevirksomheden ønsker at benytte underleveranderer til at udfere vedligehold, som Jernbanevirksomheden er ansvarlig for, at underleveranderen efterlever lovgivningen og de medarbejdere som udfere vedligeholdelsesopgaveme, besidder de nedvendige professionelle certifikater og evnen til at udfere arbejdet som underleverander, Omkostninger til uddannelse af underleveranderer er Banedanmark uvedkommen. Banedanmark har ret til at foretage revision af underleverander, for at sikre efterkommelse af krav.

## 11. Asset and maintenance data, configuration control and error reports / Assets- og vedligeholdelsesdata, konfigurationsstyring og fejlrapportering

### 11.1 Asset and maintenance data / Asset- og vedligeholdelsesdata

<p>The Stakeholder must establish and maintain detailed asset and maintenance data for the Stakeholder's own maintenance system according to Banedanmark's agreed guidelines regarding the Loaned. The guidelines are to be finalized and agreed by both Parties not later than at the end of the first 12 months of entering into this Lending Agreement. The Stakeholder decides how the company's asset data structure should be, but they must send Banedanmark the information regarding the Loaned at a level so Banedanmark can register configurations to LRU level and sparepart level.</p>	<p>Jernbanevirksomheden skal oprette og vedligeholde detaljerede asset- og vedligeholdelsesdata i Jernbanevirksomhedens eget vedligeholdelsessystem henhold til Banedanmarks aftalte retningslinjer for det Unte. Retningslinjerne skal færdiggøres og aftales senest ved afslutningen af de første 12 (tolv) måneder efter denne Udlansaftales indgåelse. Jernbanevirksomheden har selvbestemmelse over virksomhedens assetdata-struktur, men Jernbanevirksomheden har pligt til at sende Banedanmark information vedrørende det Larue, saledes at Banedanmark kan registrere konfiguration på LRU- og reservedelniveau.</p>
<p>The database must contain the following minimum assets- and maintenance data for each component:</p> <ul style="list-style-type: none"> <li>• Item number</li> <li>• Equipment number</li> <li>• Versions data (both software and hardware)</li> <li>• Vehicle No.</li> <li>• Equipment Location in vehicle: (Must be defined for borrowed component, as there may be more of the same component in one vehicle)</li> <li>• Date of insertion of equipmentet in vehicle</li> <li>• Date of equipmentet taken from the vehicle</li> <li>• Error history of equipmentet</li> <li>• Error history of vehicle</li> <li>• The next scheduled review date</li> </ul>	<p>Databasen skal som minimum indeholde følgende asset- og vedligeholdelsesdata for hver komponent:</p> <ul style="list-style-type: none"> <li>• Komponentnummer</li> <li>• Udstyrsnummer</li> <li>• Versionsdata (bade for software og hardware)</li> <li>• Keretejnummer</li> <li>• Placeringen af udstyret i keretejet (skal defineres for lante komponenter, da der kan veere flere eksemplarer af samme komponent i samme keretej)</li> <li>• Dato for installation af udstyret i keretejet</li> <li>• Dato for fjemelse af udstyret fra keretejet</li> <li>• Udstyrets fejlhistorik</li> <li>• Keretejets fejlhistorik</li> <li>• Dato for næste planlagte eftersyn</li> </ul>
<p>When recording information related to vehicle number, the number shall be so detailed that it accurately identifies which specific vehicle is involved. The whole vehicle number should be</p>	<p>Nar der registreres information knyttet til et keretejnummer, skal keretejnummeret registreres sa præcist, at det specifikke keretej kan identificeres. Hele keretejnummeret skal registreres (fx SA8150, SE4111 osv.).</p>

<p>described (i.e. for example. SAS150, SE4111 and the like).</p> <p>The Stakeholder must keep a detailed maintenance log that on a component and PCB/LRU level indicates a specific date and nature of any successful maintenance or repair activity that is carried out, including replacement of components.</p>	<p>Jembaneverksamheden skal fare en detaljeret vedligeholdelseslog, som på PCB/LRU-niveau angiver dato og art af enhver gennemført vedligeholdelses- eller reparationsaktivitet, inkl. udskiftning af komponenter.</p>
<p>The Stakeholder shall also instruct the Supplier to collect the data the Stakeholder does not have access to, for example repair data, through the Maintenance Agreement.</p>	<p>Jembaneverksamheden skal desuden pålægge Leverandøren at indsamle de data, som Jembaneverksamheden ikke selv har adgang til, fx reparationsdata, via Vedligeholdelsesaftalen.</p>
<p>The Stakeholder is obligated upon request to report on the Loaned's maintenance status and maintenance history according to above mentioned agreed guidelines and formats, and is required upon request to allow Banedanmark access to the Stakeholder's detailed asset and maintenance data as necessary.</p>	<p>Jernbaneverksamheden er forpligtet til på anfordring at rapportere om det Lantes vedligeholdelsesstatus og -historik i overensstemmelse med de af Parterne fastsatte retningslinjer og formater og er forpligtet til på forespørgsel at give Banedanmark adgang til Jembaneverksamhedens detaljerede asset- og vedligeholdelsesdata hvis nødvendigt,</p>
<p>The Stakeholder is obligated every 12 months to submit a general orientation to Banedanmark on matters relating to asset management.</p>	<p>Jembaneverksamheden har pligt til hver 12. måned at sende en samlet orientering til Banedanmark om forhold vedrørende asset management.</p>
<p>The Stakeholder must annually disclose how many loaned devices are in the Stakeholder's possession and whether they are operational.</p>	<p>Jembaneverksamheden har pligt til årligt at oplyse, hvor mange af de lante enheder Jernbaneverksamheden er i besiddelse af, og hvorvidt de er funktionsdygtige.</p>

## 11.2 Configuration control / Konfigurationsstyring

<p>The Stakeholder must ensure that configuration control is performed on the Loaned.</p>	<p>Jembaneverksamheden skal sikre, at der udføres konfigurationsstyring af det Lante.</p>
<p>The Stakeholder is obligated to allow Banedanmark to audit the data collected to ensure it meets the requirements.</p>	<p>Jembaneverksamheden er forpligtet til at lade Banedanmark auditere de indsamlede data for at sikre, at alle krav hertil er opfyldt.</p>

### 11.3 Reporting errors / Indberetning af fejl

<p>The Stakeholder must give data to Banedanmark on all errors that occur during the use of the Loaned within 1 month after the error was detected (Errors that occur during operation is to be reported via the ITSM-System chosen by Banedanmark, currently RDS).</p>	<p>Jernbanevirksomheden er forpligtiget til at indsende alle data om fejl som forekommer ved brug af det Lante indenfor 1 måned efter fejlen blev opdaget (Fejl under drift indberettes via Banedanmarks valgte ITSM-System, som på nuværende tidspunkt er RDS).</p>
<p>Banedarunark will handle the enforcement against the Supplier of Main Contract's and Delivery Agreement's provisions on Service Level Goals with contributions from the Stakeholder in the form of data as mentioned above, unless this is delegated to the Stakeholder, see Section 25.</p>	<p>Banedanmark vil varetage håndhevelsen over for Leverandøren af Hovedkontraktens og Leveringsaftalens bestemmelser om Service Level Goals med bidrag fra Jernbanevirksomheden i form af data som nævnt ovenfor, med mindre dette er delegeret til Jernbanevirksomheden, jf. Afsnit 25.</p>

## 12. Documentation / Dokumentation

<p>The Stakeholder has the right to obtain documentation on the Loaned from Banedanmark as described in the Main Contract and Delivery Agreement.</p>	<p>Jernbanevirksomheden har ret til at få dokumentation vedrørende det Lante fra Banedanmark som beskrevet i Hovedkontrakten og Leveringsaftalen.</p>
<p>During the lending period, the Stakeholder may only use the documentation to fulfil its obligations in accordance with the Lending Agreement, and the Main Contract and Delivery Agreement, also see Section 3 of this Lending Agreement.</p>	<p>I udlansperioden må Jernbanevirksomheden kun bruge dokumentationen til at udføre sine forpligtelser i henhold til Udlansaftalen, Hovedkontrakten og Leveringsaftalen, se afsnit 3 i nærværende Udlansaftalen.</p>

## 13. Modifications to the Loaned / Ændringer i det Lånte

<p>The Stakeholder is only entitled to make modifications to the Loaned if it is expressly entitled to in this Lending Agreement. In addition, a modification of the Loaned can only be carried out after the Stakeholder has obtained Banedanmark's written consent.</p>	<p>Jernbanevirksomheden er kun berettiget til at foretage ændringer i det Lante, hvis dette er udtrykkeligt hjemlet i Udlansaftalen. Jernbanevirksomheden har i øvrigt kun ret til at foretage ændringer i det Lante med Banedarunarks skriftlige samtykke.</p>
<p>Upon obsolescence of components in the Loaned, Banedarunark is obligated to involve the Stakeholder in the decision on selecting a new product as a replacement for the component.</p>	<p>Ved foreldelse af komponenter i det Lante, er Banedanmark forpligtet til at involvere Jernbanevirksomheden i beslutningsprocessen om udvælgelsen af en ny komponent som erstatning.</p>

<p>Banedarunark shall inform the Stakeholder of decisions that Banedarunark has taken in relation to Obsolescence Management as soon as the decision is taken.</p>	<p>Banedarunark skal informere Jernbanevirksomheden om Banedarunarks beslutning i forbindelse med handling af foreldelse hurtigst muligt efter en beslutning er truffet.</p>
<p>Apart from the above, modifications and the installation of new software versions is only to take place by arrangement with Banedanmark. The Stakeholder is obligated to accept, participate in and pay for the rollout of the modification, including the installation and tests of the new software version. No later than 14 days after Stakeholder has received message about modifications or new software, shall the Stakeholder present a plan for the rollout, unless a separate agreement is in place. The Stakeholder must not, without compelling reasons, delay the installation of new software versions.</p>	<p>Udover ovenstående må modifikationer og installering af ny software kun foretages efter aftale med Banedarunark. Jernbanevirksomheden er forpligtet til at acceptere, deltage i og betale for udrulningen af modificeringen, inklusive installationen og tests af den nye softwareversion. Senest 14 dage efter at Jernbanevirksomheden har fået meddelelse om modifikationer eller ny software, skal Jernbanevirksomheden forelægge en plan for udrulningen, medmindre andet seerskilt aftales. Jernbanevirksomheden må ikke uden tvingende grunde udsette installeringen af nye softwareversioner.</p>
<p>Banedarunark can instruct the Stakeholder to arrange other modifications to the GSM-R Voice Onboard Devices. These modifications can be due to safety or changes necessary to maintain compatibility with the Banedarunark infrastructure (mainly GSM-R network and radio environment). This could for example cover changes to filters or new filters due to interference from public 3G/4G networks. It could also be relevant for covering changes enforced by new norms and standards (Telecommunications, IT security, Fire protection etc.). Banedanmark shall pay for the development and approval of the system change in the GSM-R radio, while the Stakeholder shall pay the cost of purchasing new components and deployment of such changes.</p>	<p>Banedarunark kan pålægge Jernbanevirksomheden at foranstalte evrige ændringer i GSM-R Voice Ombordenhederne. Disse ændringer kan være begrundet i sikkerhed eller ændringer, som er nødvendige for at opretholde kompatibilitet med Banedarunarks infrastruktur (navnlig GSM-R netværk- og radiomiljø). Dette kunne for eksempel indebære modificering eller udskiftning af filtre på grund af interferens fra offentligt 3G/4G-netværk. Det kan også være relevant i forbindelse med dækning af ændringer som følge af nye normer og standarder (telekommunikation, IT-sikkerhed, beskyttelse mod brandsikring m.fl.). Banedanmark skal betale for udviklingen og godkendelsen af systemændringer i GSM-R-radioen, mens Jernbanevirksomheden skal betale for omkostningerne forbundet med køb og udrulning af sådanne ændringer.</p>

## 14. Amendments to the agreements in place/ .!Endringer i Udlåusaftalen

### 14.1 Amendments to the agreement in place between Banedanmark and the Supplier / .tEndring i aftalekomplekset mellem Banedanmark og Leveranderen

<p>Banedarunark is entitled to make amendments to the agreement in place between Banedanmark and the Supplier. If Banedarunark wants to make amendments to the Delivery Agreement, Banedarunark is obligated to involve the Stakeholder.</p>	<p>Banedarunark er berettiget til at gennemføre ændringer i aftalekomplekset mellem Banedanmark og Leveranderen, Hvis Banedanmark ønsker ændringer i Leveringsaftalen, har Banedanmark pligt til at inddrage Jernbanevirksomheden.</p>
<p>If the Stakeholder wants to make amendments to the agreements in place with the Supplier, the Stakeholder shall make a request to Banedanmark thereof.</p>	<p>SMremt Jernbanevirksomheden ønsker ændringer i aftalekomplekset med Leveranderen, skal Jernbanevirksomheden anmode Banedanmark herom.</p>

### 14.2 Amendments to the Lending Agreement in general / .tEndring i Udlåusaftalen i evrigt

<p>This agreement between Banedarunark and the Stakeholder can be amended by annexes if the Parties reach an agreement on this. Both Parties can take the initiative for amendments. The terms of the amendment shall prevail if there is any conflict, discrepancy or ambiguity between the amendment and this agreement.</p>	<p>Denne aftale mellem Banedanmark og Jernbanevirksomheden kan suppleres af tilleg, såfremt Parterne når til enighed herom. Begge Parter kan tage initiativ til indgåelse af tilleg. Betingelser angivet i tilleg gAr forud for nærværende aftale, hvis der opstår konflikt, uoverensstemmelse eller tvetydighed.</p>
<p>Save and to the extent expressly provided in the amendment, this agreement shall remain in full force and effect.</p>	<p>Nærværende kontrakt forbliver gyldig for så vidt dette er i overensstemmelse med tillegget.</p>
<p>If there is a change in the number of loaned GSM-R Voice Onboard Devices, an amendment to Lending Agreement Annex 1 must be drawn up and signed by both Parties.</p>	<p>Hvis der sker en ændring i antallet af udlånte GSM-R Voice Ombordenheder, skal der udarbejdes et tilleg til Udlåusaftalebilag 1, som underskrives af begge Parter.</p>

## 15. Payment, off-setting and right of retention / Betaling, modregning og tilbageholdelsesret

### 15.1 Payment terms / Betalingsvilkår

<p>The Stakeholder does not pay for the use of the Loaned.</p>	<p>Jernbanevirksomheden betaler ikke for brugen af det Lånte.</p>
<p>Charges for activities or otherwise that the Stakeholder, in accordance with this Lending Agreement, is obligated to pay as part of the implementation of the Lending Agreement will be charged by Banedanmark submitting invoices. Payment must be made to Banedanmark as described on the invoice within 30 days of the invoice date.</p>	<p>Opkrævning af betaling for aktiviteter eller andet, som Jernbanevirksomheden i henhold til Udlansaftalen er forpligtet til at betale som led i aftalens gennemførelse, vil blive opkrævet ved fremsendelse af fakturaer fra Banedanmark. Betaling skal ske til Banedanmark som beskrevet af den fremsendte faktura senest 30 dage fra fakturadatoen.</p>
<p>If payment to Banedanmark is late, Banedanmark is entitled to demand the default interest from the due date, see the Danish Interest Act Section 5, and until the full amount is paid by the Stakeholder.</p>	<p>Såfremt betaling til Banedanmark ikke sker til forfaldstid, er Banedanmark berettiget til at krevne sædvanlig procesrente fra forfaldsdato, jf. Renteloven § 5, og indtil det fulde beløb er indbetalt af Jernbanevirksomheden.</p>

### 15.2 Off-setting & right of retention / Modregning & tilbageholdelsesret

<p>The Parties are not entitled to off-set against payments or withhold loaned items for claims that a Party may have against the other Party.</p>	<p>Parterne har ikke ret til at modregne betalinger eller tilbageholde det Lånte i forbindelse med krav, som en Part måtte have rettet mod den anden Part.</p>
--	--

## 16. Disruption to Banedanmark's system / Forstyrrelser af Banedanmarks anlæg

<p>If the Stakeholder establishes systems that in any way disrupt the Loaned, Banedanmark shall report this to the Stakeholder. The Stakeholder shall promptly ensure corrective action. By disrupt it means but it is not limited to the electrical noise that can occur, for example, if the system is not properly shielded.</p>	<p>Hvis Jernbanevirksomheden etablerer anlæg, der på nogen måde forstyrrer det Lånte, meddeler Banedanmark Jernbanevirksomheden herom. Jernbanevirksomheden skal straks sikre den nødvendige afhjælpning. Ved forstyrrelse forstås for eksempel, men ikke begrænset til, den elektriske støj, der kan forekomme, eksempelvis hvis anlægget ikke er korrekt afskærmet,</p>
---	---



In cases where the disruption of service to the system is necessary to prevent disruption to train services, Banedanmark can instruct the Stakeholder to temporarily suspend train services of that system until corrective action is taken.

Hvis afbrydelse af anlæggets drift er nødvendig for at hindre forstyrrelse af togdriften, har Banedanmark ret til at instruere Jembaneverksomheden om midlertidigt at indstille togdriften med det pågældende anlæg, indtil sagen er afhjulp

## 17. Defects or deficiencies with the Loaned or the Supplier's services / Fejl eller mangler ved det Lånte eller Leveranderens ydelser

Banedanmark and the Stakeholder agree that the Stakeholder cannot make any claims against Banedanmark in the event of defects or deficiencies with the Loaned or in respect of defects or deficiencies in the Supplier's other services. The Stakeholder cannot claim damages or withhold payments due if the Loaned does not correspond to the Stakeholder's expectations, or may be deemed deficient.

Banedanmark og Jembaneverksomheden er enige om, at Jembaneverksomheden ikke kan rette krav mod Banedanmark i forbindelse med eventuelle fejl eller mangler i det Lånte eller i forbindelse med fejl eller mangler i Leveranderens evrige ydelser. Jembaneverksomheden kan således ikke kræve erstatning eller tilbageholde forfaldne ydelser, hvis det Lånte ikke svarer til Jembaneverksomhedens forventninger, eller må anses for mangelfuldt.

If the Stakeholder finds defects or deficiencies with the Loaned in a warranty period (hereunder e.g. the warranty for EIRENE 8 upgrade) or with the Supplier's services or the Supplier's failure to comply with deadlines of any kind, the Stakeholder must immediately report this to Banedanmark. Banedanmark shall subsequently transfer the Stakeholder's information to the Supplier, unless the obligation to do so has been transferred or delegated to the Stakeholder. If the obligation has been transferred or delegated to the Stakeholder, see Section 25, the Stakeholder must notify this directly to the Supplier and notify Banedanmark no later than the Supplier. Correction of the defect or deficiency must then be made by the Supplier in accordance with the relevant provisions of the Main Contract and Delivery Agreement.

Safretn Jernbaneverksomheden konstaterer fejl eller mangler i det Lånte i lebet af en garantiperiode (herunder eksempelvis EIRENE 8 opgradering) eller i Leveranderens ydelser eller Leveranderens manglende overholdelse af tidsfrister, har Jembaneverksomheden pligt til straks at meddele dette til Banedanmark. Banedanmark skal efterfølgende viderebringe Jembaneverksomhedens information til Leverandere, medmindre denne forpligtelse er blevet overdraget eller delegeret til Jernbaneverksomheden. Hvis forpligtelsen er overdraget eller delegeret til Jembaneverksomheden – se afsnit 25 – skal Jembaneverksomheden informere Leverandere direkte samt underrette Banedanmark herom senest samtidig hermed. Afhjælpning af fejl eller mangler skal foretages af Leverandere i henhold til de relevante bestemmelser i Hovedkontrakten og Leveringsaftalen.

## 18. Compensation and reimbursement paid by the Supplier to Banedanmark regarding the Loaned / Erstatning og godtgørelse udbetalt af Leverandøren til Banedanmark vedrørende det Lånte

<p>If Banedanmark receives compensation (other than penalties) for failures and defects or other breaches concerning the Supplier's services in relation to the Delivery Agreement, the Stakeholder might be entitled to a proportional share of the amount received. The compensation to the Stakeholder due to the Supplier's failures, defects or other breaches of contract is calculated as the Stakeholder's documented, proportional losses of the total documented losses suffered from Banedanmark and all the affected Stakeholders. Banedanmark shall without undue delay after receipt of the payment from the Supplier forward the amount which the Stakeholder is entitled to, cf the above.</p>	<p>Hvis Banedanmark modtager kompensation i form af erstatning (eksklusivt penale sanktioner) for fejl og mangler i Leverandørens ydelser i henhold til Leveringsaftalen, er Jernbanevirksomheden i visse tilfælde berettiget til at modtage en andel af det modtagne beløb. Jernbanevirksomhedens kompensation grundet Leverandørens fejl, mangel eller kontraktbrud beregnes på baggrund af Jernbanevirksomhedens dokumenterede proportionelle tab af det fulde dokumenterede tab lidt af Banedanmark og alle berørte Jernbanevirksomheder. Banedanmark skal uden ugrundet ophold efter modtagelsen af betalingen fra Leverandøren fremsende det beløb, som Jernbanevirksomheden er berettiget til <b>jf</b> ovenstående.</p>
<p>If Banedanmark receives payment for penalties from the Supplier for failures and defects or other breaches concerning the Supplier's services in relation to the Main Contract, the Stakeholder might be entitled to a proportional share of the amount received. The compensation to the Stakeholder in that case shall be calculated based on the number of faults that the Stakeholder has reported to Banedanmark.</p>	<p>Hvis Banedanmark modtager betaling for sanktioner pålagt Leverandøren for fejl og mangler eller andre brud på Leverandørens ydelser i forbindelse med Hovedkontrakten, har Jernbanevirksomheden i visse tilfælde ret til en proportional andel af det betalte beløb. Kompensationen til Jernbanevirksomheden udregnes på grundlag af antallet af fejl, som Jernbanevirksomheden har rapporteret til Banedanmark.</p>

## 19. Liability for Damage, etc. to the Loaned / Erstatningsansvar for skade på det Lånte

<p>The Stakeholder bears the risk of loss, destruction or deterioration (e.g. lack of maintenance) of the Loaned throughout the loan period for whatever reason, including but not limited to theft, deterioration, disappearance and accidental destruction of the Loaned, including force majeure.</p>	<p>Jernbanevirksomheden bærer risikoen for tab, edeleggelse eller forringelse (eksempelvis som følge af mangelfuld vedligeholdelse) af det Lånte i hele udlånsperioden uafhængigt af årsag, inklusive, men ikke udømmende begrænset til, tyveri, forringelse, tab, og adeleggelse grundet ulykkeherunder force majeure.</p>
--	---

<p>If the GSM-R Voice Onboard Device in a Rolling Stock is damaged or lost, the Stakeholder shall immediately notify Banedanmark accordingly and always try to limit the extent of the damage as much as possible. The Stakeholder is obliged to repair or replace such damaged GSM-R Voice Onboard Devices.</p>	<p>Safremt en GSM-R Voice Ombordenhed i et Rullende Materiel bliver beskadiget eller bortkommer, skal Jernbanevirksomheden straks underrette Banedanmark herom og til enhver tid forsege at begrænse skadens omfang mest mulig. Jernbanevirksomheden er forpligtet til at reparere eller udskifte eventuelt edelagte GSM-R Voice Ombordenheder.</p>
<p>If a GSM-R Voice Onboard Device is a) damaged to such an extent that in the Stakeholder's opinion it is not worth repairing or b) if a loaned GSM-R Voice Onboard Device suffers Total Loss - reference the definition - the Stakeholder is obliged to purchase a new GSM-R Voice Onboard Device and should pay any cost due to it including but not limited to scrapping the damaged GSM-R Voice Onboard Device in accordance to applicable legislation. The new purchased GSM-R Voice Onboard Device shall replace the damaged GSM-R Voice Onboard Device and it shall become the property of the Stakeholder and replace the damaged ones. The conditions under the Lending Agreement shall then not apply to the replaced GSM-R Voice Onboard Device.</p>	<p>Safremt en GSM-R Voice Ombordenhed a) bliver beskadiget i et sådant omfang, at det efter Jernbanevirksomhedens vurdering ikke kan betale sig at foretage reparationer eller b) bliver totalskadet - jf. definitionen - er Jernbanevirksomheden forpligtet til at købe en ny GSM-R Voice Ombordenhed og afholde alle omkostningerne hertil, herunder, men ikke begrænset til, omkostningerne til ophugning i henhold til gældende lovgivning. Den nye GSM-R Voice Ombordenhed erstatter da den edelagte GSM-R Voice Ombordenhed og bliver da Jernbanevirksomhedens ejendom og erstatter den beskadigede. Betingelserne under nærværende Udlansaftale vil derefter ikke længere gælde sig gældende for den nye GSM-R Voice Ombordenhed.</p>
<p>Banedanmark must be consulted and shall confirm that it is a case of a Total Loss of the loaned GSM-R Voice Onboard Device. The Lending Agreement is immediately terminated regarding that totally damaged GSM-R Voice Onboard Device.</p>	<p>Banedanmark ska) godkende, at der er tale om en "totalskade" af den lånte GSM-R Voice Ombordenhed. Bliver den lånte GSM-R Voice Ombordenhed totalskadet, ophører Udlansaftalen tilsvarende omgående for den pågældende enhed.</p>

## 20. Damage caused by the Loaned and Insurance / Skade forårsaget af det Lånte og forsikring

### 20.1 Damage caused by the Loaned / Skader forårsaget af det Lånte

<p>Banedanmark disclaims any liability and any liability as intermediary for product damage to the Stakeholder's stock and property caused by the Loaned. To the extent that Banedanmark incurs product liability to third parties, the Stakeholder is obligated to keep Banedanmark indemnified.</p>	<p>Banedanmark fraskriver sig ethvert ansvar og ethvert ansvar som mellemmand for produktskader på Jernbanevirksomhedens materiel og ejendele, som er forårsaget af det Lånte. I det omfang Banedanmark måtte blive pålagt produktansvar overfor tredjemand, er</p>
---	---

<p>The Stakeholder is obligated to immediately inform Banedanmark and the Supplier if a claim is raised in respect of product damage.</p> <p>If the Loaned was the cause of the damage that leads to a loss for the Stakeholder, which is covered by the Supplier's insurance according to the Main Contract or Delivery Agreement, the Parties agree that the Stakeholder must join Banedanmark's claim for damages from the Supplier according to the Main Contract or Delivery Agreement.</p> <p>The Stakeholder must pay all costs associated with making a claim against the Supplier or third parties.</p> <p>The Stakeholder can only raise a claim for product liability directly against the Supplier and, as the claimant, pursue any claims that the Stakeholder may have against the Supplier due to the Supplier's product liability. Banedanmark should, however, contribute to the extent necessary to bring claims against the Supplier.</p> <p>According to the Delivery Agreement, clause 20.2 the Supplier must be covered by insurance against all relevant general liability including 3rd party liability, professional liability and product liability insurance according to the general rules of Danish law. The minimum limit of the indemnity for the Supplier under the Delivery Agreement shall be equal to DKK. 5 million for any one occurrence or series of occurrences arising from one original cause or event with a yearly minimum limit equivalent to DKK. 20 million. The maximum deductible for any one occurrence shall be equal to DKK. 1 million. The mentioned indemnity frames do not only refer to indemnity cases raised by the Stakeholder, but all indemnity issues raised under the Delivery agreement. If the Supplier fails to renew the insurance or to provide documentation to Banedanmark prior to the expiry, Banedanmark shall obtain an indemnity from the insurance.</p>	<p>Jernbanevirksomheden forpligtet til at holde Banedanmark skadesles,</p> <p>Jernbanevirksomheden er forpligtet til straks at give Banedanmark og Leveranderen besked, safremt der er rejst et krav i anledning af produktskade.</p> <p>Hvis det Lante matte forarsage en skade, der medferer tab hos Jernbanevirksomheden, som er dekket af Leveranderens forsikring under Hovedkontrakten eller Leveringsaftalen, er Parterne enige om, at Jernbanevirksomheden skal indtreede i Banedanmarks krav pa erstatning fra Leveranderen efter Hovedkontrakten eller Leveringsaftalen.</p> <p>Jernbanevirksomheden skal selv afholde alle omkostninger, der er forbundet med at gere et krav geeldende overfor Leveranderen eller tredjemand. Jernbanevirksomheden kan alene rette krav om produktansvar direkte mod Leveranderen og skal som skadelidt saledes selv forfelge eventuelle krav, som Jernbanevirksomheden matte have mod Leveranderen pga. Leveranderens produktansvar. Banedanmark skal dog medvirke i det omfang det er nedvendigt for at gere krav geeldende overfor Leveranderen.</p> <p>Ifølge Leveringsaftalens afsnit 20.2 skal Leverandaren veere dekket af en forsikring mod enhver form for generelt erstatningsansvar inklusive tredjemandsansvar, professionelt erstatningsansvar og produktansvar i henhold til geeldende dansk lovgivning. Den nedre greense for godtgerelsen for Leveranderen under Leveringsaftalen udger DKK. 5 millioner for enhver heendelse eller serie af heendelser opstaet med samme arsa og med et arligt minimum pa DKK. 20 millioner. Den maksimale fradragsberettigelse for en enkelt heendelse udger DKK. 1 million. Ovenstaende godtgerelsesrammer refererer ikke til godtgerelsessager rejst af Jernbanevirksomheden, men alle under godtgerelsesspergsmal under Leveringsaftalen.</p> <p>Hvis Leveranderen ikke fomyer forsikringen eller dokumentation til Banedanmark of the insurance, Banedanmark skal Banedanmark</p>
Lending Agreement -GSM-R Voice Onboard Equipment	Page 28 of 43

<p>equivalent insurance on behalf of the Supplier, unless the Supplier renews the insurance within 5 Business Days after Banedanmark has submitted at notice to the Supplier stating that the Banedanmark otherwise will obtain insurance on behalf of the Supplier.</p>	<p>tegne en tilsvarende forsikring pa vegne af Leveranderen, med mind.re Leveranderen fomyer forsikringen indenfor 5 (fem) Arbejdsdage efter Banedanmark har fremsendt meddelelse til Leveranderen, hvori det angives, at Banedanmark har til hensigt at tegne en forsikring pa vegne af Leveranderen.</p>
--	--

## 20.2 Insurance / Forsikring

<p>The Stakeholder is obligated to take out statutory insurance.</p> <p>The Stakeholder is obligated to keep the Loaned insured against both fire and theft to a minimum of the residual value of the Loaned. The depreciation profile of the Loaned is shown in Lending Agreement Annex 3.</p> <p>Banedanmark is entitled to request Stakeholder to provide a copy of the statutory insurances in form of an insurance certificate from the respective insurance company taken out by Stakeholder.</p> <p>Banedanmark is covered by the State's self-insurance.</p>	<p>Jembaneverksamheden er forpligtet til at tegne lovpligtig forsikring.</p> <p>Jembaneverksamheden har pligt til at forsikre det Lante mod brandskade og tyveri for en sum minimum svarende til restveerdien af det Unte. Devalueringsprofilen for det Lante er angivet i Udlansaftalebilag 3.</p> <p>Banedanmark er berettiget til at anmode Jembaneverksamheden om at fremvise en kopi af de lovpligtige forsikringer i form af forsikringspolicen fra de respektive forsikringselskaber, hvor Jernbaneverksamheden har tegnet forsikring.</p> <p>Banedanmark er dekket af statens selvforsikring.</p>
--	---

## 21.Liability for damages / Erstatningsansvar

<p>Parties shall be liable for damages in accordance with the relevant provisions of the Adgangskontrakten.</p> <p>Notwithstanding the provisions of the Adgangskontrakten, the following specific provisions will apply to this Lending Agreement:</p> <p>Each Party is liable for its own subcontractors.</p> <p>Banedanmark is liable for the Stakeholder's direct losses caused by failures which are part of Banedanmarks system authority. Danish law</p>	<p>Parterne er erstatningsansvarlige for skader henhold til de relevante bestenunelser Adgangskontrakten.</p> <p>Uagtet Adgangskontraktens regulering vii felgende specifikke regulering finde anvendelse pa denne Udlansaftale.</p> <p>Begge Parter er ansvarlig for egne underleveranderer,</p> <p>Banedanmark er ansvarlig for Jembaneverksamhedens direkte tab forarsaget af fejl som er en del af Banedarunarks systemansvar.</p>
---	--

<p>applies when it is to be determined which losses Stakeholder has a right to be compensated for, however with respect of the limitation of liability described in this Lending Agreement thereafter by the limitations on liability as regulated in Adgangskontrakten.</p>	<p>Dansk rets almindelige regler finder anvendelse ved opgerelsen af de tab som Jembanevirksomheden har ret til at blive erstattet for, dog begrenset af ansvarsbegrensningerne beskrevet i denne Udlansaftale og derefter af de ansvarsbegrensninger der følger af Adgangskontrakten.</p>
<p>Any liability is subject to the limitations described in this Lending Agreement and thereafter by the Adgangskontraktens limitations on liability.</p>	<p>Ethvert ansvar er begrenset af ansvarsbegrensningerne i denne Udlansaftale og derefter af de ansvarsbegrensninger der følger af Adgangskontrakten.</p>
<p>Stakeholder can only make Banedanmark liable for errors, omissions or delays (whatever the nature of the error, omission or delay) in relation to the Supplier's installation/upgrade etc. of the GSM-R Voice Onboard Devices or a breach of Banedanmarks contracts with the Supplier to the extent Banedanmark has acted gross negligent in terms of performing the contract management.</p>	<p>Jembanevirksomheden kan alene gøre Banedanmark ansvarlig for fejl, udeladelser eller forsinkelser (uanset karakteren herat) i relation til Leveranderens installation/opgradering etc. af GSM-R Voice Ombordenhed eller misligholdelse af Banedanmarks kontrakter med Leveranderen, i det omfang Banedanmark har handlet groft uagtsomt i forbindelse med udevelse af kontraktadministrationen.</p>
<p>Banedanmark shall in no event be liable towards the Stakeholder to a greater extent than what follows from the contractual obligations towards the Supplier; including any other existing/future agreements, amendment, change order etc. concluded between Banedanmark and the Supplier in direct connection to the delivery/installation/upgrades etc. of the GSM-R Voice Onboard Device.</p>	<p>Banedanmark ska) i intet tilfælde veere ansvarlig overfor Jembanevirksomheden i et større omfang end hvad der følger af de kontraktuelle forpligtelser overfor Leveranderen, herunder enhver eksisterende/kommende aftale, ændring, ændring af bestilling, etc. indgaaet mellem Banedanmark og Leveranderen i direkte forbindelse med levering/installation/opgradering etc. af GSM-R Voice Ombordenheden.</p>
<p>Banedanmark shall not be liable towards Stakeholder for costs incurred by Stakeholder to interruptions of the train traffic such as but not limited to payment of substitute transport as well as refund of tickets and "travel time guarantees" in connection with such interruptions.</p>	<p>Banedanmark ifalder ikke ansvar for Jembanevirksomhedens omkostninger forbundet med forstyrrelser af togtrafikken sasom betaling for erstatningstransport samt refundering af billetter og rejsetidsgaranti i forbindelse med sadanne forstyrrelser.</p>
<p>Neither Party shall be liable to the other Party for any indirect and consequential damages, such as but not limited to loss of profit, production, or contracts.</p>	<p>Ingen af Parteme er ansvarlig overfor den anden Part for indirekte tab eller falgeskader sasom, men ikke afgrenset til, tab af fortjeneste, produktion eller kontrakter.</p>
<p>Neither Party shall be entitled to claim the other Party for any loss or damage howsoever if such claim has not been notified by the Party suffering the damage(s) within as short a period as possible,</p>	<p>Ingen af Parteme er berettiget til at rette krav mod den anden Part for tab eller skade i det omfang et sadan krav ikke er blevet gjort geeldende af den skadelidte Part indenfor kortest mulig tid, dog ikke</p>

<p>however, not later than <u>6 months</u> after the date on which the damage(s) occurred or latest <u>one year</u> after the date where the Party suffering the damage became aware of the circumstances resulting in a claim.</p>	<p>senere end seks måneder efter datoen, hvor skaden indtrådte eller senest er år efter den dato hvor den skadelidte Part blev bekendt med de omstændigheder, der giver anledning til kravet.</p>
<p>The Stakeholder must make any claim against the Supplier directly against the Supplier, as long as rights have been delegated by Banedanmark, as described in Section 25.</p>	<p>Jernbanevirksomheden skal rette eventuelle krav direkte mod Leverandøren for så vidt rettigedeme er blevet uddelegeret eller overdraget af Banedanmark som beskrevet i afsnit 25.</p>
<p>Neither Banedanmark nor the Stakeholder is obligated to pay or pursue damages for the same loss more than once, regardless of whether the loss is covered by different agreements between the Parties.</p>	<p>Hverken Banedanmark eller Jernbanevirksomheden er forpligtet til at betale eller forfølge erstatning for det samme tab mere end en gang, uanset om tabet er omfattet af forskellige aftaler Partene imellem.</p>

## 22. Breach of contract / Misligholdelse

<p>If one of the Parties does not fulfil its obligations as described in this Lending Agreement, it shall be considered as breach of contract.</p>	<p>Hvis en af Parterne ikke opfylder sine forpligtelser som beskrevet i denne Udlansaftale, betragtes dette som misligholdelse af aftalen.</p>
<p>The Parties agree that the following constitutes a breach (not exhaustive):</p>	<p>Partene er enige om, at følgende udgør misligholdelse (ikke udømmende):</p>
<ul style="list-style-type: none"> <li>• Violation of the rules on maintenance listed in Section 10</li> <li>• Use of the Loaned in violation of this agreement</li> <li>• Obstructed access to the Loaned contrary to Section 6</li> <li>• Modification to the Loaned contrary to Section 13</li> <li>• Transfer of the Loaned contrary to this Lending Agreement</li> <li>• If Banedanmark does not make the Loaned available as agreed in this Lending Agreement</li> <li>• If the Stakeholder does not comply with the requirements in annex 6 (CSR).</li> </ul>	<ul style="list-style-type: none"> <li>• Brud på reglement om vedligehold nævnt i afsnit 10</li> <li>• Brug af det Lånte i strid med denne aftale</li> <li>• Hindret adgang til det Lånte i strid med afsnit 6</li> <li>• Ændringer af det Lånte i strid med afsnit 13</li> <li>• Overdragelse af det Lånte i strid med denne Udlansaftale</li> <li>• Hvis Banedanmark ikke stiller det Lånte til rådighed som aftalt iht. denne Udlansaftale</li> <li>• Hvis Jernbanevirksomheden ikke efterlever kravene i bilag 6 (CSR).</li> </ul>
<p>If one of the Parties wishes to invoke a breach, the injured Party must make the other Party aware of the breach without undue delay.</p>	<p>Såfremt en af Parterne ønsker at påberåbe misligholdelse, skal den forurettede Part uden</p>

<p>If the Party that is in material breach does not remedy the situation that caused the breach within reasonable time, the non-defaulting Party shall immediately terminate the agreement. Alternatively, the non-defaulting Party can decide that the Lending Agreement shall be terminated with effect for the future.</p>	<p>ugrundet ophold gere den anden Part opmeerksom på misligholdelsen.</p> <p>Hvis en Part, som er i veesentlig misligholdelse, ikke inden for rimelig tid afhjælper det forhold, a der begrunder misligholdelsen, kan den ikke-misligholdende Part straks opheve aftalen. Alternativt kan den ikke-misligholdende Part beslutte, at Udlansaftalen skal opheves med virkning for fremtiden (ex nunc).</p>
<p>In general, Danish law applies to remedies for breach of contract.</p>	<p>I avrigt geelder dansk rets almindelige regler om misligholdelsesbefejelser.</p>

### 23. Force majeure / Force Majeure

<p>Neither Banedanmark nor the Stakeholder according to this agreement shall be deemed liable to the other Party, to the extent the liability is due to circumstances beyond the Party's control and which the Party at the time of signing the agreement did not take into consideration or should have avoided or overcome.</p>	<p>Hverken Banedanmark eller Jernbanevirksomheden er i henhold til denne aftale erstatningsansvarlige overfor den anden Part, hvis ansvaret skyldes forhold, der ligger uden for Partens kontrol, og som Parten ved aftalens underskrift ikke tog i betragtning, eller burde have undgået eller overvundet.</p>
<p>The Party seeking to invoke force majeure, shall without delay, notify the other Party in writing of the occurrence and cessation.</p>	<p>Den Part, som ønsker at påberabe sig force majeure, skal straks skriftligt underrette den anden Part om begivenhedens opstaen og opher.</p>
<p>The Parties shall, in accordance with Danish law's general rules on the duty of damage limitation, attempt to prevent or reduce the event, damage or delay.</p>	<p>Parterne skal i overensstemmelse med geeldende dansk rets almindelige regler om pligt til begrensning af tabet sa vidt muligt forseege at undga eller begreense skaden eller forsinkelsen.</p>

### 24. The Stakeholder's transfer / Jernbanevirksomhedens overdragelse

#### 24.1 Transfer of rights regarding the Lending Agreement / Overdragelse af rettigheder i medfar af Udlansaftalen

<p>The Stakeholder can only transfer the Loaned and its rights thereto under this Lending Agreement with Banedanmark's written consent. Banedanmark has a duty to give this consent if the transfer is to a stakeholder that wins a public</p>	<p>Jernbanevirksomheden kan kun overdrage det Lånte og rettighedeme hertil afledt af denne Udlansaftale med Banedanmarks skriftlige samtykke. Banedanmark har pligt til at give dette samtykke, hvis overdragelsen sker til en</p>
--	--



<p>tender (after the signing of this Lending Agreement), where the Rolling Stock with GSM-R Voice Onboard Devices that are covered by this Lending Agreement, are to be used to carry out the tendered tasks. In such cases the Stakeholder's liability ceases for the Loaned on the transfer to the new railway operator.</p>	<p>jernbanevirksomhed, der vinder et offentligt udbud (under forudsætning af indgåelsen af denne Udlansaftale), hvor Rullende Materiel med GSM-R Voice Onboard enheder omfattet af denne Udlansaftale, skal anvendes til at løse de udbudte opgaver. I sådanne tilfælde ophører Jernbanevirksomhedens ansvar for det LAnte ved overdragelsen til den nye jernbaneoperater.</p>
<p>The Stakeholder cannot sell, lend, rent or otherwise transfer Rolling Stock in which the installation of GSM-R Voice Onboard Devices has begun or is completed, as long as the GSM-R Voice Onboard Devices are in the Rolling Stock, unless Banedanmark accepts it in writing.</p>	<p>Jernbanevirksomheden må ikke sælge, udlåne, udleje eller på anden vis overdrage Rullende Materiel, hvori installationen af GSM-R Voice Ombordenheder er påbegyndt eller afsluttet, så længe GSM-R Voice Ombordenhederne er i det Rullende Materiale, medmindre Banedanmark skriftligt accepterer dette.</p>
<p>The Stakeholder must notify Banedanmark of any expected transfer of the Loaned, also see Section 8.1.</p>	<p>Jernbanevirksomheden skal underrette Banedanmark om enhver forventet overdragelse af det LAnte, se også afsnit 8.1.</p>
<p>It is a condition in connection with a sale or transfer of Rolling Stock in which the installation of GSM-R Voice Onboard Devices has begun or is already completed, that the new owner must enter into and assume all rights and obligations of the agreements that the Stakeholder has entered into with a view to supporting Banedanmark's fulfilment of the Main Contract and Delivery Agreement (e.g. this Lending Agreement). If the new owner does not sign these agreements, the Stakeholder is obligated to remove and return the GSM-R Voice Onboard Devices to Banedanmark in working order, or purchase the GSM-R Voice Onboard Devices to the residual value at the time of purchase, see Section 26.2 and Lending Agreement Annex 3.</p>	<p>Det er en betingelse i forbindelse med et salg eller en overdragelse af Rullende Materiel, hvori installationen af GSM-R Voice Ombordenheder er påbegyndt eller afsluttet, at den nye ejer skal indgå i og overtage samtlige rettigheder og forpligtelser under alle de aftaler, som Jernbanevirksomheden har indgået med henblik på at understøtte Banedanmarks opfyldelse af Hovedkontrakten og Leveringsaftalen (f.eks. nærværende Udlansaftale). Hvis den nye ejer ikke indgår disse aftaler, er Jernbanevirksomheden forpligtet til at afmontere og returnere GSM-R Voice Ombordenhederne til Banedanmark i funktionsdygtig stand, eller købe GSM-R Voice Ombordenhederne til den på købstidspunktet gældende restværdi, jf. afsnit 26.2 og Udlansaftalebilag 3.</p>
<p>Banedanmark is entitled to transfer rights and obligations under this Lending Agreement to another public entity or company or private entity owned by the State or financed mainly by public funds if the tasks so far performed by Banedanmark or tasks under this Lending Agreement are completely or partially transferred to one of the said entities.</p>	<p>Banedanmark har ret til at overdrage rettigheder og forpligtelser under nærværende Udlansaftale til en anden offentlig organisation, virksomhed eller privat enhed, som ejes af staten eller primært finansieres med offentlige midler, hvis opgaverne, der indtil videre er udført af Banedanmark eller opgaverne under nærværende aftale, helt eller delvist overdrages til en af de nævnte enheder.</p>

## 25. Delegation or transfer of rights and obligations in the Main Contract and Delivery Agreement / Delegering eller overdragelse af rettigheder i Hovedkontrakten og Leveringsaftalen

<p>The Stakeholder will throughout the agreement period get the possibility to use specific rights which Banedanmark has according to the Delivery Agreement as Banedanmark has the right to delegate or transfer Banedanmark's rights and obligations to the Stakeholder.</p>	<p>Jembanevirksomheden vil i løbet af aftaleperioden få mulighed for at bruge specifikke rettigheder, som Banedanmark har i henhold til Leveringsaftalen, idet Banedanmark har ret til at delegerer sine rettigheder og forpligtelser til Jembanevirksomheden.</p>
<p>The delegation or transfer of rights and/or obligations also including guidelines for revocation of delegated rights and/or obligations can only be made by prior written agreement between both parties.</p>	<p>Delegeringen eller overdragelsen af rettigheder og/eller forpligtelser inklusive retningslinjer for tilbagekaldelsen af delegerede rettigheder og/eller forpligtelser kan kun ske med skriftligt samtykke fra begge Parter.</p>
<p>Banedanmark is (see below) generally obligated to transfer or delegate rights which the Stakeholder may need in order to secure his business interests, including the right to claim compensation from the Supplier concerning damages and losses suffered by the Stakeholder (but not penalties, which are generally claimed by Banedanmark). However, Banedanmark will act on behalf of the Stakeholder in relation to correction of general errors in the Loaned, and in relation to situations which involve the business interests of Banedanmark and/or other operators. Furthermore changes at system level, always require approval from Banedanmark as the system administrator.</p>	<p>Banedanmark er (se nedenfor) generelt forpligtet til at overdrage eller uddelegere rettigheder, som er nødvendige for at Jernbanevirksomheden kan sikre egne forretningsinteresser herunder retten til at gøre krav på kompensation fra Leverandøren i forbindelse med skader og tab der er påført Jembanevirksomheden (men ikke sanktioner, som i udgangspunktet gøres krav på af Banedanmark). Banedanmark vil dog agere på vegne af Jernbanevirksomheden i forbindelse med afhjælpning af generelle fejl i det Lante og i forbindelse med situationer, som involverer Banedanmarks og/eller andre operatørers forretningsinteresser. Ændringer på systemniveau kræver derudover altid skriftligt samtykke fra Banedanmark som systemadministrator.</p>
<p>Banedanmark is only entitled to delegate obligations to the Stakeholder where:</p>	<p>Banedanmark har kun ret til at uddelegere forpligtelser til Jembanevirksomheden når:</p>
<ul style="list-style-type: none"> <li>• The obligations concern reporting for the purpose of the execution of the Delivery Agreement concerning the Stakeholder,</li> <li>• The obligations are directly connected to rights which are delegated or transferred to the Stakeholder, or</li> </ul>	<ul style="list-style-type: none"> <li>• Forpligtelserne vedrører rapportering med henblik på opfyldelse af Leveringsaftalen i relation til Jembanevirksomheden,</li> <li>• Forpligtelseme er direkte forbundne med rettigheder, som er uddelegeret eller overdraget til Jembanevirksomheden, eller</li> </ul>

<ul style="list-style-type: none"> <li>• The Stakeholder consents to the delegation.</li> </ul> <p>The intention is that the Stakeholder shall enforce the delegated/transferred rights and obligations on behalf of Banedanmark.</p> <p>The Stakeholder must notify Banedanmark without undue delay, if the Stakeholder takes remedies for breach of contract (to the extent Banedanmark has delegated the right to invoke these powers).</p> <p>The Stakeholder must notify Banedanmark each time the Supplier is obligated to pay damages or penalties (to the extent Banedanmark has delegated the right to invoke these powers).</p> <p>The management of these rights and obligations will be at the Stakeholder's risk and expense, as the following principles apply:</p> <ul style="list-style-type: none"> <li>• The Stakeholder is entitled, but not obligated, to pursue delegated/transferred claims toward the Supplier. However, the Stakeholder must notify Banedanmark without delay if the Stakeholder intends not to collect amount such as penalties from the Supplier. The Stakeholder is entitled to any compensation from the Supplier which may be achieved through the pursuit of the claims. Banedanmark does not compensate the Stakeholder for any possible losses due to the Stakeholder choosing not to pursue the claims.</li> <li>• If the Stakeholder does not meet the delegated obligations, the Stakeholder is liable to Banedanmark for compensation for documented losses arising out of the Stakeholder's lack of</li> </ul>	<ul style="list-style-type: none"> <li>• Jernbanevirksomheden har givet samtykke.</li> </ul> <p>Intentioner er, at Jernbanevirksomheden ska håndheve de uddelegerede/overdragede rettigheder og forpligtelser på vegne af Banedanmark.</p> <p>Jernbanevirksomheden er forpligtet til at give meddelelse til Banedanmark uden ugrundet ophold, hvis Jernbanevirksomheden retter krav i forbindelse med kontraktbrud (i det omfang Banedanmark har delegeret retten til at rejse disse krav).</p> <p>Jernbanevirksomheden ska give meddelelse til Banedanmark hver gang Leverandøren er forpligtet til at betale erstatning eller penal bod (I det omfang Banedanmark har delegeret retten til disse rettigheder.)</p> <p>Handteringen af disse rettigheder og forpligtelser og de medfølgende omkostninger og risici pålægges Jernbanevirksomheden idet følgende principper gælder:</p> <ul style="list-style-type: none"> <li>• Jernbanevirksomheden er berettiget men ikke forpligtet til at rejse delegerede/overdragede krav mod Leverandøren. Jernbanevirksomheden er dog forpligtet til straks at give Banedanmark besked hvis Jernbanevirksomheden ikke vil opkøbe beleb såsom bod fra Leverandøren. Jernbanevirksomheden vil få retten til det erstatningsbeleb fra Leverandøren, der evt. opnås ved håndhevelsen af de delegerede krav. Banedanmark kompenserer ikke Jernbanevirksomheden for eventuelle opståede tab som følge af, at Jernbanevirksomheden vælger ikke at forfølge kravene.</li> <li>• Hvis Jernbanevirksomheden ikke opfylder de delegerede forpligtelser, er Jernbanevirksomheden erstatningsansvarlig til Banedanmark for dokumenterede tab, der opstår som følge af Jernbanevirksomhedens manglende</li> </ul>
---	---

<p>enforcement/compliance of the delegated obligations.</p> <ul style="list-style-type: none"> <li>• If a claim is raised from the Supplier or others in connection with the Stakeholder's enforcement of transferred rights or obligations, the Stakeholder is responsible for the claims to lapse.</li> </ul> <p>Banedarunark may at any time revoke some or all of the rights and obligations delegated to the Stakeholder under this agreement. _____</p> <p>If Banedanmark transfers a right to the Stakeholder, this right cannot be revoked without consent from the Stakeholder.</p> <p>Banedanmark must maintain a common register of delegated and transferred rights and obligations. The register must at least contain the following minimum information:</p> <ul style="list-style-type: none"> <li>• Date of the delegation/transfer.</li> <li>• Description of the delegated or transferred rights and/or obligations.</li> <li>• Reference to the relevant contract provision.</li> <li>• Indication of whether it is a case of delegation or transfer.</li> </ul>	<p>handhevelse/efterlevelse af de delegerede/overdragede rettigheder/forpligtelser.</p> <ul style="list-style-type: none"> <li>• Rejses der krav fra Leveranderen eller andre i forbindelse med Jernbanevirksomhedens handhevelse af de delegerede/overdragede rettigheder, har Jernbanevirksomheden selv ansvaret for at fa kravene til at bortfalde.</li> </ul> <p>Banedarunark ma til hver en tid tilbagekalde nogle eller alle rettigheder og forpligtelser delegeret til Jernbanevirksomheden under neerveerende aftale.</p> <p>Hvis Banedarunark overdrager rettigheder til Jernbanevirksomheden, kan disse rettigheder ikke tilbagekaldes uden Jernbanevirksomhedens samtykke.</p> <p>Banedarunark er forpligtet til at opretholde et fælles register over delegerede og overdragede rettigheder og forpligtelser. Registeret skal som minimum indeholde følgende oplysninger:</p> <ul style="list-style-type: none"> <li>• Dato for delegeringen/overdragelsen</li> <li>• Beskrivelse af de delegerede/overdragede rettigheder og/eller forpligtelser</li> <li>• Reference til den relevante kontraktbestemmelse</li> <li>• Angivelse af hvorvidt der er tale om delegering eller overdragelse.</li> </ul>
---	--

## 26. Termination of the Lending Agreement / Udlånsaftalens ophor

### 26.1 Notice and termination of the Lending Agreement / Opsigelse og ophor af Udlansaftale

<p>This Lending Agreement can be terminated by the Stakeholder with six months' notice to the first calendar day of a month. The Lending Agreement can be terminated in part, because it can be terminated for the GSM-R Voice Onboard Devices that are installed in a specific piece of Rolling Stock.</p>	<p>Denne Udlånsaftale kan opsiges af Jernbanevirksomheden med 6 (seks) måneders varsel til den første kalenderdag i en måned. Udlånsaftalen kan opsiges delvist, idet den kan opsiges for de GSM-R Voice Ombordenheder, der er installeret i et specifikt Rullende Materiel.</p>
---	--

<p>The Lending Agreement cannot be terminated by Banedanmark for a GSM-R Voice Onboard Device of the Loaned before the depreciation period for the Onboard device has expired, see Lending Agreement Annex 3, unless the termination is due to the Stakeholders breach of contract ( see Section 22).</p>	<p>Udlansaftalen kan ikke opsiges af Banedanmark for en GSM-R Voice Ombordenhed af det Lånte, før afskrivningsperioden for den pågældende Ombordenhed er udløbet, jf. Udlansaftalebilag 3. medmindre opsigelsen er grundet Jernbanevirksomhedens kontraktbrud, jf. afsnit 22.</p>
<p>The Lending Agreement shall be deemed terminated for a GSM-R Voice Onboard Device if the device</p> <ul style="list-style-type: none"> <li>- Is destroyed</li> <li>- Is Lost</li> <li>- Is Damaged to such an extent that in the Stakeholder's opinion it is not worth repairing of the requirements in section 19.</li> <li>- Suffers Total Loss – cf. the definition.</li> </ul>	<p>Udlansaftalen anses for at være ophørt for en given GSM-R Voice Ombordenhed hvis enheden</p> <ul style="list-style-type: none"> <li>- Bliver edelagt</li> <li>- Bortkornmer</li> <li>- Bliver beskadiget i et sådan omfang, at det efter Jernbanevirksomhedens vurdering ikke kan betale sig at foretage reparationer</li> <li>- Lider Totalt tab – jf definitionen heraf.</li> </ul>
<p>In case the Stakeholder is obliged to purchase a new GSM-R Voice Onboard Device, as described in section 19, the conditions under the Lending Agreement shall then not apply to the replaced GSM-R Voice Onboard Device. However, the Stakeholder shall pay the residual value of the replaced GSM-R Voice Onboard Device, cf. annex 3, to Banedanmark.</p>	<p>Hvis Jernbanevirksomheden er forpligtet til at købe en ny GSM-R Voice Ombordenhed som beskrevet i afsnit 19 vii betingelse under denne udlansaftale derefter ikke længere gøre sig gældende for den nye GSM-R Voice Ombordenhed. Jernbanevirksomheden Ombordenhed skal betale restveerdien af den erstattede GSM-R Voice Ombordenhed, jf. Annex 3, til Banedanmark.</p>
<p>The Lending Agreement is also considered terminated if the Stakeholder is no longer subject to the obligation to run public service traffic.</p>	<p>Udlansaftalen anses ligeledes for at være ophørt, hvis Jernbanevirksomheden ikke længere er pålagt forpligtelse til at udføre samfundsbegrundet trafik.</p>
<p>The Stakeholder receives no compensation in connection with the termination of the Lending Agreement.</p>	<p>Jernbanevirksomheden modtager ikke kompensation i forbindelse med Udlansaftalens ophevelse.</p>

## 26.2 Right to purchase the Loaned upon termination of the agreement / Ret til købe af det Lånte ved aftalens ophør

<p>Upon termination of the Lending Agreement, whether it is due to notice or termination, see the relevant provisions of the Lending Agreement, the Stakeholder has the right to purchase the loaned GSM-R Voice Onboard Device(s) for which the</p>	<p>Ved Udlansaftalens ophør, hvad enten dette sker pga. opsigelse eller ophør, jf. bestemmelserne herom i Udlansaftalen, har Jernbanevirksomheden ret til at købe de(n) lånte GSM-R Voice Ombordenhed(er) hvorom opsigelsen/ophævelsen</p>
--	--

notice/termination is applied to at the device/devices' residual value. The residual value shall be determined in accordance with Banedanmark's current statement, in that the device will be depreciated linearly over 10 years as described in Lending Agreement Annex 3. A prerequisite for the Stakeholder's purchase(s) of the Loaned GSM-R Voice Onboard Device(s) is that the equipment is used exclusively for the Stakeholder's obligations regarding public service traffic in Denmark according to existing contracts.

After the depreciation period has expired, the Stakeholder has the right to purchase the Loaned for 1 DKK.

If the Stakeholder purchases the loaned GSM-R Voice Onboard Devices, the Stakeholder also takes over the rights and obligations in relation to the specific devices purchased, in the GSM-R Voice Onboard contract with the Supplier.

If the Stakeholder does not purchase the Loaned when the Lending Agreement is terminated, the Stakeholder is obligated at their expense and risk to uninstall and return the Loaned to Banedanmark within 30 days of the termination of this Lending Agreement. When the Loaned has been returned to Banedanmark and Banedanmark has acknowledged receipt, the Lending Agreement is terminated in respect of the relevant parts of the Loaned.

Upon return, the Loaned must be in the same condition as when the lending commenced, but with allowances for normal wear and tear, as well as any modifications made to the Loaned according to Section 13 of this Lending Agreement.

If the Stakeholder has installed accessories on the Loaned, the Stakeholder must ensure that the Loaned can be returned to Banedanmark including all rights associated with using the Loaned with accessories, without involving extra costs for Banedanmark.

finder anvendelse, til enhedens/enhedemes restverdi. Restverdien fastlægges i henhold til Banedanmarks levede opgørelse, idet GSM-R Voice Ombordenhedeme afskrives lineært over en periode på 10 år som beskrevet i Udlansaftalebilag 3. Det er et nødvendigt kriterium for Jernbanevirksomhedens køb af det Lante eller dele af det Lante, at udstyret udelukkende benyttes til Jernbanevirksomhedens forpligtelser i forbindelse med samfundsbegrundet trafik i Danmark i henhold til eksisterende kontrakter.

Efter afskrivningsperiodens udløb har Jernbanevirksomheden ret til at købe det Unte for DOK 1.

Såfremt Jernbanevirksomheden køber de(n) lante GSM-R Voice Ombordenhederne, overtager Jernbanevirksomheden rettigheder og pligter knyttet til de specifikke enheder i Leveringsaftalen med Leverandøren.

Hvis Jernbanevirksomheden ikke køber det Lante ved Udlansaftalens ophør, er Jernbanevirksomheden forpligtet til for egen regning og risiko at afinstallere og levere det Lante tilbage til Banedanmark senest 30 dage efter denne Udlansaftales ophør. Når det Unte er afleveret til Banedanmark, og Banedanmark har kvitteret for modtagelsen, ophører Udlansaftalen for de relevante enheder.

Ved tilbageleveringen skal det Lante være i samme stand som ved udlansperiodens påbegyndelse, dog med fradrag for almindelig slid og ælde, samt eventuelle ændringer i det Lante foretaget efter denne Udlansaftales afsnit 13.

Hvis Jernbanevirksomheden har installeret tilbehør på det Lante, skal Jernbanevirksomheden sikre, at det Lante kan returneres til Banedanmark inklusive alle rettigheder, som er forbundet med at bruge det Lante med tilbeholdet, uden at dette indebærer ekstra omkostninger for Banedanmark.

Accessories not installed to the Loaned, remain the property of the Stakeholder, unless otherwise specifically agreed between the Parties.

Tilbeher ikke installeret på det Lante forbliver Jernbanevirksomhedens ejendom,\* medmindre andet konkret aftales mellem Parteme.

## 27. Independent valuation assessment of the Loaned / Uvildig veerdianssettelse af det Lante

In connection with the Stakeholder's purchase of the Loaned, see Section 26.2, each Party is entitled to request that the Loaned be assessed by two independent assessors. If the Stakeholder requests Banedanmark must no later than 10 working days after receiving the request, ask the Danish Institute of Arbitration (Danish: *bede Voldgiftsinstitut*) to propose three impartial assessors. The Stakeholder and Banedanmark each designate one of the proposed candidates.

The proposed assessor must have experience in assessing and/or sale of GSM-R Voice Onboard Devices in Rolling Stock (trains). The Stakeholder and Banedanmark can lodge objections against proposals for assessors, for example, after contacting one of the proposed assessors they are disqualified. Banedanmark will ask the Danish Institute of Arbitration to propose another assessor.

If at this time the Danish Institute of Arbitration are no longer engaged in proposing assessors with experience in the assessment and/or sale of Onboard devices in Rolling Stock, Banedanmark, after consultation with the Stakeholder, identifies another Danish or foreign institute or the like, that is not under the influence of either the Stakeholder or Banedanmark, which deals with providing unbiased assessors with experience in the valuation and/or sale of GSM-R Voice Onboard Devices in Rolling Stock. Then follows the procedure described in the previous paragraph.

Banedanmark creates a document package with, among other things, the Transfer Agreement

I forbindelse med Jernbanevirksomhedens køb af det Lante, jf. afsnit 26.2, har hver af Parterne ret til at anmode om, at det Lante skal vurderes af to uvildige sagkyndige. Hvis Jernbanevirksomheden it, anmoder om dette, skal Banedanmark senest 10 days arbejdsdage efter at have modtaget anmodningen Institute of Arbitration (Danish: *bede Voldgiftsinstitut*) om at stille 3 uvildige Voldgiftsinstitutet) Jernbanevirksomheden og Banedanmark udpeger hver en sagkyndig blandt de foreslåede kandidater.

Den foreslåede sagkyndige skal have erfaring med vurdering og/eller salg af GSM-R Voice Ombordudstyr i Rullende Materiel. Jernbanevirksomheden og Banedanmark kan fremsætte indsigelser imod forslag til sagkyndige, f.eks. hvis en foreslået vurderingsperson er inhabil. Banedanmark vil da bede Voldgiftsinstitutet om at stille en anden sagkyndig i forslag.

Hvis Voldgiftsinstitutet på det givne tidspunkt ikke længere beskæftiger sig med at udpege sagkyndige med erfaring i vurdering og/eller salg af GSM-R Voice Ombordudstyr i Rullende Materiel, identificerer Banedanmark efter haring fra Jernbanevirksomheden et andet dansk eller udenlandsk institut eller lignende, som ikke er under indflydelse af hverken Jernbanevirksomheden eller Banedanmark, og som beskæftiger sig med at udpege uvildige sagkyndige med erfaring med vurdering og/eller salg af GSM-R Voice Ombordudstyr i Rullende Materiel. Derefter følges proceduren i ovenstående afsnit.

Banedanmark samler en dokumentpakke, bl.a. med overdragelsesaftalen inkl. bilag, som

<p>including the Annex, which is handed over to the two assessors together with their statement.</p>	<p>overdrages til de to sagkyndige samtidig med deres udpegning.</p>
<p>Immediately after the two assessor's statement they both prepare an estimate of their total fees including any expenses (transportation, hotel, meals, as well as any costs for external assistance). The estimate is sent for consultation to the Stakeholder and Banedanmark. The two assessors shall immediately inform the Stakeholder and Banedarunark if there is a risk that the estimate cannot be met.</p>	<p>Umiddelbart efter de to sagkyndiges udpegning udarbejder de et overslag over deres samlede honorarer inkl. evt. udhæg (transport, hotel, forplejning samt evt. udgifter til ekstem bistand). Overslaget sendes i haring hos Jembanevirksomheden og Banedanmark. De to sagkyndige skal straks varsle Jembanevirksomheden og Banedanmark, hvis der er risiko for, at overslaget ikke overholdes.</p>
<p>The two assessors shall evaluate whether the part of the Loaned to be transferred via the Transfer Agreement has decreased in value as a result of lack of maintenance, damage or defects. The evaluation of a GSM-R Voice device must be carried out train by train, taking into account any differences in age and condition.</p>	<p>De to sagkyndige ska) vurdere om de dele af det Unte, der skal overdrages via Overdragelsesaftalen er veerdiforringet som følge af manglende vedligeholdelse, skader eller defekter. Vurderingen af en GSM-R Voice Ombordenhed skal foretages togseet for togseet under hensyn til eventuelle forskelle i alder og stand.</p>
<p>When the two assessors have each have submitted their valuation price, the average of the two prices is calculated. The Stakeholder is then entitled to purchase a GSM-R Voice Onboard Device to the calculated average price of the device or to the residual value, see Lending Agreement Annex 3.</p>	<p>Nar de to sagkyndige hver har afgivet deres vurderingspris, beregnes gennemsnittet af de to priser. Jernbanevirksomheden har herefter ret til at købe en GSM-R Voice Ombordudstyr til den beregnede gennemsnitspris for enheden, eller til restveerdien, jf. Udlansaftalebilag 3.</p>
<p>The cost of the two assessors is shared equally by Banedanrnark and the Stakeholder. If the valuation price is less than 25% of the residual value, see Lending Agreement Annex 3 or higher than the residual value, see Lending Agreement Annex 3, the Party that requested that the GSM-R Voice Onboard Devices are valued, shall pay 75% of costs.</p>	<p>Udgifterne til de to vurderingspersoner deles ligeligt af Banedarunark og Jembanevirksomheden. Er vurderingsprisen mindre end 25 % af restveerdien, jf. Udlansaftalebilag 3, eller højere end restveerdien, jf. Udlansaftalebilag 3, skal den Part, der anmodede om at få GSM-R Voice Ombordenhed vurderet, dog betale 75 % afudgifteme.</p>

## 28. Disputes / Tvister

### 28.1 Negotiation and mediation / Forhandling og meegling

<p>This Lending Agreement is subject to Danish law however, without respectively (i) recourse to the conflict of law principles of such jurisdiction and (ii) the international law – CISG. If a dispute arises</p>	<p>Neerveerende aftale er undergivet dansk ret, dog undtaget reglerne om lovvalg og den internationale kebelov – CISG. Safremt der opstar en uoverensstemmelse i forbindelse med</p>
---	--



<p>in connection with this Lending Agreement, the Parties shall seek to resolve it through negotiation.</p>	<p>neervrerende aftale, skal Parteme sege denne lost via forhandling.</p>
<p>If the topic discussed is relevant to other stakeholders, Banedanmark and/or the Stakeholder can invite a group of stakeholders to a meeting to discuss the topic. The purpose of such meetings is to find a common solution that involves and balances the various interests in the dispute.</p>	<p>Hvis det omhandlede emne er relevant for andre jernbanevirksomheder, kan Banedanmark og/eller Jernbanevirksomheden invitere en gruppe af jernbanevirksomheder til et mede for at dreftte emnet. Formalet med sadalUle meder er at finde en fselles lesning, der involverer og afvejer de forskellige interesser i tvisten.</p>
<p>If the Parties cannot reach agreement on the dispute, the matter shall be placed on the agenda at the next client meeting between the Stakeholder and Banedanmark, if such a set-up already exists. Otherwise, the Parties arrange a meeting on an ad hoc basis.</p>	<p>Hvis Parterne ikke kan blive enige om tvisten, skal sagen seettes pa dagsordenen pa det farstkommende kundemede mellem Jernbanevirksomheden og Banedarunark, hvis et sadant set-up allerede eksisterer. Ellers skal Parteme arrangere medet pa ad hoc-basis.</p>
<p>Should a solution not be reached, the Parties can seek consensus by jointly appointing an independent and expert mediator, who can mediate and give non-binding proposals for the resolution of the dispute.</p>	<p>Safremt der ikke herved opnas en lesning, kan Parteme sage at opna enighed ved i fselleskab at udpege en uafheengig og sagkyndig mægler, der kan mæegle og komme med ikke-bindende forslag til tvistens lesning.</p>
<p>Any dispute not resolved as described above, shall be settled by arbitration in accordance with the rules of the Danish Institute of Arbitration as described in Section 28.2.</p>	<p>Enhver tvist, der ikke loses som beskrevet ovenfor, skal afgeres ved voldgift efter de af Voldgiftsinstituttet vedtagne regler som beskrevet i afsnit 28.2.</p>

## 28.2 Arbitration / Voldgift

<p>The Party seeking arbitration shall appoint an arbitrator and invite the other Party to appoint its arbitrator within 14 days. Failure to do so will result in the President of the Eastern High Court [Ostre Landsret] appointing one.</p>	<p>Den part, som ensker voldgift, udpeger en voldgiftsdommer og opfordrer den anden part til inden 14 dage at udpege sin voldgiftsdommer. Sker dette ikke, udpeges vedkommende af præsidenten for Ostre Landsret.</p>
<p>The appointed arbitrators shall jointly appoint a Chairman of the arbitration tribunal. If the arbitrators cannot agree on the election of the Chairman, he/she is appointed by the President of the Eastern High Court.</p>	<p>De udpegede voldgiftsdommere udpeger i forening en formand for voldgiftsretten. Kan voldgiftsdommeme ikke enes om valget af formand, udpeges denne af præsidenten for Ostre Landsret.</p>
<p>The tribunal shall adopt rules for its handling of the case in accordance with the usual principles of procedure.</p>	<p>Voldgiftsretten fastsetter selv regler for sin behandling af sagen i overensstemmelse med seedvanlige retsplejeprincipper.</p>

The arbitration tribunal will be held in Copenhagen.

Voldgiftsretten skal afholdes i København.

## 29. Commencement and termination / Ikrafttreden og ophar

This Lending Agreement shall enter into force when both Parties have signed this Lending Agreement. The Lending Agreement shall remain in force for a GSM-R Voice Onboard Device until it is terminated or notice is given in accordance to the relevant provisions in the Lending Agreement with respect to that device.

If new legislation makes it necessary, the Parties are obligated to renegotiate the affected areas of the Lending Agreement.

00000000

This agreement is signed in duplicate, of which one copy is given to Banedarunark and one copy is given to the Stakeholder.

Nesrveerende aftale træder i kraft nar begge Parter har underskrevet denne Udlansaftale. Udlansaftalen forbliver i kraft for den enkelte GSM-R Ombordenhed, indtil den opsiges eller ophseves i henhold til bestemrnelserne herom i Udlansaftalen i forhold til den pågeeldende enhed.

Hvis ny lovgivning ger det nedvendigt, er Parteme forpligtet til at genforhandle kontrakten på de bererte omrader,

00000000

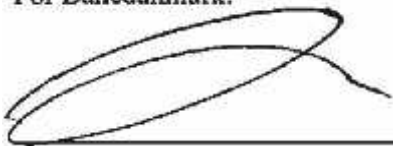
Neerveerende aftale er underskrevet to eksemplarer, hvoraf et eksemplar er udleveret tit Banedarunark og et eksemplar er udleveret til Jembanevirksomheden.

Date/Dato: 11.05.2021

Date/Dato: 19-05-2021

On behalf of Banedarunark/  
For Banedanmark:

On behalf of the Stakeholder/  
For Jernbanevirksomheden:




NAME/NAVN: Janus Steen Meller  
POSITIONffITEL: Signaldirekter

NAMFJNAVN: Marianne Battger  
POSITIONffITEL: CEO

NAME/NAVN  
POSITIONffITEL



NAME/NAVN: Nicolai Heineke  
POSITIONffITEL: CFO

<ul style="list-style-type: none"><li>• Lending Agreement Annex 1 – Description of the Loaned</li><li>• Lending Agreement Annex 2 – Contact people</li><li>• Lending Agreement Annex 3 – Valuation of the Loaned and depreciation model</li><li>• Lending Agreement Annex 4 – Rental payment for the use of the Loaned for purposes other than public service traffic ("Free Traffic")</li><li>• Lending Agreement Annex 5 – Information that must be sent to Banedanmark regarding the Loaned</li><li>• Lending Agreement Annex 6 - CSR</li></ul>	<ul style="list-style-type: none"><li>• Udlånsaftalebilag 1 – Beskrivelse af det Lånte</li><li>• Udlånsaftalebilag 2 – Kontaktpersoner</li><li>• Udlånsaftalebilag 3 – Veerdi af det Lånte og afskrivningsmodel</li><li>• Udlånsaftalebilag 4 – Lejebetaling for brug af det Lånte til andre formål end offentlig service trafik ("fri trafik").</li><li>• Udlånsaftalebilag 5 – Information, som skal sendes til Banedanmark vedrørende det Lånte</li><li>• Udlånsaftalebilag 6 - CSR</li></ul>
--	--



## **The Signalling Programme**

### **Lending Agreement for GSM-R Voice Onboard Equipment / Aftale om Udlån af GSM-R Voice Onboardudstyr**

#### **Annex 1 – Description of the Loaned**

#### **Udlånsaftalebilag 1 – Beskrivelse af det Lånte**

banedanmark





The Signalling Programme  
Fjernbane Onboard  
Annex I/UdIAnsaftalebilag I

Banedanmart  
Signalprogrammet  
Carsten Niebuhrs Gade 43  
1577 København V  
Danmark  
[www.banedanmart.dk](http://www.banedanmart.dk)

Forfatter: Fjernbane Onboard  
Projektet  
Telefon: +45 8234 0000

*Annex 1 - Description of the Loaned*  
*Udlånsaftalebilag 1 - Beskrivelse af det Lånte*

**Table of Contents / Indholdsfortegnelse**

1. Change Log / IEndringslog .....	4
2. Description of the Loaned / Beskrivelse af det Lånte.....	S

## 1. Change Log / tEndringslog

No.	Date	Description	By	Status

## 2. Description of the Loaned / Beskrivelse af det Lånte

Banedanmark has delivered in total the following equipment to the Stakeholder as part of the Lending Agreement.

Banedanmark har i alt leveret det følgende udstyr til Jembanevirksomheden som en del af Låneaftalen.
--


Gross list of equipment delivered to the Stakeholder as part of the Lending Agreement.

Bruttolisten af udstyr leveret til Jembanevirksomheden som en del af Låneaftalen.

Arriva Tog NS:			
Idno	Module/Component reference number	Name of Module/Component	Total
1	666/1/85073/112	SVR400 Radio	61
2	666/1/85220/011	Graphical Drivers Control Panel	118
4	666/7/80337/200	Handset	118
5	666/17/58517/000	Loudspeaker	118
6	666/17/58518/000	Gooseneck Microphone	118
7	666/7/46768/300	Antenna	59
8	666/1/00004/000	MSR3 Installation Kit dual HMI	59
9		Consumables	1





# The Signalling Programme

## Lending Agreement for GSM-R Voice Onboard Equipment / Aftale om Udlån af GSM-R Voice Ombordudstyr

### Annex 2 – Contact people

### Udlånsaftalebilag 2 – Kontaktpersoner

banedanmark





The Signalling Programme  
Fjernbane Onboard  
Annex 2/Udlansaftalebilag 2

Banedanmark  
Signalprogrammet  
Carsten Niebuhrs Gade 43  
1577 København V  
Danmark  
[www.banedanmark.dk](http://www.banedanmark.dk)  
www

Forfatter: Fjernbane Onboard  
Projektet  
Telefon: +45 8234 0000

*Annex 2 - Contact people*  
*Udlansaftalebilag 2 - Kontaktpersoner*

**Table of Contents / Indholdsfortegnelse**

1. Change Log/ JEndringslog .....	4
2. Contact People / Kontaktpersoner .....	S

# 1. Change Log / .tEndringslog

Change No.	Date	Description
1	2018-01-01	Initial version of the document.
2	2018-02-15	Added new section on data protection.
3	2018-03-10	Revised the introduction and objectives.
4	2018-04-05	Added a new appendix on references.
5	2018-05-20	Minor corrections and updates.
6	2018-06-15	Added a new section on future work.
7	2018-07-10	Revised the conclusion and recommendations.
8	2018-08-05	Added a new section on acknowledgments.
9	2018-09-01	Final review and minor changes.
10	2018-09-15	Final version of the document.

## 2. Contact People / Kontaktpersoner

<p>In connection with the execution of the Lending Agreement the Stakeholder and BOK have appointed the following contact persons.</p> <p>According to the Lending Agreement section 8.5, this annex identifies those people who are authorized to sign on behalf of the Stakeholder in relation to the implementation of this Lending Agreement.</p>	<p>I forbindelse med gennemførelsen af Udlånsaftalen har Jembanevirksomhedeme og Banedanmark udpeget nedenstående kontaktpersoner.</p> <p>Ifølge Udlånsaftalens afsnit 8.5 skal det afbilaget fremgå, hvilke personer, der har prokura til at tegne Jembanevirksomheden i forhold til gennemførelsen af denne Udlånsaftale.</p>
---	---

### Arriva


### Baoedaomark




## The Signalling Programme

Lending Agreement for GSM-R Voice Onboard  
Equipment / Aftale om Udlån af GSM-R Voice  
Onboardudstyr

Annex 3 – Valuation of the Loaned and depreciation  
model

Udlånsaftalebilag 3 – Værdi af det Lånte og  
afskrivningsmodel

banedanmark





The Signalling Programme  
Fjernbane Onboard

Annex 3: Ud/Ansættelsebilag 3

Banedanmark  
Signalprogramnet  
Carsten Niehurs Gade 43  
1577 København V  
Danmark  
[www.banedanmark.dk](http://www.banedanmark.dk)

Forfatter: Fjernbane Onboard  
Projektet  
Telefon: +45 8234 0000





*Annex 3 – Valuation of the Loaned and depreciation model*  
*Udlånsaftalebilag 3 – Værdi af det Lånte og afskrivningsmodel*

**Table of Contents / Indholdsfortegnelse**

1. Change Log/ IEndringslog .....	S
2. Initial price and depreciation model/ Nypris af udstyr og afskrivningsmodel .....	6

## 1. Change Log / A:ndringslog

Version	Udgivelsesdato	Ændring
1.0	2018-01-01	Udgivelse af første udgave
1.1	2018-01-01	Udgivelse af første udgave
1.2	2018-01-01	Udgivelse af første udgave
1.3	2018-01-01	Udgivelse af første udgave

## 2. Initial price and depreciation model/ Nypris af udstyr og afskrivningsmodel

<p>According to the Lending Agreement, section 20.2 the Stakeholder is obliged to keep the the Loaned insured against fire and theft. The insured value must minimum be the residual value of the Loaned, cf. below.</p> <p>Furthermore the Stakeholder has the right to buy the Loaned by termination of the Lending Agreement. The purchase price will be determined in accordance with the Lending Agreement section 27. This means that as a starting point the price will equal the residual value at the time of the purchase, cf. the depreciation model below, unless Banedanmark requests an independent value assesment, cf. the Lending Agreement section 27.</p> <p>The depreciation begins when the Loaned has been installed or implemented into the Stakeholder's Rolling Stock and any relevant tests have been accepted by Banedanmark . If the depreciation according to this model begins during a calender month the technical depreciation however begins at the start of the following month.</p> <p>Example: if the installation or implementation into the Stakeholder's Rolling Stock (and any relevant tests has been accepted by Banedanmark) has taken place the 15 May , the depreciation will begin 1 June. The first year of depreciation will be completed on 31 May the year after.</p> <p>At the time the installation or implementation into the Stakeholder's Rolling Stock (and any relevant tests has been accepted by Banedanmark) each loan of GSM-R Voice Onboard Device has the initial price of 246,288 DKK (pl-2018). {Total price 10,590,400 DKK for 43 Lint41).</p>	<p>I henhold til Læneaftalen, afsnit 20.2 er Jernbanevirksomheden forpligtet til at forsikre det Lante i forhold til brand og tyveri. Forsikringssummen ska) minimum veere restveerdien for det Lante, jf. nedenfor.</p> <p>Endvidere har Jembanevirksomheden ret til at kebe det Lante ved Udlansaftalens opher. Kebsprisen vil skulle fastsettes i overensstemmelse med Udlansaftalens afsnit 27. Dette betyder, at prisen som udgangspunkt vil veere den restveerdi, der er geeldende pa kebstdspunktet, jf. afskrivningsmodellen nedenfor, med mindre Bane-danmark kreever, en uafheengig vurdering, jf Udlansaftalens pkt. 27.</p> <p>Afskrivningen starter pa tidspunktet, hvor det Lante er endeligt installeret eller implementeret pa Jembanevirksomhedens Rullende Materiel og de relevante tests er godkendt af Banedanmark. Hvis afskrivningen efter denne model starter i lebet af en maned, starter den tekniske afskrivning dog ferst den ferste i den efterfelgende maned,</p> <p>Eksempel: Hvis installering eller implementering i Jernbanevirksomhedens Rullende Materiel (og enhver relevant test er accepteret af Banedanmark) er sket den 15. maj, vii afskrivningen starte den 1. juni. Det ferste afskrivningsar vii veere afsluttet Aret efter den 31. maj.</p> <p>Pa tidspunktet hvor installering eller implementering i Jembanevirksomhedens Rullende Materiel (og enhver relevant test er accepteret af Banedanmark ) har hvert lan af GSM-R Voice Onboardenhed en initiel pris p.\ 246.288 DKK (pl-2018). (Total pris 10.590.400 DKK for 43 Lint41).</p>
---	--

<p>Each loaned GSM-R Voice Onboard Device will be depreciated linearly over 10 years.</p> <p>Since Banedanmark is covering the upgrade costs for EIRENE 8, the cost must be taken into the calculation.</p> <p>The depreciation begins when the upgrade has been installed.</p> <p>The total upgrade cost is 23,579,087 DKK for 845 units which equals 27,904 DKK for each unit.</p>	<p>Hver lant GSM-R Voice Ombordenhed vii blive afskrevet lineært over 10 Ar.</p> <p>Da Banedanmark atholder opgraderingsudgifter til EIRENE 8 ska! udgifter hertil indregnes i beregningsgrundlaget.</p> <p>Afskrivningen starter pÅ tidspunktet, hvor opgraderingen er endeligt gennemført.</p> <p>Den samlede udgift til denne opgradering er 23.579.087 kr. for 845 enheder, hvilket giver en udgift pÅ 27.904 kr. pr. enhed.</p>
<p>Each upgrade of the Onboard Device will be depreciated linearly over 5 years. The depreciation of the upgrade is calculated separately.</p> <p>If the Lending Agreement is terminated in the middle of a depreciation year, a proportional depreciation will be made for the residual value equivalent to the number of months the Stakeholder has used the Loaned in the depreciation year.</p>	<p>Hver opgradering af ombordenheden vii blive afskrevet lineært over 5 Åf. Afskrivningen af opgraderingen er beregnet separat.</p> <p>Ophører Udlansaftalen midt i et afskrivningsar, vii der blive foretaget en forholdsmeessig afskrivning af restveerdien for det Lante svarende til antallet af mAneder, som Jernbanevirksomheden har lant det Lante i det pageeldende afskrivningsar.</p>

<p><u>Linear Depreciation for GSM-R Voice Onboard Devices</u></p> <p>Depreciation period – 10 year</p>	<p><u>Linier afskrivning for GSM-R Voice Ombordudstyr</u></p> <p>Afskrivningsperiode – 10 Åf</p>
--	--

Age of the equipment after beginning of the depreciation	Residual value (DKK)	Alder pÅ udstyret efter start pÅ afskrivningen	Rest veerdi (DKK)
0 Year (=initial price)	246,288.00	0 Ar (=inital pris)	246.288,00
1 Year	221,659.20	1 Ar	221.659,20
2 Years	197,030.40	2Ar	197.030,40
3 Years	172,401.60	3Ar	172.401,60
4 Years	147,772.80	4Ar	147.772,80
5 Years	123,144.00	5Ar	123.144,00
6 Years	98,515.20	6Ar	98.515,20
7 Years	73,886.40	7 Ar	73.886,40
8 Years	49,257.60	8Ar	49.257,60
9 Years	24,628.80	9Ar	24.628,80

Age of the equipment after beginning of the depreciation	Residual value (DKK)	Alder på udstyret efter start på afskrivningen	Rest værdi (DKK)
10 Years	0.00	10Ar	0,00

<u>Linear Depreciation for upgrade of GSM-R Voice Onboard Devices</u>	<u>Linier afskrivning for opgradering af GSM-R Voice Ombordudstyr</u>
Depreciation period – 5 year	Afskrivningsperiode – 5 Ar




## The Signalling Program

Lending Agreement: GSM-R Voice Onboard  
Equipment/ Aftale om Udlån af GSM-R Voice  
Ombordudstyr

Annex 4 – Rental payment for the use of the Loaned  
for “Free Passenger Traffic”

Udlånsbilag 4 - Lejebetaling for brug af det Lånte til  
”fri passagertrafik”

banedanmark





Signalling Program  
Fjembane Onboard

Annex 4/Udlinsaftalebilag 4

Banedanmark  
Signalprogrammet  
Carsten Niebuhrs Gade 43  
1577 København V  
Darunark  
[www.banedarunark.dk](http://www.banedarunark.dk)

Author. Fjembane Onboard  
Project

*Annex 4 - Rental payment for the use of the Lended for "Free Passenger Traffic"*

*Udlånsbilag 4 - Lejebetaling for brug af det Lånte til "Fri Passager Trafik"*

**Table of Contents / Indholdsfortegnelse**

I. Change Log / Ændringslog .....	4
2. Method for calculating fee for using the compensated equipment to commercial passenger operation / Metode for beregning af afgift for anvendelse af kompenseret udstyr til kommerciel passagerkørsel .....	5
2.1 Calculation of fee for GSM-R voice radios / Beregning af afgifter for GSM-R radioer .....	6
2.2 Calculation of total cost regarding commercial operation / Beregning af de samlede afgifter i forbindelse med specifik kommerciel kørsel .....	8



## 1. Change Log/ IEndringslog

## 2. Method for calculating fee for using the compensated equipment to commercial passenger operation / Metode for beregning af afgift for anvendelse af kompenseret udstyr til kommerciel passagerkersel

<p>As a consequence of ERIMS being implemented on the Danish Railways operated by Banedanmark, all Stakeholders must install Onboard equipment (ERIMS- and SIM equipment and GSM-R voice radios) which allow them to operate on the network.</p> <p>This GSM-R Voice Onboard Equipment has been made available to all Railway Undertakings, who perform public service traffic. However some of these Railway Undertakings will potentially also perform "Free Traffic", that will distort the competition. To counteract this, Stakeholders must in such cases pay a fee to Banedanmark.</p> <p>A model has been established that defines how this fee shall be calculated for free passenger traffic. The parameters and assumptions are described below. The price for the use of the equipment for freight transport will be determined separately by Banedanmark.</p> <p>In the last chapter a calculation of the total cost in connection with a specific free passenger traffic run is made.</p> <p>See Annex 3 for price input used in the calculation model</p>	<p>Som en konsekvens af implementering af ERTMS på det danske jernbaneanet, skal alle Jernbanevirksomheder have installeret ombordudstyr (ERIMS- og STM-udstyr samt GSM-R radioer), der sætter dem i stand til at anvende nettet.</p> <p>Aile Jernbanevirksomheder, som udfører offentlig servicetrafik, tar stillet dette udstyr til rådighed. Imidlertid vil nogle af disse Jernbanevirksomheder potentielt også køre fri trafik, der således vil ske på konkurrenceforvridende vilkår. For at modvirke dette skal Jernbanevirksomhederne i sådanne tilfælde betale en afgift til Banedanmark.</p> <p>Der er således udarbejdet en model, efter hvilken afgiften kan beregnes for fri passagerkersel. Modellens parametre og forudsætninger er beskrevet nedenfor. Prisen for anvendelse af udstyret til gods-kørsel vil blive fastsat separat af Banedanmark.</p> <p>Afslutningsvis foretages en beregning af de samlede afgifter i forbindelse med specifik fri passagertrafik.</p> <p>Se Bilag 3 for prisinput til beregningsmodel.</p>
--	--

## 2.1 Calculation of fee for GSM-R voice radios / Beregning af afgifter for GSM-R radioer

First the parameters and assumptions for the calculation of the fee is described and hereafter follows the exact calculation.	Forst beskrives parametre og forudsætninger til beregning af afgiften; derefter foretages den faktiske beregning.
---	---

### Description of parameters for calculating the fee for GSM-R Voice Onboard Devices / Beskrivelse af parametre til beregning af afgift for GSM-R Voice Ombordenheder:

Parameter/ assumption	Description	Parameter/ forudsætning	Beskrivelse
Costbasis	<p>Covers the following:</p> <ul style="list-style-type: none"> <li>• First of Class (FoC) and Series</li> </ul> <p>Price for equipment and installation is the same no matter if it is FoC or Series</p> <p>Calculation: Number of trains fitted with GSM-R Voice Onboard Devices by Banedanmark [per traintype] * the total valuation of one train under the type of train</p>	Omkostningsgrundlag	<p>Omfatter pris for:</p> <ul style="list-style-type: none"> <li>• FoC og Serie</li> </ul> <p>Pris for udstyr og installation er den samme, uanset om der er tale om FoC eller Serie</p> <p>Beregning: Antal tog, der udstyret med GSM-R Voice Ombordenheder af Banedanmark [i den pageeldende togtype] * den samlede veerdifastsettelse pr. tog for den pageeldende togtype</p>
Cost for maintenance	Since this cost is held by the Stakeholders this is not included in the calculation model	Omkostning til vedligeholdelse	Da denne omkostning afholdes af Jernbaneverket, medtages den ikke i beregningsmodellen.
Estimate on how many kilometers all train types run per year	Same principles apply as is used in the calculation of the fee for ETCS and STM equipment	Estimat over hvormange kilometer samtlige togtyper kører per år	Der anvendes samme estimat som til beregning af afgift for ETCS- og STM-udstyr.


**Calculation of fee for GSM-R voice equipment /Beregning af afgift for GSM-R radioer:**

Explanation/formula	Result DKK	Forklaring/formel	Resultat DKK
<p>1. Calculation of average installation cost for all train foreseen to be installed (FoC + Serie):</p> <p>- Price per unit for GSM-R voice radio including installation</p>	246,288	<p>1. Beregning af installationsomkostning for tog til installation (FoC + Serie):</p> <p>- Stykpris for GSM-R radio samt installation heraf</p>	246.288
<p>2. Calculation of annual installation costs (=linear depreciation over 10 years):</p> <p>The average installation cost / The total depreciation period (10 years)</p>	24,629	<p>2. Beregning af den arlige installationsomkostning (=linerer afskrivning over 10 ar):</p> <p>Installationsomkostning pr. tog / Den samlede afskrivningsperiode (10 ar)</p>	24.629
<p>3. Calculation of average upgrade cost</p> <p>- Price per unit for upgrading:</p> <p>The upgrade costs is 23,579,087 DKK for 845 units which equals 27,904 DKK for each unit.</p>	27,904	<p>3. Beregning af gennemsnitlig opgraderingsomkostning</p> <p>- Stykpris for opgradering:</p> <p>Udgiftene til denne opgradering er 23.579.087 kr. for 845 enheder, hvilket giver en udgift pa 27.904 kr. pr. enhed.</p>	27.904

Explanation/formula	Result DKK	Forklaring/formel	Resultat DKK
4. Calculation of annual installation costs for the upgrade (=linear depreciation over 5 years): The average installation cost / The total depreciation period (5 years)	5.581	4. Beregning af den Arlige installationsomkostning for opgraderingen (=linerer afskrivning over 5 ar): Installationsomkostning pr. Tog / Den samlede afskrivningsperiode (5 ar)	5.581
5. Calculation of annual cost per trainkilometer (= fee per trainkilometer of commercial passenger operation):  Annual cost per radio (= total annual depreciations) / Annual average number of trainkilometers (Baseline = DSB Timetable 2014) <sup>31</sup>	0,32	5. Beregning af den arlige omkostning pr. togkilometer (= afgift pr. togkilometer i kommerciel passagerkersel):  De arlige omkostninger pr. radio (= totale arlige afskrivninger) / De gennemsnitlige Arlige antal togkilometer (Baseline = DSB Kareplan 2014) <sup>31</sup>	0,32
<sup>31</sup> = 103,818		<sup>31</sup> = 103.818	

## 2.2 Calculation of total cost regarding commercial passenger operation / Beregning af de samlede afgifter i forbindelse med specifik kommerciel passagerkersel

The total fee per trainkilometer is calculated as:		De samlede afgifter pr. togkilometer vil udgøre:	
Type of fee	Fee DKK	Afgift DKK GSM-R	Afgift DKK GSM-
R voice Onboard device	0,32	GSM-R radioer	0,32
When calculating the fee for commercial passenger operation the distance is calculated (in train kilometres) based on the distance which have been covered (including empty running).		Ved beregning af afgiften af kommerciel passagerkersel udregnes afstanden (i togkilometer) på den strækning, som er tilbagelagt (inkl. tomkersel).	

The fee will be calculated as:

Annual cost per train kilometre for GSM-R voice radios • number of train kilometre in commercial passenger operation

### Exampel

The train drives from station A to B which accumulates to 175 train kilometres.

Fee is calculated: DKK  $0.32 \cdot 175$  train kilometres = 56DKK

### Invoicing of the fee

The Stakeholder shall establish a list (eg annually) over the extent of commercial services in the form of one of the two options:

- the duty timetable (if it is a regular train running everyday)
- A train order (if it is a single event)

List must contain a specification per train run as above:

- Train order number / Duty timetable version in use
- Train running number
- Declaration of distances (from-to)
- Number of train kilometers
- Fee per train kilometer
- Total fee

Banedanmark will verify / check the calculated fees according to train orders or duty timetables.

Afgiften vil saledes udgøre:

Arlig omkostning per togkilometer for GSM-R radioer • antal togkilometer kommerciel passagerkørsel

### Eksempel

Toget kører fra station A til B, hvilket er opgjort til 175 togkilometer.

Afgiften beregnes saledes til:  $(0,32 \text{ kr.} \cdot 175 \text{ togkilometer}) = \underline{56 \text{ kr}}$

### Opkrævning af afgiften

Jernbanevirksomheden udarbejder en oversigt (f.eks. arligt) over omfanget af kommerciel kørsel i form af en af følgende to muligheder:

- tjenestekereplanen (hvis det er et fast tog, der kører hver dag)
- en toganmeldelse (hvis det er en enkeltstående begivenhed)

Oversigten skal indeholde en specifik oplysning per kørsel over:

- Toganmeldelsesnummer/Tjenestekereplansversion
- Tognummer
- Angivne streekninger (fra-til)
- Antal togkilometer
- Afgift per togkilometer
- Samlet afgift

Banedanmark verificerer/kontrollerer de udregnede afgifter i henhold til tjenestekereplan/ toganmeldelse.



## **The Signalling Programme**

**Lending Agreement for GSM-R Voice Onboard  
Equipment / Aftale om Udlån af GSM-R Voice  
Ombordudstyr**

**Annex 5 Information that must be sent to  
Banedanmark regarding the Loaned**

**Udlånsaftalebilag 5 Information der skal leveres til  
Banedanmark vedrørende det Lånte**

banedanmark





Signalprogrammet  
Fjernbane Onboard  
Annex 5/Udlønsaftalebilag 5

Banedanmark  
Signalprogrammet  
Carsten Niebuhrs  
Gade 43  
1577 København V  
Danmark  
[www.banedanmark.dk](http://www.banedanmark.dk)

Forfatter: Fjernbane  
Onboard Projektet  
Telefon: +45 8234 0000





*Annex 5 Information that must be sent to Banedanmark  
regarding the Loaned*

*Udlånsaftalebilag 5 Information der ska/leveres ti/  
Banedanmark vedrørende det Lånte*

**Table of Contents / Indholdsfortegnelse**

I. Change Log / JEndringslog .....	4
2. Asset and Maintenance data / Asset- og vedligeholdelses data .....	S

## 1. Change Log / }Endringslog


## 2. Asset and Maintenance data / Asset- og vedligeholdelses data

The Stakeholder must establish and maintain database that contains the following minimum assets- and maintenance data for each component:

- Item number
- Equipment number
- Versions data (both software and hardware)
- Vehicle No.
- Equipment Location in vehicle: (Must be defined for borrowed component, as there may be more of the same component in one vehicle)
- Date of insertion of equipmentet in vehicle
- Date of equipmentet taken from the vehicle
- Error history of equipmentet
- Error history of vehicle
- The next scheduled review date

When recording information related to vehicle number, the number shall be so detailed that it accurately identifies which specific vehicle is involved. The whole vehicle number should be described (ie for example. SA8150, SE4111 and the like).

**Note:** Detailed Banedanmark guidelines will be agreed between the Parties no later than at the end of the first 12 months of operation.

Jembaneverksamheden skal oprette og vedligeholde en database, der minimum indeholder følgende assets- og vedligeholdelsesdata for hver komponent:

- Varenummer
- Serie nummer
- Versions data ( for bade software og hardware )
- Litra nr
- Udstyrets placering pa Litra: (Skat angives for lant komponent, da der kan veere flere af samme komponent pa litraet.)
- Dato for indseettelsen af udstyret i litraet
- Dato hvor udstyret er udtaget fra litraet
- Fejl historik for udstyret
- Fejl historik for Litra
- Neeste planlagte revisionsdato

Nar der registreres oplysninger knyttet til litranumre, skal litranummeret skal veere sa udferligt beskrevet, at det praecist angiver, hvilket specifikt karetej, der er tale om. Dvs. hele litraens nummer skat beskrives (dvs. feks. SA8150, SE4111 og tilsvarende).

**Note:** Banedanmarks detaljerede guidelines vii blive endelig aftalt mellem parteme senest 12 maneder efter at systemet er taget i brug.

# The Signalling Programme

Lending Agreement regarding GSM-R Voice  
Onboard/ Aftale om Udlån af GSM  
Ombordudstyr

Annex 6 – CSR

Udlånsaftalebilag 6 - CSR

banedanmark



	Signalling Systems	Banedanmark Carsten Niebuhrs Gade 43 1577 Copenhagen Danmark <a href="http://www.banedanmark.dk">www.banedanmark.dk</a>
	Annex 6 Udlansaftalebilag 6	

## Content/ Indholdsfortegnelse

## Page/ Side

1	Change Log	4
2	CSR - English	5
3	CSR- Dansk	11

# 1 Change Log




## 2 CSR – English

**In this document the "Supplier" refers to the Railway Undertakings**

### **Social Responsibility (CSR)**

Banedanmark works to secure the railways of the future for the benefit of society, people and the environment. We are committed to ensuring that society, people and the environment are included in all phases of the railway infrastructure's service life.

Banedanmark generally expects our contractors to comply with applicable Danish legislation, including international conventions acceded to by Denmark. Banedanmark therefore demands that the Supplier must comply with the following corporate social responsibility requirements in the Supplier's performance of the Contract, regardless of whether production and delivery are performed by the Supplier itself or through the use of subcontractors, and that the Supplier imposes the same CSR requirements on these subcontractors. The term 'Supplier' used below includes any subcontractors.

Banedanmark wants the performance of the Contract to comply with the principles of the UN Global Compact Initiative. In the performance of the Contract, the Supplier undertakes to ensure respect for fundamental labour rights, including the prohibition of child labour and forced labour as set out in principles 3, 4, 5 and 6 of the UN Global Compact. In the performance of the Contract, the Supplier is also obliged to contribute to the protection of nature and the environment, as set out in principles 7, 8 and 9 of the UN Global Compact. This is implemented in this Contract by the Supplier having to comply with the specific requirements for the characteristics of the services, as well as the stipulated minimum environmental and energy requirements.

#### **1. ILO Convention No. 94 and Equality**

In pursuance of ILO Convention No. 94 concerning Labour Clauses (Public Contracts), Banedanmark is obliged to verify that the Supplier ensures wages for workers, including allowances, hours of work and other conditions of labour which are no less favourable than those established for work of the same nature by a collective wage agreement entered into by the most representative labour market parties for the trade or industry concerned in Denmark and applicable throughout Danish territory.

The Supplier undertakes to ensure that its own employees and those of any subcontractors used for the performance of the Contract in Denmark are offered the wages and conditions of employment referred to above. Furthermore, the Supplier undertakes to inform its employees and those of any subcontractors of the applicable working conditions.

If the Supplier fails to comply with the above requirements, and this results in a justifiable claim for additional wages from the employees, Banedanmark can withhold remuneration to the Supplier to guarantee the employees the above conditions of employment. The employees must be entitled to institute proceedings vis-a-vis the Supplier in accordance with this provision.

## 2. Registration of foreign suppliers/subcontractors

Foreign suppliers working in Denmark are required to register in the Danish Business Authority's Register of Foreign Service Providers (RUT). If a foreign subcontractor is used, the Supplier is responsible for ensuring that the subcontractor is registered in RUT.

If requested by Banedanmark, the Supplier must document that registration has taken place.

For more information about the Register of Foreign Service Providers, see the Danish Working Environment Authority's website— [www.at.dk](http://www.at.dk).

## 3. Carriage of dangerous goods

The Supplier must comply with the current version of the European Convention concerning the International Carriage of Dangerous Goods by Road (ADR) and the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) and the applicable national executive orders implementing the conventions in Danish law.

## 4. Cabotage

The Supplier must comply with the rules applicable to cabotage operations at any given time, defined as national transport for hire or reward, carried out for a limited period in a host Member State, as referred to by Regulation (EC) No 1072/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international road haulage market.

For further information on cabotage rules, see the Danish National Transport Authority's website: [www.trafikstyrelsen.dk](http://www.trafikstyrelsen.dk).

## 5. Occupational health and safety

The Supplier must comply with the regulatory framework applicable to occupational health and safety at any given time, see Consolidation Act no. 1072 of 7 September 2010 on occupational health and safety, as amended.

## 6. Other focus areas

Banedanmark wants the performance of the Contract to comply with the principles of corporate social responsibility.

### *Human rights*

The Supplier should support and respect the protection of internationally declared human rights and ensure that the Supplier does not contribute to human rights violations.

In the performance of the Contract, the Supplier warrants to comply at any given time with the applicable legislation which aims to prohibit discrimination on the grounds of race, colour, religion or belief, political opinion, sexual orientation, age, disability or national, social or ethnic origin or which aims to ensure ethnic equality.

In the performance of the Contract, the Supplier undertakes to ensure respect for fundamental human rights as set out in principles I and 2 of the UN Global Compact.

#### *Labour rights*

The Supplier should maintain freedom of association and organisation and effectively recognise the right to collective bargaining, support the eradication of all forms of forced labour, support the effective elimination of child labour and eliminate discrimination in working and employment conditions.

In the performance of the Contract, the Supplier also undertakes to ensure compliance with fundamental labour rights, which entails

- that the services supplied and parts thereof are not produced in breach of the general prohibition on forced labour, as expressed in ILO Convention Nos. 29 and 105, among other provisions,
- that the services supplied and parts thereof are not produced in breach of the general prohibition on forced labour, as expressed in ILO Convention Nos. 138 and 182, among other provisions,
- that the services supplied are produced in circumstances in which the general principle of the right to freedom of association and the right to collective bargaining is guaranteed, as this principle has been expressed in ILO Convention Nos. 87, 98 and 135, among other provisions,
- that the services supplied and parts thereof have been produced in circumstances where the general principle of the right to fair pay has been respected, as this principle has been expressed in ILO Convention Nos. 26 and 131 and the UN Declaration of Human Rights, article 23 (3), among other provisions,
- that the services supplied and parts thereof have been produced in circumstances where the general principle of the right to fair working hours has been respected, as this principle has been expressed in ILO Convention Nos. 1 and 30 and the UN Declaration of Human Rights, article 24, among other provisions,
- that the services supplied and parts thereof have been produced under conditions in which the general principle of the right to a safe and healthy working environment has been complied with, as this principle has been expressed in ILO Convention No. 155, among other provisions.

#### *Environment*

The Supplier should generally support a precautionary approach to environmental challenges, take the initiative to promote greater environmental accountability and encourage the development and dissemination of environmentally friendly technologies.

In the performance of the Contract, the Supplier undertakes to contribute to the protection of nature and the environment to promote a sustainable development of society that respects human living conditions and the conservation of animal and plant life.

In the production and provision of the contractual services, the Supplier must, in particular, endeavour:

- to prevent and combat pollution of air, water, soil and subsoil, as well as vibration and noise,
- to use hygienic processes important to the environment and people,
- to reduce the use and waste of raw materials and other resources,
- to promote the use of cleaner technology, and
- to promote recycling and reduce problems related to waste disposal.

Importance is thus attached to what is achievable through the use of the best available technology and techniques, including less polluting raw materials, processes and installations and the best possible anti-pollution measures.

The Supplier is obliged to keep copies of relevant environmental authorisations.

#### *Anti-corruption*

The Supplier should counter all forms of corruption, including extortion and bribery.

Any sentencing for corruption during the term of the Contract, including active bribery as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/42/RIA, will be regarded as material breach of the Contract. The same applies to sentencing for the group of persons mentioned in Section 135(2) of the Danish Public Procurement Act (*Udbudsloven*), including members of the Supplier's or any subcontractors' executive board, board of directors or the like.

Corruption is defined as any case of abuse of entrusted power for private gain, for example:

- Active and passive bribery
- Embezzlement
- Fraud
- Fraudulent abuse of position
- Malfeasance

## 7. Reports via Banedanmark's whistleblower scheme and reports of railway safety incidents

#### *Whistleblower scheme*

Banedanmark gives high priority to reports to Banedanmark's whistleblower scheme.

The Supplier is obliged to report serious, gross and illegal acts such as bribery, extortion, embezzlement, theft, forgery, manipulation of accounts etc.

Reports must be submitted via <https://www.banedanmark.dk/da/Kontakt/Wlusterblowercror<nin.g>.

Cases of harassment, cooperation difficulties, absence, violation of staff policy guidelines, dissatisfaction with pay conditions, inappropriate management etc. should not be reported via

Banedanmark's whistleblower scheme and will, as a general rule, be rejected and referred for handling through the existing reporting channels.

#### *Railway safety incidents*

The Supplier is obliged to report railway safety incidents such as accidents, near-miss accidents or undesirable railway conditions.

Reports must be submitted in accordance with the regulations valid at any time.

### 8. Supplier's liability

As stated above, the Supplier is obliged under the Contract to ensure compliance with the stipulated requirements 'in the performance of the Contract'. The Supplier's liability thus solely concerns the work provided/performed under the Contract.

In assessing whether the Supplier can be held liable for performance of the Contract which is contrary to the requirements referred to, importance will be attached to, among other factors, how the Supplier has organised its own production processes and methods, and the extent to which the Supplier has been able to influence the performance of the Contract through the Supplier's behaviour in connection with the performance of said Contract, including the choice of subcontractors or the choice of parts for the deliverables.

### 9. Documentation

Banedanmark is entitled to demand documentation that the Supplier complies with its obligations under this Annex.

Banedanmark will also be entitled to conduct audits of the Supplier and its subcontractors. The Supplier's compliance with its obligations under this Annex may also be discussed at supplier meetings.

**If** Banedanmark is in doubt as to whether the Supplier complies with its obligations under this Annex, Banedanmark will generally enter into a close dialogue with the Supplier in order to clarify any doubts.

**If** there are specific grounds to suspect that the Supplier does not comply with its obligations under this Annex, the Supplier must immediately, at Banedanmark's request, submit a written account of and document the processes and/or methods used to produce and supply the services that form part of the performance of the Contract and submit any necessary documentation for any materials used as part of these services.

The Supplier must also account for the extent to which the Supplier may influence the performance of the Supplier's obligations through the Supplier's behaviour in connection with the performance of the Contract, including when selecting subcontractors.

**If** requested by Banedanmark, the account and accompanying documentation must be accompanied by certificates documenting the processes and/or the methods in accordance with which the services have been produced/supplied and any materials included in the services.

Based on the above written account and documentation etc., Banedanmark will perform a specific evaluation of the individual case in which all relevant circumstances will be taken into account.

In the event of ascertained non-compliance with the requirements for human rights, labour rights, the environment and/or anti-corruption, see Clause 7, Banedanmark may demand:

- that the Supplier remedy the defect or deficiency immediately following Banedanmark's demand,
- that, in future, the Supplier, in the performance of the Contract, comply with the requirements laid down in this Annex for human rights, labour rights, the environment and/or anti-corruption, see Clause 7, and
- that the Supplier fully remedy any damage caused, including by payment of suitable damages. The assessment of whether damage caused in connection with the performance of the Contract has been fully remedied is, if necessary, independent of whether the national rules on damages that regulate the specific matter may only permit partial indemnity.

In the event of the Supplier's material breach of the obligation to comply with the requirements laid down in this Annex, Banedanmark will be entitled to terminate the Contract in accordance with the provisions on breach contained therein.

### 3 CSR - Dansk

**I dette dokument skal der med "Leverandaren" forstas Jernbanevirksomheden**

#### **Social ansvarlighed (CSR)**

Banedanmark arbejder for at sikre fremtidens jernbane til gavn for samfund, mennesker og miljø. Vi lægger veegt på, at hensyn til samfund, mennesker og miljø indgår i alle faser af jernbaneinfrastrukturens levetid.

Banedanmark forventer generelt, at vores kontraktparter overholder geeldende dansk lovgivning, herunder internationale konventioner tiltrådt af Danmark. Banedanmark stiller således krav om, at Leverandaren ved opfyldelsen af kontrakten forpligter sig til at overholde nedenstående krav til social ansvarlighed, uanset om produktion og levering udføres af Leverandaren selv eller ved anvendelse af underleverandere, samt at Leverandaren i sine aftaler med underleverandere forpligter disse til at forholde sig på samme måde. Når der i det følgende står "Leverandaren", inkluderer dette også eventuelle underleverandere.

Banedanmark ønsker, at udførelsen af kontrakten sker under overholdelse af principperne i FN's Global Compact Initiative. Leverandaren forpligter sig ved opfyldelsen af kontrakten således til at sikre overholdelsen af de grundlæggende arbejdstagerrettigheder, herunder forbuddet mod bernearbejde og tvangsarbejde, som fastlagt i princip 3, 4, 5 og 6 i FN's Global Compact. Leverandaren er ved opfyldelsen af kontrakten ligeledes forpligtet til at medvirke til at værne om natur og miljø som fastlagt i princip 7, 8 og 9 i FN's Global Compact. Dette udmenter sig i nærværende kontrakt ved, at Leverandaren skal overholde de specifikt fastlagte krav til ydelsernes egenskaber samt de fastlagte minimumskrav til miljø og energi.

#### **1. ILO Konvention nr. 94 og Ligebehandling**

Banedanmark er i medfar af ILO konvention nr. 94 om arbejdsklausuler i offentlige kontrakter forpligtet til at sikre, at Leverandaren tilsikrer ansatte 10n, herunder seerlige ydelser, arbejdstid og andre arbejdsvilkår, som ikke er mindre gunstige end dem, der gælder for arbejde af samme art i henhold til en kollektiv overenskomst indgået af de inden for det pågeeldende faglige område mest repræsentative arbejdsmarkedsparter i Danmark, og som gælder på hele det danske område.

Leverandaren forpligter sig til at sikre at egne ansatte samt ansatte hos evt. underleverandere, som er beskeeftiget med opgavens udførelse i Danmark, har len- og anseettelsesvilkår som nævnt ovenfor. Leverandaren er endvidere forpligtet til at orientere egne og evt. underleverandere ansatte om de geeldende arbejdsvilkår,

Overholder Leverandaren ikke ovennævnte krav, og medfører dette et berettiget krav på yderligere lan fra de ansatte, kan Banedanmark tilbageholde vederlag til Leverandaren med henblik på at sikre de ansatte de nævnte anseettelsesvilkår. De ansatte skal veere påtaleberettigede over for Leverandaren i henhold til denne bestemmelse.

Ud!nsaftalebilag 6 - CSR

## 2. Registrering af udenlandske leverandere/underleverandere

Udenlandske leverandere, der arbejder i Danmark, er forpligtet til lade sig registrere i Erhvervsstyrelsens Register over Udenlandske Tjenesteydere (RUT). Er der tale om en udenlandsk underleverandere, påhviler det Leverandere at påse, at underleverandere er registreret i RUT.

Såfremt Banedanmark anmoder herom, skal Leverandere dokumentere, at registrering har fundet sted.

For yderligere oplysninger om Registret om Udenlandske Tjenesteydere se Arbejdstilsynets hjemmeside – [www.at.dk](http://www.at.dk).

## 3. Transport af farligt gods

Leverandere skal overholde den til enhver tid gældende udgave af Europeisk Konvention om International Transport af Farligt Gods ad Vej (ADR) og Reglement for National og International Befordring af Farligt Gods med Jernbane (RID) samt de gældende nationale bekendtgørelser, der sætter konventionerne i kraft i dansk ret.

## 4. Cabotage

Leverandere skal overholde det til enhver tid gældende regelset vedrørende cabotagekørsel defineret som national transport for fremmed regning, der udføres i en begrænset periode i en værtsmedlemsstat, jf. Europa Parlamentets og Rådets forordning nr. 1072/2009 om fælles regler for adgang til markedet for international godskørsel.

For yderligere oplysninger om cabotage-reglerne henvises til Trafikstyrelsens hjemmeside: [www.trafikstyrelsen.dk](http://www.trafikstyrelsen.dk).

## 5. Arbejdsmiljø

Leverandere skal overholde det til enhver tid gældende regelset vedrørende arbejdsmiljø, jf. lovbekendtgørelse om arbejdsmiljø nr. 1072 af 7. sept. 2010 med senere ændringer.

## 6. Øvrige fokusområder

Banedanmark ønsker, at opfyldelsen af kontrakten sker under overholdelse af principper om social ansvarlighed.

### *Menneskerettigheder*

Leverandere ber støtte og respektere beskyttelsen af internationalt erklærede menneskerettigheder og sikre sig, at Leverandere ikke medvirker til krænkelse af menneskerettighederne.

Ved opfyldelsen af kontrakten indestår Leverandere for til enhver tid at overholde den gældende lovgivning, der tager sigte på forbud mod forskelsbehandling på grund af race, hudfarve, religion eller tro, politisk anskuelse, seksuel orientering, alder, handicap eller national, social eller etnisk oprindelse, eller som tager sigte på at sikre etnisk ligebehandling.

Udlansaftalebilag 6 – CSR

Annex 6 – CSR



Leverandøren forpligter sig ved opfyldelsen af kontrakten således til at sikre overholdelsen af grundlæggende menneskerettigheder, som fastlagt i princip 1 og 2 i FN's Global Compact.

### *Arbejdstagerrettigheder*

Leverandøren ber opretholde organisationsfrihed og effektivt anerkende retten til kollektiv forhandling, støtte udryddelse af alle former for tvangsarbejde, støtte effektiv afskaffelse af bernearbejde og eliminere diskrimination i arbejds- og anseelsesforhold.

Leverandøren forpligter sig ved opfyldelsen af kontrakten endvidere til at sikre overholdelsen af de grundlæggende arbejdstagerrettigheder, hvilket bl.a. indebærer,

- at de leverede ydelser og dele heraf ikke er produceret i strid med det generelle forbud mod tvangsarbejde, således som dette bl.a. har fundet udtryk i ILO-konvention nr. 29 og 105,
- at de leverede ydelser og dele heraf ikke er produceret i strid med det generelle forbud mod anvendelse af bernearbejde, således som dette bl.a. har fundet udtryk i ILO-konvention nr. 138 og 182,
- at de leverede ydelser er produceret under forhold, hvor det generelle princip om retten til organisationsfrihed og retten til kollektive forhandlinger er sikret, således som dette princip bl.a. har fundet udtryk i ILO-konvention nr. 87, 98 og 135,
- at de leverede ydelser og dele heraf er produceret under forhold, hvor det generelle princip om retten til rimelig aflønning er overholdt, således som dette princip bl.a. har fundet udtryk i ILO-konvention nr. 26 og 131 og FN's Menneskerettighedserklæring, artikel 23, stk. 3,
- at de leverede ydelser og dele heraf er produceret under forhold, hvor det generelle princip om retten til rimelige arbejdstider er overholdt, således som dette princip bl.a. har fundet udtryk i ILO-konvention nr. 1 og 30 samt FN's Menneskerettighedserklæring, artikel 24,
- at de leverede ydelser og dele heraf er produceret under forhold, hvor det generelle princip om retten til et sikkert og sundt arbejdsmiljø er overholdt, således som dette princip bl.a. har fundet udtryk i ILO-konvention nr. 155.

### *Miljø*

Leverandøren her generelt støtte en forsigtighedstilgang til miljømæssige udfordringer, tage initiativ til at fremme en større miljømæssig ansvarlighed og tilskynde udvikling og spredning af miljøvenlige teknologier.

Leverandøren er ved opfyldelsen af kontrakten forpligtet til at medvirke til at værne om natur og miljø, så samfundsudviklingen kan ske på et beordygtigt grundlag i respekt for menneskets livsvilkår og for bevarelsen af dyre- og plantelivet.

Der sigtes hermed særligt til, at Leverandøren ved produktion og levering af de af kontrakten omfattede ydelser på god vis sager

- at forebygge og bekæmpe forurening af luft, vand, jord og undergrund samt vibrations- og støjproblemer,
- at anvende hygiejnisk begrundede processer af betydning for miljøet og for mennesker,
- at begrænse anvendelse og spild af råstoffer og andre ressourcer,
- at fremskaffe anvendelsen af renere teknologi samt
- at fremskaffe genanvendelse og begrænse problemer i forbindelse med affaldsbortskaffelse.

Der lægges herved vægt på, hvad der er opnåeligt ved anvendelsen af den bedst tilgængelige teknik, herunder mindre forurenende råvarer, processer og anlæg og de bedst muligt forureningsbekæmpende foranstaltninger.

Leverandøren er forpligtet til at opbevare kopier af relevante miljøgodkendelser.

#### *Anti-korruption*

Leverandøren ber modarbejde alle former for korruption, herunder afpresning og bestikkelse.

Endelig dom for korruption i kontraktperioden, herunder aktiv bestikkelse som defineret i henholdsvis artikel 3 i Rådets retsakt af 26. maj 1997 og artikel 3, stk. 1 i Rådets fælles aktion 98/742/RIA, anses for væsentlig misligholdelse. Tilsvarende gælder, hvor der er tale om endelig dom for så vidt angår den personkreds, som er nævnt i udbudslovens § 135, stk. 2, herunder medlemmer af Leverandørens eller eventuelle underleverandørers direktion, bestyrelse eller lignende.

Ved korruption forstås alle tilfælde af misbrug af betroet magt med henblik på at opnå en fordel, f.eks.:

- Aktiv og passiv bestikkelse
- Undersleeb
- Bedrageri
- Mandatsvig
- Embedsmisbrug

#### 7. Indberetninger via Banedanmarks whistleblowerordning samt indberetninger om jernbanesikkerhedsmeestge heendelser

##### *Whistleblowerordning*

Banedanmark prioriterer indberetninger til Banedanmarks whistleblowerordning højt.

Leverandøren er forpligtet til at indberette alvorlige, grove og ulovlige forhold som for eksempel bestikkelse, afpresning, undersleeb, tyveri, dokumentfalsk, regnskabsmanipulation mv.

Indberetning skal ske på <https://www.banedanmark.dk/da/Kontakt/Whistleblowerordning>.

Sager om chikane, samarbejdsvanskeligheder, fraveer, overtrædelse af personalepolitiske retningslinjer, utilfredshed med ledelse, uhensigtsmæssig ledelse mv. skal ikke indberettes via Banedanmarks

whistleblowerordning og vil som udgangspunkt blive afvist og henvist til behandling gennem de eksisterende indberetningskanaler.

### *Jernbanesikkerhedsmæssige hændelser*

Leverandøren er forpligtet til at indberette Jernbanesikkerhedsmæssige hændelser som f.eks. uheld, teet ved-hændelser eller uønskede tilstande på jernbanen.

Indberetning skal ske efter de til enhver gældende retningslinjer.

## 8. Leverandørens ansvar

Som anført i foranstående, er Leverandøren efter kontrakten forpligtet til at sikre overholdelsen af de nævnte krav "ved opfyldelsen af kontrakten". Leverandørens ansvar angår således alene det i tilknytning til kontrakten leverede færdige arbejde.

Ved vurderingen af, om Leverandøren kan holdes ansvarlig for en opfyldelse af kontrakten, som strider mod de nævnte krav, lægges der blandt andet vægt på, hvorledes Leverandøren har tilrettelagt sine egne produktionsprocesser og -metoder, samt i hvilket omfang Leverandøren ved sin adfærd i forbindelse med opfyldelsen af kontrakten har kunnet påvirke opfyldelsen iøvrigt, herunder ved valg af underleverandører eller ved valg af dele til det leverede.

## 9. Dokumentation

Banedanmark er berettiget til at kræve dokumentation for, at Leverandøren overholder sine forpligtelser i henhold til dette bilag.

Banedanmark er berettiget til at foretage audit af Leverandøren og dennes underleverandører. Leverandørens overholdelse af sine forpligtelser i henhold til nærværende bilag kan desuden være genstand for dreftelser på leverandørmeder.

Hvis Banedanmark kommer i tvivl om, hvorvidt Leverandøren overholder sine forpligtelser i henhold til nærværende bilag, er Banedanmarks udgangspunkt at indlede en teet dialog med Leverandøren med henblik på at få belyst eventuelle tvivlsspørgsmål.

Såfremt der opstår en konkret begrundet mistanke om, at Leverandøren ikke overholder sine forpligtelser i henhold til nærværende bilag, skal Leverandøren straks efter Banedanmarks anmodning fremsende en skriftlig redegørelse for samt dokumentere, i henhold til hvilke processer og/eller -metoder de ydelser, der indgår til opfyldelsen af kontrakten, er tilvirket/leveret, samt fremsende fornøden dokumentation for, hvilke eventuelle materialer der indgår i ydelserne.

Endvidere skal Leverandøren redegøre for, i hvilket omfang Leverandøren ved sin adfærd i forbindelse med opfyldelsen af kontrakten kan påvirke opfyldelsen af sine forpligtelser, herunder ved valg af underleverandører.

Såfremt Banedanmark anmoder herom, skal redegørelsen og den tilhørende dokumentation være ledsaget af attester, som dokumenterer, dels i henhold til hvilke processer, og/eller efter hvilke metoder tilvirkning/levering har fundet sted, dels hvilke eventuelle materialer der indgår i ydelserne.

Banedanmark vil på baggrund af ovennævnte skriftlige redegørelse og dokumentation mv. foretage en konkret vurdering af den enkelte sag, hvor alle relevante forhold vil blive taget i betragtning.

I tilfælde af en konstateret manglende overholdelse af kravene til menneskerettigheder, arbejdstagerrettigheder, miljø og/eller anticorruption, jf. punkt 7, kan Banedanmark krevne:

- at Leverandøren straks efter Banedanmarks fremsættelse af påkrav herom afhjælper manglen,
- at Leverandøren fremover ved opfyldelse af kontrakten leverer under overholdelse af de i dette bilag nævnte krav til menneskerettigheder, arbejdstagerrettigheder, miljø og/eller antikorruption, jf. punkt 7, og
- at Leverandøren fuldt ud genopretter forvoldt skade, herunder ved udbetaling af passende skadeserstatning. Vurderingen af, om en ved opfyldelse af kontrakten forvoldt skade er genoprettet fuldt ud, er om nødvendigt uafhængig af, at de nationale erstatningsregler, der regulerer det konkrete forhold, eventuelt alene tillader delvis skadesløsholdelse.

I tilfælde af Leverandørens væsentlige misligholdelse af forpligtelsen til at overholde kravene i nærværende bilag er Banedanmark berettiget til at bringe kontrakten til ophør i overensstemmelse med kontraktens misligholdelsesbestemmelser.