

Standard Access Contract for Øresundsbro Consortium's infrastructure

Access Contract

between

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

on behalf of the

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

and

[Railway Undertaking]
[Street, Number]
[Zipcode, City]
CVR registration number: XX XX XX XX
(Hereinafter referred to as "RU" – Railway Undertaking)

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

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Contract structure

The contract consists of the following parts that apply in this order:

- I. Standard access contract
- II. Annex to the standard access contract
- III. Amendment to the standard access contract on specific conditions for the RU, if any
- IV. Annex to the amendment on specific conditions for the RU, if any

Definitions

Optional path: a pre-planned path that can only be guaranteed for use by the RU once a final application has been submitted by the RU within a specified date. The optional path may become void if another application is submitted regarding the same path, which in terms of transport work exceeds the optional path. Executive order no. 15 includes a formula to calculate transport work in regards to the allocation of railway infrastructure capacity (paths). Rail Denmark is not obliged to take into account optional paths, to the extent an already allocated capacity will be disadvantaged when planning work on the infrastructure.

Infrastructure work: work which may affect the traffic flow or even decrease the available capacity of the RU.

Infrastructure data: data which are necessary in order for the RU to prepare a preferred access timetable for submission to Banedanmark who plans such capacity.

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

Train path: the infrastructure capacity of the railway network defined in time and geography by a sequence of arrival and departure times for the train between the departure station, the intermediate stations, the arrival station and the capacity in-between all the aforementioned.

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

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

La letter: an overview of all infrastructure work with consequences for traffic in relation to the timetable.

Rolling stock data: data necessary to include in Banedanmark's timetable data base, in respect to the calculation of travel time.

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

Regularity statement: statement on train movements calculated using methods described in the applicable executive order on infrastructure charges etc. for the State's rail network.

Maintenance driving: driving in tracks and points that are not used for transport during normal operation to ensure the track circuits remain working and useable.

Track possessions (excluding interval track possessions): a track possession that reduces the capacity of the infrastructure in order to ensure track access for infrastructure works. Rescheduling and cancellation of trains may occur, requiring a correction of the timetable. Track possessions leading to minor delays will not typically require correction of the timetable. Track possessions can be carried out during periods where trains are not operating or in areas that will have no impact on traffic.

1 Purpose

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

This contract stipulates co-operation, mutual rights and obligations, conditions, requirements for insurance, etc. for the RU's use of ØSB's infrastructure located on Danish territory. Banedanmark enters into the contract on behalf of ØSB under the General Agreement on Management of the railway on the Øresund link between Øresundsbron Consortium and the National Railway Agency (now Banedanmark) of 19 June 2000.

2 Minimum access package

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

Rights and duties associated with the minimum access package are stipulated in 2.1 - 2.9 of the contract.

2.1 Capacity allocation

Banedanmark allocates capacity on behalf of ØSB.

The RU is allocated the capacity to carry out train operation. Allocation is granted annually on the basis of a specific application from the RU and Banedanmark provides a written confirmation on the awarded capacity allocation. Additional capacity for occasional transport may also be allocated.

The allocation principles are set forth in the applicable executive order on allocation of railway infrastructure capacity (paths) etc. Deadlines for application and allocation of capacity are provided on Banedanmark's website.

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

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

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

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

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

In case of congested infrastructure the Danish Transport and Construction Agency will, according to the applicable executive order on allocation of railway infrastructure capacity (paths) etc., determine the threshold for when Banedanmark may revoke utilization of one or more paths.

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

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

2.2 Timetable

Banedanmark composes a timetable on behalf of ØSB. The timetable consists partly of a service timetable and partly of on-going notifications. The service timetable is announced annually after the allocation period has expired and may be updated during the allocation period.

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

The service timetables will be sent to the RU electronically.

2.3 Traffic operation

Banedanmark manages traffic on behalf of ØSB.

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

The drafting of the 'Principles for operation' is carried out in close collaboration between Banedanmark and the RUs and follow the procedure for capacity allocation according to applicable law on allocation of railway infrastructure capacity (paths) etc. The 'Principles for operation' are subject to continuous revision and the RU is obliged to participate in its preparation and implementation.

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

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

The use of the 'Principles for operation' may be initiated by Banedanmark or by the RU for RU's own trains.

The 'Principles for operation' include appendixes with recommendations on maintenance driving. Banedanmark ensures that all RUs participate equally in the maintenance driving.

Banedanmark's allocation authorities

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

Tool car standby

Banedanmark may request tool car standby for clearing the infrastructure where RU equipment interferes with the traffic flow. The RU will pay such expenses according to section 9 of the contract.

2.4 Traffic information

Traffic information will not be supplied on ØSB's infrastructure.

2.5 Information on traffic flow

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

2.6 Use of power supply equipment

The RU ensures that the pantographs comply with applicable standards at all times, in order for the interacting pantograph/traction lines to minimize abrasions and operational disruptions.

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

2.7 Technical and traffic specifications

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

The parties are obliged to follow these regulations.

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

2.8 Data exchange

If the parties deem it necessary to enter into an agreement on data exchange, the mutual rights and obligations are determined in annex 3.

3 Track access to service facilities and delivery of services

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

4 Additional services

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

4.1 Traction current

At the request of the RU, ØSB supplies energy to propel the electric traction units.

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

4.2 Permit for exceptional transports

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

Please see section 9 for information on charges.

5 Ancillary services

If the conduction of an exceptional transport requires alterations in ØSB's infrastructure such as resetting axelmeasuring facilities etc., ØSB offers this service at factual cost plus an administrative surcharge of 5 %.

6 Safety and permits

6.1 Permit and safety certificate etc.

It is the responsibility of the RU to possess a valid permit to perform train operations and a safety certificate issued by the Danish Transport and Construction Agency.

ØSB warrants that it has the required permission and safety approval as infrastructure manager.

6.2 Accidents and antecedents to accidents

In case of accidents and antecedents to accidents as defined in the applicable execute order on reporting data for analyses and planning etc. in the railway sector, the provisions of Banedanmark's Traffic Instructions (incl. SR) shall apply. The RU and Rail Net Denmark (on behalf of ØSB) are obliged to co-operate and exchange data when examining accidents and antecedents to accidents.

6.3 Dangerous goods

In case the RU wishes to transport or place dangerous goods on ØSB's infrastructure and/or areas, the RU must disclose all necessary information to Banedanmark, in order to meet the requirements of RID 1.4.3.6 and the applicable risk legislation SR and SIN.

7 Infrastructure works

ØSB plans and carries out infrastructure works under the applicable ØSB Network Statement. It is the responsibility of Banedanmark, on behalf of ØSB, to continually notify the RU about planned infrastructure works.

When extensive traffic disorder coincides with the planned track possessions on ØSB's infrastructure, Banedanmark involves ØSB in the dialogue regarding traffic operation. ØSB must be prepared to postpone or cancel the track possession in order to reduce the impact of the traffic disorder. Banedanmark cannot without ØSB's acceptance postpone/cancel a track possession.

7.1 Priority in planning of track possessions for infrastructure works

When planning track possessions a variety of scenarios can be selected in order to balance reliability/robustness against available capacity. Banedanmark and the RU have agreed that reliability in track possessions and their planning in general shall be given highest

priority. Reliability includes respecting the notification notice during the planning process (in order for passengers and freight clients to receive reliable information on train operation) and that the actual track possessions are planned robustly in terms of performance (for high punctuality and cancellation of track possessions in due time).

7.2 Notification time periods

Banedanmark announces track possessions to the RU.

The following notification time periods apply for the planning of track possessions excluding interval track possessions and track possessions with no impact on traffic. Interval possessions and possessions without traffic impact require no warning to the RU. For further definitions of the types of track possessions see section "Definitions".

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

As a result of standard specific inspections, ØSB may need to implement track possessions for infrastructure work, to be performed within 12 weeks after the inspection. These track possessions are exempted from the N-4 months' notice, even if the track possession's duration prescribes this notice.

Notifications or changes to submitted notifications, if any, issued later than the applicable deadlines will affect the determination of Banedanmark's track possession process, to the extent that such measuring is agreed according to 7.3.

Banedanmark will at a directors' board meeting with the RU, or in another way, inform about the status of the portfolio of major infrastructure projects covered by the X - 12 months' notice.

It is the responsibility of Banedanmark to ensure that the track possessions prompted by a third party (such as municipalities and the Road Directorate) are notified as set out in the table above.

When a track possession is announced to the RU, as set out in the table above, the RU does not have access to the tracks included in the scheduled work for the duration of the work, even though the RU has been awarded the train paths associated with the train path assignment for the concerned timetable period.

ØSB will generally be accommodating towards potential requests from the RU that leads to implementation of infrastructure works within the current timetable. The planning will be

made in close co-operation between the RU and ØSB, taking into consideration the impact on traffic flow. Banedanmark is obliged to notify such infrastructural works requested by the RU to other railway companies affected by such work. The notification is made according to the time frames set out in the table above or by agreement between the RU and Banedanmark. A separate agreement is made for each individual infrastructural work.

Availability principle

In order to optimize planning and use of track possessions, the notified track possessions at X-12 months are available up until N-4 months. Hence, ØSB can exchange a notified track possession with an alternative track possession. This is only possible under the following circumstances:

- The calculated service towards the end client (passenger or freight company), in terms of number of channels (infrastructure capacity) is not reduced at the end of the X-12 month period,
- The RU's total financial implications of the track possessions are not increased at the end of the X-12 month period. Expenses concerning planning are not included in the total financial amount.

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

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

7.3 Performance Management

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

8 Environmental issues

8.1 Environmental standards

The parties guarantee that existing environmental legislation is respected and the parties are responsible for pollution or environmental damages that can be related to the involved company.

8.2 Diesel tax

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

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

9 Charges

9.1 Infrastructure charges

In order to use ØSB's infrastructure the RU is obliged to pay infrastructure charges to Banedanmark, in accordance with the executive order in force at any time, regarding payment for use of the State railway and regarding environmental subsidies for freight transportation on the rail network, as well as the executive order on infrastructure charges etc. for the State's rail network.

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

9.2 Additional services

Traction current

Details regarding payment for traction current appear from the traction current contract.

The above mentioned services are carried out according to finance act section 28.63.01 item 5, with reference to regulation on Banedanmark's electricity supply undertaking.

Permission for exceptional transports

The charge is DKK 2.500 per issued transport permit. Invoice will be sent monthly in arrears. Invoicing address must be stated in the application.

9.3 Ancillary services

Supply of additional information

Data, reports and analysis on train movement;

The price is agreed between Banedanmark and the RU in each individual case.

9.4 Banedanmark's payment terms

30 days net.

9.5 The RU's billing address

[Name]

[Address]

[Postal code]

[Country]

10 Insurance

The RU is required to have legally required liability insurance.

ØSB has legally required damage insurance and liability insurance.

11 Indemnity

In case of injuries between the parties, the parties are liable according to Danish Law.

However, the parties are not obliged to compensate the other part's operating loss, loss of profit or other indirect loss. This also applies if the losses are the result of technical and organizational implications connected to cross-border traffic, or other.

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

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

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

12 Breach of contract

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

If a party wishes to invoke a breach, the aggrieved party must without undue delay inform the other party of the breach. If the party responsible for the breach does not remedy the situation within reasonable time, the aggrieved party may immediately terminate the contract. Each party is liable under Danish law for failure to contribute to proper fulfilment of the contract. Moreover, Danish laws apply.

13 Force majeure

Neither ØSB nor the RU shall under this contract be deemed liable to the other party, to the extent that the liability is caused by circumstances beyond the party's control and which the party, when signing the contract could not have taken into account, avoided or overcome.

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

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

14 Performance scheme (fine/bonus)

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

15 Conditions for transfer

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

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

The RU is entitled to use subcontractors. A prerequisite is that subcontractors have or can obtain the necessary approvals. The RU is obliged to announce such arrangements to Banedanmark before capacity allocation is made, and inform to what extent other railway companies are used as subcontractors for the RU's train operation.

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

16 Co-operation

16.1 Co-operation and duty to disclose

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

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

16.2 Confidentiality

The parties and their employees are obliged to maintain the confidentiality of any knowledge and information which may come into their possession, regarding the other party's commercial and technical relations and expertise, clients, collaboration partners, sub-contractors etc.

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

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

- the information is required by legislation or a decision by a court or public authority, including the Ministry of Transport, Building and Housing, the

Danish Transport and Construction Agency, and the Danish competition authorities or EU authorities

- the parties deem necessary and appropriate that the party passes the information to its advisers, provided that these advisers are or will be subject to a similar confidentiality obligation
- the information is publicly available or rightfully received by third parties
- the information is made anonymous and used for general sector statistics, annual reports or similar.

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

16.3 Access

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

17 Disputes

17.1 Negotiation and mediation

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

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

17.2 Arbitration

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

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

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

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

The arbitration tribunal shall be located in Copenhagen.

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

18 Entry into force and termination

The contract shall enter into force on 15 December 2019 and will expire without notice on 12 December 2020. The contract is valid for the timetable period K20.

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

Banedanmark on behalf of ØSB:
Date

The RU:
Date

Name
Position

Name
Position

Annex 1 - Co-operative relations and contacts

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

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

Other contacts:

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

ØSB regularly updates its information on the website:

<https://www.oresundsbron.com/en/info/jernbane>

Annex 2 - Traffic safety regulations and procedures

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

1. Traffic safety regulation

The traffic safety regulation (TF) includes safety regulations that complement or tighten the regulations in relation to the national safety regulations ('SR & Transportstyrelsen Trafiksikkerhedsföreskrifter'). TF describes the rules for driving over the interface between the Swedish and the Danish system.

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

The TF or any specific annex must be distributed as a personal copy according to safety procedure 7-06.

The RU is responsible to instruct its personnel in the TF.

2. Education and instruction, Safety Procedure SP 7-01

This procedure describes ØSB's requirements for safety training of personnel working on ØSB's railway system.

3. Safety related incidents, Safety Procedure SP 7-03

The procedure specifies the handling of safety related incidents on ØSB's railway facilities. Furthermore, it stipulates requirements for efforts during emergency incidents.

4. Handling of accidents, Safety Instruction SI 7-02

The instruction provides further details on activities to be initiated in case of a railway accident on ØSB's railway facilities.

5. Access and stay, Safety Procedure SP 21-01

This procedure describes the specific conditions regarding the access zones and danger zones on ØSB's railway facilities.

6. Rules for work in the tracks - RAS

Supply of rules and regulations

ØSB delivers TF and RAS in digital formats. The digital version can be downloaded from the website:

<https://www.oresundsbron.com/da/info/sikkerhedsinstruks>

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

The RU is responsible for further distribution within the RU.

To the extent that ØSB issues safety instructions in the form of new technical or traffic regulations or changes in the above regulations, a consultation procedure is carried out with the RU. The consultation procedure can be waived in case of an emergency situation where swift action is needed to avoid an increased safety risk. The consultation procedure gives the RU the opportunity to comment on the contents of the circular. If it has not been possible to conduct a consultation procedure, an evaluation of the process and the content of the regulation will be made.

To the extent that the RU issues safety related circulars that include traffic on ØSB's tracks, a consultation procedure must be carried out. The consultation procedure can be waived in case of an emergency situation where swift action is needed to avoid an increased safety risk. The consultation procedure gives ØSB the opportunity to comment on the contents of the circular. If it has not been possible to conduct a consultation procedure, an evaluation of the process and the content of the regulation will be made. ØSB receives the final version of the circular for information.