



FRAMEWORK AGREEMENT RE- GARDING CONSULTANTS FOR OPERATIONS



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APPENDIX

Appendix 1: Requirement Specification

Appendix 2: Supplier's Solution Description

Appendix 3: Price and Settlement
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Appendix 4: Cooperation Organization
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Appendix 6: Statement of Support by Suppliers

1. FRAMEWORK AGREEMENT PARTIES

This framework agreement's parties are

Banedanmark
Amerikaplads 38
DK-2100 København Ø
CVR-nr. 18632276

(in this framework agreement referred to as "the customer") and

[Name]
[Address]
[Address]
[CVR number]

(hereinafter referred to as "the supplier")

The customer and the supplier are jointly referred as the "parties".

The framework agreement governs the parties' rights and obligations in regards with the provision of consultancy services to Operations.

2. DEFINITIONS

By **working day**, it is understood as Monday to Friday, excluding holidays, Christmas Eve, New Year's Eve.

By **day** it is understood as calendar day.

By **initiative duty** it is understood means that the supplier must carry out a given activity on his own initiative and without the customer's request.

Customer refers to the independent legal entities "Region Sjælland" and "Rigspolitiet". In - and in relation to - a delivery agreement, however, the customer is understood as the sole legal entity that has concluded the delivery agreement with the supplier.

Delivery agreement refers to a written agreement on the delivery of the services covered by the framework agreement, which is agreed between the supplier and the customer at the customer's order. The delivery agreement is based on one of the contract documents listed in appendix 5. In practice, the services covered by the framework agreement will be ordered by either "Region Sjælland" or "Rigspolitiet".

On **acquisition date**, the date on which the supplier takes the responsibility for being able deliver the services covered by the framework agreement is based on the customer's orders.

"**Services**" means all consultancy services that the supplier is obliged to provide to the customer in accordance with the Framework Agreement, including the Requirements Specification in Appendix 1, and the related Delivery Agreements.

Unless the context implies any other understanding, defined terms shall include the use in both singular and plural and in specific or indeterminate terms.

3. THE FRAMEWORK AGREEMENTS BACKGROUND, OBJECTIVE AND SCOPE

This framework agreement is concluded on the basis of a publication on udbud.dk.

The framework agreement is concluded with **one** supplier.

The objective with the framework agreement is to ensure that the customer, that during the duration of the framework agreement, secures the delivery of the services specified in this Framework Agreement with appendixes is obtained and that this delivery is made on favourable terms.

In addition, the framework agreement aims at creating a legal and process basis for entering into delivery agreements between the customer and the supplier regarding specifically defined benefits.

The supplier accepts, once the delivery agreement is concluded, to provide the services that are agreed under the terms of the framework agreement with the appendixes.

The framework agreement does not contain a concrete final commitment for the customer to take on certain services at certain times and to a certain extent, but allows the customer access - from time to time - and as a specific need arises to make purchases of services under the framework agreement.

The framework agreement gives the customer right to, but **not obliged** to, purchase services from the supplier in accordance to the framework agreement. Each of the independent legal entities that make up the customer is entitled to - independently of each other - make orders to the supplier under this framework agreement.

The framework agreement is non-exclusive and the customer is entitled to order services within the framework agreement area with other suppliers, including through the provision of a separate tender, within frame of the tender rules.

At the conclusion of this framework agreement, the supplier declares to have acquired a basic knowledge of the procurement rules. The supplier is aware that it is entitled to sell services to the customer only if they are covered by this Framework Agreement.

4. AGREEMENTS AND INTERPRETATION

The framework agreement and accompanying appendixes set out the general provisions on the rights and obligations of the parties.

By framework agreement, it means this document and its accompanying appendixes in accordance with the description of the appendixes. The reference to the framework agreement therefore also includes these appendixes and any supporting documents attached.

In the event of any discrepancy between the framework agreement and its appendixes, the following rankings shall be used:

1. Framework Agreement
2. Terms and Conditions
3. Appendix 1
4. Remaining Appendixes

In case of any inconsistency between the framework agreement and an agreed delivery agreement, the framework agreement overrules the delivery agreement.

Provisions contained as an addition to the framework agreement with appendixes have the same order as the provisions superseded or supplemented.

The supplier's general terms and conditions of sale and delivery do not apply.

5. THE SUPPLIER'S SERVICES

It is the responsibility of the supplier to provide the services covered so that all requirements and descriptions contained in this Framework Agreement with appendixes, including Appendix 1, are fulfilled.

The supplier must deliver the services under the terms and conditions as stated in the framework agreement and the corresponding delivery agreements, which the customer can expect.

The supplier has stated in Appendix 2 how the supplier will deliver the services covered by the framework agreement.

If the supplier cannot fulfil the requirements in Appendix 1, the supplier can describe why that is the case in Appendix 2 however that does not imply that Appendix 2 replaces Appendix 1 as minimum requirement.

The Supplier, unless otherwise specified in the Delivery Agreement, has the total responsibility for the implementation of a delivery agreement.

The supplier, after entering into an agreement, has an obligation to undertake all services in accordance with the delivery agreement, unless otherwise specified in the delivery agreement.

6. LOCATION OF PERFORMANCE

The location of performance and delivery of services under this Framework Agreement is stated in the Delivery Agreement.

The customer may by agreement make available workplace and equipment to the extent that performance of the services covered by the framework agreement under a delivery agreement must be made with the customer.

7. TIME OF DELIVERY

The supplier undertakes to commence delivery of the agreed services in accordance with the delivery agreement, appendix 5.

Otherwise, the customer is entitled to request another supplier for execution of the contract agreed upon the delivery agreement and to receive any additional costs incurred by the former supplier.

8. SUBCONTRACTORS ETC.

Responsibility for the proper performance of the framework agreement and the related delivery agreements is borne by the supplier, so that the supplier is liable for subcontracting services in a manner similar to their own services.

The supplier is obliged to inform the customer of the subcontractors that may be used by the supplier in regards with the framework agreement and the associated delivery agreements, including the name, CVR no., contact information and legal representative. This also applies to potential subcontractors further down the subcontractor chain.

The information must be submitted to the customer no later than when the framework agreement is concluded, if known at this time. In connection with the conclusion of the framework agreement, the customer has agreed that the supplier may use the following subcontractors:

Name	Contact Info	Legal Representation
[To be completed by supplier]	[To be completed by supplier]	[To be completed by supplier]
[To be completed by supplier]	[To be completed by supplier]	[To be completed by supplier]

If the subcontractors are not known at the time of the conclusion of the framework agreement, the information must be submitted as soon as they are known and always before the relevant subcontractor requests delivery of services under the framework agreement. The customer must approve the subcontractors.

The supplier may only use or replace subcontractors to the extent that this is prior written approval by the customer. Customer cannot refuse approval without any substantive reason.

Customer acceptance of subcontractors does not change the responsibility for the correct delivery of the services in full to the supplier.

To the extent that the vendor is based on other entities, the vendor must provide substitute declarations or other documentation proving that the vendor actually has the necessary financial and financial capacity or technical and professional capacity. The survivor's declaration or documentation must demonstrate that the entity in question is legally obliged to the supplier. The subcontractors' statements are, if applicable, shown in Appendix 6.

In addition, to the extent that subcontractors are used, and the supplier is based on the technical and professional qualifications or professional experience of these other legal entities regarding the performance of the framework agreement, is obliged to ensure that the specified services are performed by that subcontractor.

9. QUALITY

The supplier is required to establish the necessary procedures to ensure the quality with which the supplier delivers the services.

The supplier is obliged to ensure compliance with the stipulated quality requirements through the use of a quality assurance system.

The customer intends to monitor the quality of the services covered.

10. GENERAL ABOUT CHANGES

The scope and nature of the framework agreement and the conditions for this must follow the framework agreement, including the stipulated provision.

10.1 Changes due to new legal requirements or amended public regulation

The customer may request changes to the provided services, provided that this follows from new legal requirements or amended public regulation.

For extraordinary changes due to legal requirements or amended public regulations, the supplier is entitled to receive any derivative and documented additional expenses for this purpose, cf. below.

10.2 New and / or changed guidelines at the customer

To the extent the customer determines new and / or amended guidelines that apply internally to the customer, and at the same time decides that these guidelines will also apply to the services covered, the customer has the right to have these guidelines added to the framework agreement.

The supplier is entitled to receive any derivative and documented additional expenses in regards to this. The customer is entitled to a price reduction corresponding to any savings achieved as a result of the change.

10.3 Implementation of changes

Implementation of changes must be made within a reasonable period of time from the customer's submission of the requirements.

No change must be initiated before the customer has agreed in writing therein.

The supplier shall, without undue delay, prepare an estimate of what is expected to be associated with the implementation of the change as well as a solution proposal for how the amendment is proposed.

The estimate must be calculated on the basis of the prices given in appendix 3 and sent to the customer for approval.

If the solution proposal is accepted by the customer, the supplier's consideration for the preparation of this will be deemed void. If the solution proposal is not accepted, the supplier may demand a reasonable compensation for the preparation of the solution, which is settled according to the documented time taken and following the prices stated in appendix 3.

After that, the supplier must start work on the implementation of the solution proposal.

11. ACQUISITION DATE

The supplier assumes responsibility for the performance of the services covered by the framework agreement on 1 February 2018 (acquisition date).

12. CUSTOMER'S INVOLVEMENT

Requirement to customer involvement are governed by this framework agreement and the corresponding delivery agreements.

The supplier shall provide written notice to the customer if the customer does not provide timely services, including relevant information, materials, facilities or resources, etc., or otherwise does not fulfil its contractual obligations in relation to the Framework Agreement.

As regards the delivery of the specific services under a delivery agreement, the supplier's corresponding request must be made to the task manager specified therein.

13. REPORTING OBLIGATIONS

The parties shall keep each other informed on all matters deemed to be of importance to the purpose and implementation of the Framework Agreement.

The supplier must advise the customer of any relevant change in the supplier's organization.

The parties are also obliged to inform each other if there is doubt as to the condition, purpose or implementation of a delivery agreement.

In relation to the delivery of the specific services under a delivery agreement, the supplier must communicate with the task manager specified therein.

14. WORK FORCE

During the entire framework agreement, the supplier must employ employees with in-depth and up-to-date expertise in the areas covered by the framework agreement.

15. COOPERATION ORGANIZATION

The parties must faithfully participate in the organization which is described in appendix 4.

For the sake of continuity, the supplier shall avoid the replacement of his/her contact person(s) for the duration of the framework agreement and the related delivery agreements. Replacement can only be done from the point specified in section 16.

The parties shall also cooperate in the achievement of this framework agreement and the related subcontracting agreements in a fair and reasonable manner that is suitable for promoting cooperation and smooth delivery of the services covered.

16. KEY ROLES IN THE FRAMEWORK AGREEMENT

The functions described in appendix 4, are considered key functions for fulfilling this framework agreement (key persons). The consultants appointed by the supplier for the performance of the services covered by the framework agreement are therefore considered as key persons for the fulfilment of this framework agreement. Key persons may be made available by the supplier's subcontractors.

Replacement of key employees may not add additional costs to the customer (including hours for transfer) and the new key person must have at least equivalent qualifications and necessary knowledge of the customer's installation.

The supplier's task manager for the delivery of the agreed services must be stated in the delivery agreement.

17. COOPERATION WITH THE CUSTOMER'S OTHER SUPPLIERS

The supplier must cooperate in good faith with the customer's other suppliers to the extent that this is necessary for the supplier's delivery of the services in accordance with this framework agreement and / or related delivery agreements.

18. REQUIREMENTS FOR ENVIRONMENT, WORK ENVIRONMENT ETC.

The services must be delivered in accordance with current regulations and regulations, including environmental, occupational health, and safety regulations.

In addition, there are no special essential requirements for the working environment in relation to the services covered by the framework agreements.

19. PURCHASE OF SERVICES

Ordering of services takes place by entering into a delivery agreement, cf. appendix 5.

In practice, one of the legal entities constituting the customer completes the delivery agreement attached to Appendix 5 for ordering services with the necessary and relevant information, and sends the delivery agreement to the supplier.

The services in a delivery agreement shall be delivered within the framework of and in accordance with the requirements of appendix 1.

The supplier must deliver the supplier's completed delivery agreement to the customer within the time limit specified by the customer. The supplier is obliged to maintain his offer (in the form of a completed delivery agreement) for 1 month from the date of issue.

Upon conclusion of a delivery agreement, the customer designates a task manager who is the supplier's contact person and can oblige the customer in relation to all aspects of the delivery agreement.

The name of the task manager must be stated in the delivery agreement.

Upon conclusion of a delivery agreement, the supplier designates a task manager who manages the relationship with the customer, especially for the customer's task manager, in regards with the performance of services covered by the delivery agreement.

Names of the supplier's task manager must be stated in the delivery agreement, and CV must be sent to the customer.

The supplier has the duty of all activities to fulfil a delivery agreement, unless otherwise specified in the delivery agreement.

The Customer may make a reasoned request for replacement of consultants on a delivery agreement which the Supplier is obliged to accept, unless the Supplier's compliance with the Framework Agreement and the related delivery agreements are thereby jeopardized.

For the sake of continuity in the work, the supplier shall avoid the replacement of consultants for the duration of the delivery agreement. Replacement can only be made if the employment relationship expires or if the need for replacement is due to the personal circumstances of the consultants concerned or other outside circumstances beyond the control of the supplier.

If the supplier has to replace a consultant on a task, the replacement process must be notified immediately to the customer. Replacement may not incur additional costs to the customer.

20. MODELS FOR PRICE DETERMINATION

In a delivery agreement, the customer must determine a fixed price and issuing an estimate for the specific tasks.

20.1 Fixed Price

The customer may request the supplier to provide a fixed price for the solution of tasks according to a specific delivery agreement.

The total fixed price shall be given in appendix 3a.

To the extent relevant, the delivery agreement may set a payment plan in relation to the invoicing of the fixed price.

20.2 Estimate

The customer may request that the supplier prepare an estimate of the supplier's expected time to deliver the services, broken down by the relevant consultant categories and the corresponding hourly rates, cf. Appendix 3. The estimate must indicate the total remuneration for the services.

It is invoiced only after the consumed time.

The supplier is obliged to immediately when the supplier has to anticipate that there is a risk that a given estimate will be exceeded, to provide a reasoned written notice to the customer in order for the customer to make a decision. The customer may decide to approve the revised estimate or decide that the delivery agreement must be terminated immediately.

The Supplier is thus entitled to consideration only in addition to an estimate provided that the Customer has given prior written and written consent.

20.3 Requirements for hourly reporting on estimates

Consultants shall keep hourly reports of time used on the basis of the information set out in appendix 3, including using the hours reporting template set out in Sub-Appendix 3B, which the supplier may demonstrate at the customer's request.

If the supplier has to acknowledge that exceeding the estimated number of hours is inevitable due to actual circumstances which the supplier could not have predicted at the time of the esti-

mate, the customer will be informed in writing as soon as possible. The orientation must include a revised time estimate for the completion of the assignment, cf. also section 20.1.

20.4 Travel and Accommodation

Travel expenses and accommodation expenses are borne by the supplier, unless otherwise agreed in regards with the individual delivery agreement.

An agreement to cover travel allowance and accommodation must be made in writing and with the customer's prior approval.

Any travel and accommodation costs must be documented by the supplier if requested by the customer.

21. PAYMENT

The current prices are shown in Appendix 3.

In addition, the supplier is entitled to payment only if it is expressly stated in the other provisions of the present framework agreement that a benefit is paid against a separate payment.

The prices in Appendix 3 include all expenses related to the delivery of the services, including but not limited to costs for materials, transportation, etc.

All prices are in Danish kroner (DKK). Prices include customs duties and other taxes, other than VAT, at the time of the agreement. By changing current Danish taxes or introducing new Danish taxes, prices are adjusted with the economic net impact of the changes so that the supplier is kept unchanged.

21.1 Billing and payment terms

Billing must be done electronically in accordance with the Danish legislation on public payments currently in force - see Act No. 798 of 28 June 2007, as amended.

Hours reporting, cf. item 20.3, must be attached to the invoice if the assignment is resolved according to the estimate, cf. item 20.1.

The supplier only submits invoice to the legal entity that has concluded a delivery agreement. The billing terms are listed in Appendix 3.

Payment terms are 30 days from the supplier's submission of a full invoice.

21.2 Price regulation

The hourly rates stated in the appendix are valid from the date of acquisition.

Prices are not regulated in the duration of framework agreement during the period 1 February 2018 to 31 January 2020.

Any price adjustments can be agreed between the parties by extension of the framework agreement. Price adjustment will then take place in the following manner.

Adjustment of the hourly rates referred to in appendix 3 may be required at the most based on the proportional change in the net price index determined pursuant to Decree-Law No 76/1999.

Prices are adjusted once a year (upwards or downwards) with the percentage change in "Danmarks Statistiks" net price index.

Except from this, prices are stated in a delivery agreement concluded before the index date cut-off date. Thus, a delivery agreement is completed at the prices applicable at the time of its conclusion and is thus not regulated, even though the delivery agreement had to extend beyond the index date cut-off date.

Thereafter the prices are adjusted annually by February 1, based on the change in the net price index from February to February.

22. INSURANCE

The supplier is obliged to be covered by adequate and usual insurance, including professional liability insurance.

The customer may require documentation for this.

If the supplier uses subcontractors, the supplier is obliged to ensure that the subcontractors also meet the said insurance coverage requirements.

23. SUPPLIER'S WARRANTIES

The supplier guarantees that the services are delivered in accordance with good business practice and have the properties that may be considered as usual for the type of services concerned.

In addition, the supplier warrant that at all times the necessary and sufficient resources will be provided for the delivery of the services. The supplier also guarantees that they are experienced and competent employees.

The supplier guarantees that the services meet the quality requirements set out in Appendix 1.

In addition, during the entire term of the framework agreement, the supplier guarantees that the services comply with the applicable law and relevant regulatory requirements.

In the event that one or more warranties proves not to be fulfilled, it is the supplier's duty to take such steps as may be necessary to comply with the framework agreement and the associated delivery agreements without any compensation and within any time limits specified.

24. CSR ETC.

24.1 General

In regards with the implementation of the Framework Agreement, the Supplier shall also respect and comply with national and international laws and regulations relating to human rights, labour rights, the environment and anti-corruption, including:

- UN Declaration on Human Rights
- ILO Declaration on Labour Rights
- Rio Declaration on Environment and Development
- UN Convention against Corruption

24.2 Environmental, social and labour relations; discrimination

The supplier may not, at any time in the term of the framework agreement - and in compliance with the framework agreement - violate applicable environmental, social or labour law obligations under EU law, national law, collective agreements or the environmental, social or labour obligations deriving from the conventions listed in Annex X to the Procurement Directive (Directive 2014/24 / EU) 65), i.e.:

- ILO Convention No. 87 on Freedom of Association and Protection of the Right to Organize
- ILO Convention No. 98 on the right to organize and conduct collective bargaining
- ILO Convention No. 29 on forced labour
- ILO Convention No. 105 on abolition of forced labour
- ILO Convention No 138 on the Low Age
- ILO Convention No. 111 on discrimination in employment and occupation
- ILO Convention No. 100 on Equal Pay for Same Work
- ILO Convention No. 182 on Prohibition and Immediate Action for the Elimination of the Worst Types of Child Labour
- The Vienna Convention on the Protection of the Ozone Layer and its Montreal Protocol on Substances that Deplete the Ozone Layer
- Basel Convention on the Control of Transboundary Transport of Hazardous Waste and Disposal (Basel Convention)
- Stockholm Convention on Persistent Organic Pollutants (POP Convention)
- Rotterdam Convention on the Prior Informed Consent Procedure (PIC Procedure) for certain hazardous chemicals and pesticides in international trade (UNEP / FAO) (PIC Convention), Rotterdam, 10 September 1998, and the three regional protocols thereto

The corresponding obligation applies to any additional legal acts adopted by the European Commission pursuant to Article 57 (2) of the Procurement Directive. 4 cf. Article 88.

In relation to its services under the framework agreement, the supplier must comply with the law applicable to prohibiting discrimination on grounds of race, colour, religion or belief, political opinion, sexual orientation, age, disability, national, social or ethnic origin or which aims at ensuring equality (regardless of whether such legislation is covered by the above obligations).

24.3 Working clause

The supplier must also ensure that employees of the supplier and any subcontractors who contribute to complying with the framework agreement and related supply agreements in Denmark are guaranteed pay (including special benefits), working hours and other working conditions which are not less favourable than those applicable for work of the same kind in accordance with a collective agreement concluded by the most representative social partners in the field of the profession in Denmark, which applies throughout the Danish territory.

The customer may at any time provide evidence that the pay and working conditions for employees comply with the obligations of this provision. The supplier shall, upon request, provide relevant documentation from the employees of their own as well as any subcontractors. Such documentation must reach the customer no later than 7 working days after receipt of the order. Relevant documentation can, for example, be payrolls, salary accounts, employment contracts or employment certificates. The supplier must ensure that employees, including employees of any subcontractors, receive information about the applicable working conditions.

24.4 Notification and documentation

The supplier must immediately notify the customer of any violations of the above rules and principles in relation to the services which the supplier may become acquainted with.

25. DELAY

25.1 Definition

Delays are provided if the delivery of a benefit for which the time limit is set is not timely and this is due to the circumstances of the supplier.

It is the responsibility of the supplier to provide written and reasoned notice to the customer immediately when the supplier is to anticipate that there will be a risk of delay.

25.2 Deferral of default on delay

If compliance with one or more agreed deadlines (milestones) in a delivery agreement is of vital importance to the customer, the customer must draw attention to this in regards with the conclusion of the delivery agreement, as stated in the delivery agreement.

If the supplier fails to comply with an agreed deadline or predicts that an agreed deadline cannot be met, the supplier must inform the customer in writing about the earliest possible alternative deadline without undue delay. However, this does not exempt the supplier from their obligation to deliver timely.

The supplier shall pay a fee if applicable, if a contractual deadline (milestone) in a delivery agreement is exceeded as a result of the conditions for which the supplier is liable. The bid amounts to 0.5% per day of delivery of the total contracted fixed or estimated remuneration.

The amount of the bid is paid without undue delay after written request from the customer. Failure to claim does not mean that the right to bail expires. Overall, the amount of the bid cannot exceed 25% of the total agreement on fixed or estimated salary. If the estimate is adjusted during the duration of the delivery agreement, the amount of the bid cannot exceed 25% of the last total estimate fee.

The customer is entitled to - by sending written notice to the supplier and in accordance with Danish law's general rules on delay - with immediate effect, in whole or in part, to cancel a delivery agreement.

In addition, the customer is entitled to terminate the framework agreement in whole or in part if repeated times exceed the agreed deadlines in delivery agreements. Such partial cancellation of the Framework Agreement may imply that the Framework Agreement is terminated only for one of the legal entities that constitute the Customer.

26. IRREGULARITIES

26.1 Definition

There is a shortcoming if the services do not meet the requirements or the guarantees given by the supplier in this framework agreement and / or related delivery agreement or if the services are not delivered, which the customer could reasonably expect on the basis of the content of this framework agreement and / or related delivery agreement, and this is due to the circumstances in which the supplier is responsible.

It is the responsibility of the supplier to provide written and reasoned notice immediately when the supplier must anticipate that the framework agreement and / or an associated delivery agreement are not properly met.

26.2 Defaults on irregularities

Customer may require remediation, delivery or replacement.

If remediation, delivery or replacement can occur without significant delay and without significant inconvenience to the customer, the supplier has the right and duty to do so. The supplier must immediately inform the customer if the supplier wishes to exercise this right immediately after receiving a complaint.

Remedy, delivery or replacement must be done immediately and no later than 7 working days after the requirement has been specified or the supplier has otherwise become aware of a defect.

If a service is subject to such serious defects that the Customer cannot reasonably use the Service and the Supplier either acknowledges that further correction is futile or in vain has attempted to correct the actions for more than 7 working days after receiving the first claim over the relevant deficiency, the customer may terminate the framework agreement and / or related delivery agreements in whole or in part.

In addition, the customer is entitled to terminate the framework agreement in whole or in part if delivery agreements in the framework agreement term are repeatedly inadequate. Partial abolition of the framework agreement as a result of deficiencies may be such that the framework agreement is terminated solely for one of the legal entities constituting the customer.

The customer is also entitled to demand a prohibition in accordance with Danish law's general rules.

In addition, the customer is entitled to completely refuse and waive the payment of a defective benefit.

27. BREACH MISCELLANEOUS

27.1 Expected breach

In accordance with Danish law, the parties may apply remedies when it becomes clear that a breach is inevitable.

27.2 Bankruptcy etc

To the extent that the Bankruptcy Act does not preclude the Customer, the Customer may terminate the framework agreement and / or the related delivery agreements or demand the required collateral if the supplier goes bankrupt, is undergoing reconsideration, opens a negotiation agreement or the supplier's assets will prove to be such that the supplier may be deemed unable to comply with the framework agreement and / or the related supply agreements. The same applies as long as the supplier terminates the business to which the framework agreement relates or other circumstances which seriously end the framework agreement and / or the associated delivery agreements.

If the estate or the supplier with the consent of the reconstructor has the right to enter into or to continue the framework agreement and the related supply agreements pursuant to the Bank-

ruptcy Act, the estate or supplier shall, in writing, within a period of 7 days, inform in writing whether it will occur or continue framework agreement and associated delivery agreements.

If the supplier is required to be dissolved by the Danish "Erhvervsstyrelsen", the customer can cancel the framework agreement and the corresponding delivery agreements. The provision does not apply if the supplier documents within 10 working days of the receipt of a claim from the customer that the conditions for the dissolution of the company are not present.

28. CONDITIONS OF THE CUSTOMER

If the time limit for timely payment is exceeded by more than 30 days from the supplier's submission of a full invoice, and this is due to the circumstances for which the customer is responsible, the supplier is entitled to cancel the framework agreement and the corresponding delivery agreements if the customer upon receipt of written request from the supplier with information on the legal effect of the non-payment does not pay within 7 days from receipt of the written claim.

The written request can only be submitted after expiry of the specified 30-day deadline.

In case of late payment, interest is also subject to interest rate stipulated at any given time.

29. TERMINATION

A party may terminate the framework agreement and / or the related delivery agreements if the other party materially breaches its obligations accordingly, including the customer's right to terminate in whole or in part in the event of default of the supplier in the event of irregularities, cf. section 26.

In the event of a breach, the other party shall, within a reasonable period of time after the breach has come to its knowledge, notify the breaching party in writing that the other party will rely on breach. Otherwise, the party concerned is deemed to have waived its right to sanction the breach in question.

However, failure to plead a breach does not mean that the parties' right to invoke a similar breach in the future lapses.

The customer may decide that the termination of this framework agreement by the customer does not affect already concluded delivery agreements which - unless the actual delivery agreements themselves are terminated as a result of breach - must be completed in accordance with the agreed and under the terms stated in the framework agreement.

In the event of termination of the framework agreement and / or related supply agreements, the party whose breach is the reason for the cancellation shall also compensate the counterparty for its documented and direct loss, insofar as it exceeds any amount of accrued amount, cf. the provisions of the Framework Agreement.

If the customer chooses not to use his right to terminate a specific delivery agreement, the provisions regarding the customer's right to compensation will apply in the same way as if the specific delivery agreement had been cancelled.

If the supplier's services comply with all requirements and provisions, termination can only be effected with effect from the date of termination (ex nunc). The customer cannot, therefore, de-

mand repayment of payments related to the period prior to termination, but may in the circumstances prior to the termination; require a proportional refusal and compensation.

However, if the supplier's services as a result of the supplier's breach cannot be used by the customer, the customer is entitled to terminate the framework agreement and the related delivery agreements in full or in part with effect back to the date of the transaction (ex tunc).

Moreover, the general rules of Danish law apply.

30. LIABILITY AND DISCLAIMERS

The parties are liable for damages under Danish law's general compensation rules, however, the parties are not responsible for operating loss, loss of profits or other indirect losses.

For a condition that triggers payment of bids, the customer can only claim compensation in so far as it only documents a loss beyond the bid.

A party's total liability for damages may amount to a maximum of 500,000 DKK during the agreement period.

In the case of termination of a delivery agreement, the liability for compensation may be the maximum amount of the delivery agreement.

However, the above limitations apply only if the loss cannot be attributed to gross negligence or intentional circumstances of the injured party.

31. THIRD PARTY RIGHTS

The supplier concludes that the provider's services do not violate the rights of others, including, but not limited to, copyrights, patent rights, trademark rights, design rights and rights under the Danish Marketing Act.

If an action is brought against the customer for a violation of the law, the customer informs the supplier in writing, and the supplier then takes over the case and takes care of all associated costs.

The supplier undertakes to keep the customer indemnified for any claim, which is raised by a third party against the customer for the supplier's breach of third party rights, including compensation, remuneration and costs. The supplier shall also reimburse the customer with any reasonable attorneys' fees or other legal advisors which the customer has reasonably held for the purpose of serving his interests.

32. RIGHTS

To the extent that the supplier delivers documents, reports, analyzes, descriptions and specifications that the supplier specifically provides to the customer under this Framework Agreement and associated delivery agreements, the customer acquires all rights, including, but not limited to, copyrights and proprietary rights. The acquisition of the rights by the customer is ongoing as the supplier generates the material.

Material or equipment provided or made available by the customer may only be used by the supplier to perform the task described in the delivery agreement, unless otherwise agreed. Upon

completion of a delivery agreement or at the customer's request, such material or equipment shall be returned to the customer without undue delay.

The supplier is entitled to use the general knowledge acquired in the delivery of the services provided for in this framework agreement and / or related supply agreements for use in services rendered to third parties.

This clause is also valid after the termination of the framework agreement and / or the corresponding delivery agreement, regardless of the reason for termination.

33. FORCE MAJEURE

Neither the supplier nor the customer shall be liable to the other party in regards with this Framework Agreement and / or the related supply agreements if a failure to comply with the Framework Agreement and / or the related supply agreements is due to circumstances beyond the control of the party and, as the party did not comply with the signing of the framework agreement and / or the associated supply agreements, should have taken into account nor should have been avoided or overcome. Conditions with a subcontractor is considered for force majeure only if there is a hindrance covered by the first sentence, which the supplier should not have avoided or overcome.

Force majeure delay may be applied to the maximum number of working days in which the force majeure situation lasts. If a time limit for the supplier is postponed due to force majeure, the payments related thereto will be deferred accordingly. Force majeure may only be invoked if the party concerned has given written notice to the other party as soon as possible.

The party not affected by the force majeure situation is entitled to cancel the framework agreement and / or the related delivery agreements with effect for the future if the agreed services are not delivered in accordance with the defined quality level in more than 30 working days and if the situation cannot be expected to be re-established within 10 working days.

However, this does not apply to nationwide strikes and / or lockouts or conditions affecting the parties. In such cases, the parties are required to have emergency preparedness.

In case of cancellation, each party returns what has been received from the other party. Any amount due will be paid and where payment has been made without the delivery of the benefit, such amounts will be refunded. There is no further requirement between the parties.

34. TRANSFER

The Customer has the right to assign its rights and obligations under this Framework Agreement and / or its related delivery agreements to third parties - including but not limited to a group-linked company, other public institution or government-owned institution or company or is mainly run for public funds. Similarly, to the extent which is possible for each individual independent legal entity that constitutes the customer.

The supplier may, with the written consent of the customer, assign their rights and obligations under this framework agreement and the corresponding delivery agreements to third parties. However, the customer is obliged to accept transfer to a third party against whom the customer has no legitimate objections of an economic or other nature.

35. AMENDMENTS TO THE FRAMEWORK AGREEMENT AND AGREEMENT MANAGEMENT

Changes to the framework agreement can only be made with the customer's and supplier's written consent.

The parties jointly perform agreement management in relation to the framework agreement and concluded delivery agreements based on the following key principles:

- All changes and additions to the framework agreement and delivery agreements must be in writing in the event of updating the framework agreement itself, with all changes and additions signed by the parties.
- All changes and additions to the attachments must be in writing in the event of updating of the appendixes themselves, and all changes and additions are then signed by the parties.
- All changes and additions to the framework agreement, delivery agreements and appendixes must be documented with full traceability, e.g. by change mark, version history and similar.

The supplier has the initiative to ensure this agreement management.

36. DISPUTES, GOVERNING LAW AND JURISDICTION

36.1 Danish law

This framework agreement and the related delivery agreements are governed by Danish law.

36.2 Negotiation

In the event of a discrepancy between the parties in regards with the framework agreement and / or the related delivery agreements, the parties shall, with a positive, cooperative and responsible attitude, seek to open negotiations to resolve the dispute. If necessary, negotiations can be lifted on a higher level in the parties' organizations.

36.3 Disputes

If the parties cannot reach a settlement by negotiation, the dispute at first instance must be solved by the district court in Copenhagen. If the dispute concerns one or more delivery agreements which concern only one of the independent legal entities constituting the customer, the dispute shall initially be resolved by the City Court at the jurisdiction of a legal entity concerned.

37. COMMENCEMENT AND DURATION

37.1 Commencement and Resignation

This framework commences on the acquisition date, cf. section 11, and lasts for 1 year from 1 February 2018 until 31 January 2019. The framework agreement can be extended 3 x 1 year.

The customer may terminate the framework agreement with 6 months written notice until the end of a month. Termination cannot, however, take place within the first 12 months of the contract period.

The supplier cannot terminate the framework agreement during the duration of the agreement.

The termination of this Framework Agreement by the customer does not result in the termination of the specific delivery agreements that are in force at the time of termination. Regardless of the termination of the framework agreement, the supplier is still required to complete commenced delivery agreements under the terms of the framework agreement and the specific delivery agreement.

Delivery agreements that are not initiated from the supplier can be terminated by the customer without notice. For the supplier, delivery agreements are irrevocable.

Contracts initiated must, unless otherwise agreed, be completed within 4 weeks from the end of the framework agreement.

38. SIGNATURES

This framework agreement has been prepared and signed in 3 copies, of which the supplier and each of the independent legal entities constituting the customer possess one.

Location:

Date:

For Banedanmark, Signalling Programme:

Location:

Date:

For [supplier]:

[Name]

[Title]