

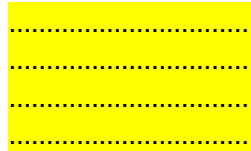
Consultancy Agreement

The Signalling Programme

Contract Partners:

Banedanmark
The Signalling Programme
Amerika Plads 15
DK-2100 Copenhagen
CVR number: 18 63 22 76

and



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|------|--------------------------------------|----|
| § 1 | Parties | 3 |
| § 2 | Scope of delivery | 3 |
| § 3 | The Consultant's Services | 3 |
| § 4 | Banedanmark's Participation | 4 |
| § 5 | External Assistance / Subsuppliers | 4 |
| § 6 | Deadlines and Budget | 5 |
| § 7 | Remuneration | 5 |
| § 8 | Expenses | 5 |
| § 9 | Payment Conditions and Invoicing | 6 |
| § 10 | Copyright | 7 |
| § 11 | Third Party Rights | 7 |
| § 12 | Delegation of Rights / Obligations | 7 |
| § 13 | Third Party Relations | 8 |
| § 14 | Confidentiality | 8 |
| § 15 | Responsibility | 8 |
| § 16 | Assurance | 8 |
| § 17 | Agreement period and Cancellation | 9 |
| § 18 | Termination | 9 |
| § 19 | Force Majeure | 10 |
| § 20 | Disputes and Choice of Law | 10 |
| § 21 | Safety Regulations | 10 |
| § 22 | Appendix | 11 |
| § 23 | Signature / Changes to the Agreement | 11 |

LIST OF APPENDICES

App. KB1: Time sheet

App. KB2: Requirement specification

§ 1 The Parties

Banedanmark
Amerika Plads 15
2100 Copenhagen
CVR no. 18632276

(hereinafter referred to as "Banedanmark")

and

[Name]
[Address]
[Postal code and area]
[Cvr-number]

(hereinafter referred to as "the Consultant")

have as of today entered into the following Consultancy Agreement under which the Consultant provides two Planning Consultants to Banedanmark for a period of one year with the option for a one-year extension.

Banedanmark's project coordinator is John Nierfeldt, who can make binding agreements within the framework of this agreement.

The Consultant's project coordinator is _____, who has the general responsibility for the completion of the assignment, and can make binding agreements with the framework of this agreement.

§ 2 Scope of delivery

The scope of delivery is described in app. KB2 – Requirement Specification.

§ 3 The Consultant's Services

The names of the two Planning Consultants are:

1. _____.
2. _____.

Unless otherwise agreed between the Parties the Planning Consultants cannot be replaced. Failure to comply with this is considered material breach and can result in Banedanmark's immediate termination of the contract in its entirety.

The above-mentioned clause is not applicable in case of the Planning Consultant's own resignation of employment, maternity leave or other similar leave of absence.

The Consultant is obliged to store all relevant material produced in relation to the agreement for 5 years after the completion of the assignment and to keep it guarded against damage and destruction and systematized to make it readily available. This storage obligation also covers material produced by sub-suppliers.

The Consultant is obliged to document compliance with the requirements outlined above.

The Consultant must carry out quality assurance of all of the Consultant's own services in accordance with the Consultant's own procedures. Banedanmark has the right to require documentation for the quality assurance.

The Consultant's service must be conducted from Banedanmark's premises, and the Planning Consultant is required to be present within regular business hours. (Mon-Fri betw. 9-16).

The Planning Consultant is entitled to ordinary vacation privileges, cf. the Danish Vacation Act (Ferieoven).

§ 4 Banedanmark's Participation

Banedanmark must make office facilities available for the work carried out in Banedanmark to the extent it is necessary for the completion of the assignment.

Banedanmark must allocate the necessary internal resources and make available all necessary data, relevant assessments, reports etc. to the extent this is deemed reasonable in relation to the specific assignment and the consultancy service.

It is a prerequisite for the Consultant's deliveries that Banedanmark pass on reliable, exact and complete information to the necessary extent and that Banedanmark make decisions in due time and obtain the necessary approvals from the management.

§ 5 External Assistance / Sub-suppliers

The Consultant has the right to hire sub-suppliers for the completion of the assignment to the extent the Consultant finds it necessary and given Banedanmarks written consent. The Consultant is liable for any sub-suppliers in the same way as for its own activities.

Deadlines and Budget

The commissioning of the project as well as the deadline for the project will be set upon signature of the contract.

The budget for the Consultant's services will be fixed upon signature of the contract. The budget will be comprised of the Consultant's hourly rate times the expected volume of consultant hours. This will subsequently result in an agreed budget that will constitute an appendix to the contract.

The Consultant is responsible for delivering the agreed services within the agreed budget and time plan. Changes to the budget and the time plan can only be justified by circumstances that the Consultant did not know and was not expected to know at the time of entering the current agreement.

The Consultant must inform Banedanmark about such changes as soon as the Consultant becomes aware that a change is necessary. The Consultant must also inform Banedanmark of the changes to the time plan and the financial consequences that the change is expected to cause.

Overruns that have not been approved in writing will not be remunerated.

Remuneration etc.

Remuneration is based on effective time spent. Travel time is not reimbursed, unless otherwise stated in a written agreement by the parties.

The Planning Consultant 1 hourly rate: DKK excl.. VAT.
.....2 -----

The Planning Consultant is required to keep record of his/her spent hours, and the number of weekly hours cannot exceed 40 unless otherwise agreed.

The remuneration for overtime work or staggered hours is the same as normal unless otherwise stated in a written agreement by the parties.

There is no additional remuneration for secretarial support, duplication or other office expenses carried by the Consultant in relation to the completion of the assignment.

Expenses

The Consultant's expenses for meals, transportation and accommodation can only be reimbursed by Banedanmark as outlays following a prior written agreement between the parties.

Any outlays are remunerated in net payment.

§ 9

Payment Conditions and Invoicing

Remunerations and outlays are paid in arrears monthly.

The payment deadline is 30 days from the day the Consultant has sent the invoice. The payment is performed as a bank transaction. The payment is considered timely if the amount is withdrawn from Banedanmark's account on the last payment day, which does not exceed the deadline. If the Customer is in breach of its payment obligations under the Agreement, the Supplier shall be entitled to interest in pursuance of the provisions of the Danish Interest Act.

A copy of the original bills or similar documentation for outlays must be attached to the invoice for each outlay together with a description of the nature and purpose of the outlay.

The invoice must be sent digitally in the OIUBL format to:

Banedanmark
Bogholderiet/Signalprogrammet (spfm@bane.dk)
Amerika Plads 15
2100 København Ø
Att: John Nierfeldt

The EAN number of Banedanmark: 5798000893207

Invoices from foreign suppliers who are unable to invoice electronically, cf. the description above, must be sent by email to okonomiKreditorbogholderi@bane.dk.

The invoices must be labelled with Banedanmark's reference person, contract number and purchase order number. The purchase order number will be sent to the Consultant after the parties have entered into the agreement.

Invoices for a single period should include all the expenditures for the period in question – the invoicing must be complete – and Banedanmark can refuse to pay the amounts that should have been invoiced earlier on cf. the description above. In December, Banedanmark will announce the last date for the reception of invoices for completed consultancy services and outlays for the fiscal year.

Banedanmark retains the right to ask Banedanmark's accountants to examine the basis for any of the Consultant's invoices and require documentation from the Consultant's accountants.

§ 10 **Copyright**

Banedanmark obtains an indefinite right of use regarding the material that the Consultant has produced for example in the form of descriptions, data, software, Training material, instruction books and calculations.

Banedanmark or any third party that Banedanmark has entered into agreement with has the right to use the material produced by the Consultant in any way and without charge, also for further processing and implementation of specific assignments and in relation to procurements.

The Consultant has the right to dispose of the material produced by the Consultant under the current assignment under the condition that the material has been made anonymous if used for other assignments.

For Banedanmark to enjoy the rights stated above, the Consultant must have received any outstanding remunerations and Banedanmark must not have breached any part of the contractual relation.

If the Consultant completes the assignment with the use of supplementary assistance such as specialist assistance etc., the Consultant has the obligation to include provisions in the agreements with the sub-suppliers to ensure that Banedanmark's legal position with regards to any material produced by the sub-suppliers corresponds to the current provision in every respect. The Consultant must upon request document that this requirement has been fulfilled.

§ 11 **Third Party Rights**

The Consultant guarantees that the Consultant will not violate any third-party rights including copy rights and intellectual property rights while pursuing the obligations under the current agreement.

§ 12 **Delegation of Rights / Obligations**

In case of reorganisation, restructuring, establishment of a new company etc., Banedanmark must be free to delegate all the rights and obligations in relation to this agreement or parts thereof to the section/sections, the company/companies etc. carrying on the relevant activities.

The Consultant cannot delegate the rights and obligations in relation to this agreement or parts thereof to a third party without the prior consent of Banedanmark. Banedanmark must notify the Consultant within a reasonable amount of time whether or not the delegation can be accepted.

The Consultant cannot impose any third-party obligations on Banedanmark that have not been approved by Banedanmark in a separate written agreement.

Both parties and their employees are obliged to keep any knowledge or information that they may obtain concerning the other party's commercial or technical matters confidential. Both parties are also subject to this obligation after the termination of the agreement regardless of the cause.

The Consultant cannot make public statements about the assignment or any circumstances related to the assignment unless it has been agreed separately. Banedanmark's statements about the Consultant or the Consultant's circumstances must be loyal.

This clause notwithstanding Banedanmark as a public authority can be forced to disclose documents pursuant to the Danish Access to Documents Act (offentlighedsloven) and similar laws.

The Consultant is held liable according to the normal liability clauses of Danish Law for any loss due to a failure to comply with the current contract if such failure is due to mistakes or negligence by the Consultant or if the failure concerns aspects that are considered guaranteed by virtue of this agreement.

The Consultants responsibility in relation to the assignment is limited to 5 x the sum of the budget but no less that DKK 1 mil. This calculation does not apply if the loss can be assigned to severe negligence or wilful conduct on the Consultant's side.

The Consultant declares by signing this agreement that the Consultant has bought a standard business insurance lasting for the entire contract period.

The Consultant's expenses for the insurance are covered by the remuneration.

A copy of the insurance policy must be forwarded to Banedanmark upon request.

The agreement takes effect when both parties have signed this contract and lasts until the regular expiration date or until terminated/cancelled by either party.

The agreement can be cancelled in writing at any given time by one of the parties with 1 month's notice from the end of the month.

If Banedanmark cancels the agreement, Banedanmark must pay the Consultant for the work that the Consultant has completed by the time of the cancellation. The Consultant is not entitled to any further compensation.

If the Consultant cancels the agreement, the Consultant is only entitled to receive payment if the consultancy services supplied by the Consultant are of use to Banedanmark.

Banedanmark's retains the rights under § 10 (copyright) if one of the parties cancels the agreement.

If the Consultant is responsible for a major breach of the contract obligations or acts such that the Consultant cannot reasonably continue to work as a consultant for Banedanmark, Banedanmark has the right to terminate the agreement without notice.

If Banedanmark is responsible for any major breach of contract, the Consultant has the right to terminate the agreement without notice.

If the contract has been terminated, the Consultant is only entitled to receive payment for the work completed before the termination. If the termination is due to a breach in contract by the Consultant, it is a further prerequisite that the work carried out by the Consultant has resulted in deliveries suited for further use by Banedanmark.

The non-breaching party is entitled to receive compensation for the termination if this is accordance with the Danish Law and given the limitations of § 15.

Banedanmark can terminate the agreement in accordance with the provisions of the Bankruptcy Act, given that the Consultant goes bankrupt, is negotiating compulsory composition or if the Consultant for financial reasons is expected not to be able to comply with the terms of the agreement.

This is also the case if the Consultant ceases to work for the company involved in this agreement or if any other circumstances arise that threaten the fulfilment of the agreement.

The termination of the agreement has no bearing on the rights/obligations of the parties cf. § 10 with regards to any material already produced no matter the cause of the termination.

Upon termination, Banedanmark has the right to allow a third party to pursue the work completely or in part on the basis of the material produced by the Consultant.

§ 19 Force Majeure

If a party is completely or partially prevented from fulfilling the obligations of the agreement or delayed by circumstances that lie beyond the control of the party and that the party could not reasonably have taken into consideration when entering the agreement, the party in question must without undue delay following the occurrence of the force majeure event inform the other party of the cause or the occurred event.

The party that has been prevented is exempt from the obligations for as long as the preventing condition exists.

§ 20 Disputes and Choice of Law

Both parties have a clear and firm obligation to seek to solve any disagreement or dispute amicably by way of negotiation and dialogue.

The legal relations between Banedanmark and the Consultant are subject to Danish Law. Disputes that cannot be solved amicably will be settled by the Danish Arbitration Institute (Voldgiftsinstituttet) in accordance with the Danish Arbitration Act.

The previous clause notwithstanding Banedanmark is – if sued in the ordinary courts for matters related to the Consultant’s completion of the assignment - entitled to include the Consultant in such proceedings.

§ 21 Safety Regulations

In order to work on/by the tracks, the Consultant and other staff members must familiarize themselves with the rules for staying and operating on the tracks. The Planning Consultant must participate in Banedanmark’s course ”Pas på på banen”. The rules can be obtained from the project coordinator in Banedanmark, cf. § 1.

Banedanmark covers the net course fee. The hours spent on this course are not remunerated.

The Consultant and other staff members are not allowed to move around on Banedanmark’s sites without the necessary instructions and the necessary safety clothing.

