



DB Engineering & Consulting GmbH · Region Eastern Europe & Russia  
EUREF-Campus 14 · Torgauer Strasse 12-15 · 10829 Berlin · Germany

Mr. Petr Hofhanzl  
Správa železniční dopravní cesty (SŽDC)  
Stavební správa západ  
Sokolovská 278/1955  
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DB Engineering & Consulting GmbH  
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EUREF-Campus 14  
Torgauer Strasse 12-15  
10829 Berlin  
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Vincent van Houten

November 23, 2018

## Offer for a workshop for SŽDC in Prague: Experience in implementation of railway infrastructure projects in Germany

Dear Mr. Hofhanzl,

we are pleased to offer you a common workshop in Prague about sharing our experience in implementation of railway infrastructure projects in Germany.

The objective of the workshop is to deliver the specialized lectures on the selected topics related to railway projects implemented in Germany with main focus on high-speed railway infrastructure projects and an open discussion, exchange of experience and to answer the questions prepared by SŽDC.

Our offer contains the following services:

- Preparation of the workshop,
- Carrying out of the workshop – 4 DB Experts, 7 lectures / 45 min, discussion
- Summary of results.

Workshop topics:

- High-speed railway project
  - Planning phases of an high-speed railway project
  - Procedures during the approval phase
  - Timing of EIA
  - Important experience during implementation of high-speed railway projects
- Horizontal topics
  - EIA
  - Economic assessment of railway projects (CBA)
  - Financing of railway projects (municipality funds, federal state funds, regional funds, EU funds)
  - Maintenance rolling stock within DB



DB Engineering & Consulting GmbH  
Registered Office: Berlin  
Registry Court:  
Berlin-Charlottenburg  
Com. Reg. No.: 56 655

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EUREF-Campus 14  
Torgauer Strasse 12-15  
10829 Berlin  
Germany

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(Chairman)

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Niko Warbanoff  
(Chairman)  
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Jens Bergmann  
Andreas Schweinar  
Michael Fritz



- Infrastructure maintenance within DB (specifics about grinding)

We will prepare a documentation of the workshop with the summary of the discussion which will be handed over to SŽDC.

In order to cover our costs, we have to charge a cost-covering lump sum in the amount of 5,500 € (VAT excluded).

As proposed by SŽDC the workshop shall be carried out on November 30, 2018 in Prague in the office space of SŽDC. The duration is 1 day.

SŽDC shall provide the premises, interpretation services and the refreshments during the workshop and will carry the related costs.

The respective amount is payable within 30 days of receipt of the invoice. Payment has to be made in EURO. The invoice will be issued and dispatched after acceptance of the performance.

The service is considered accepted within 10 calendar days after receipt of Minutes of meeting in written form. Due to formal requirements, we are required to conclude a simplified agreement. This is why we have listed the contractual basis for this in Appendix 2.

We are looking forward to a fruitful collaboration.

Yours faithfully,

Vincent van Houten  
Executive Director Eastern Europe, Russia & CIS

confirmed:

Petr Hofhanzl  
Director of the West  
Building Administration

## **Appendix 1: Contractual basis**

The following terms and conditions shall apply to the agreement to be entered into by and between

DB Engineering & Consulting GmbH, a company registered and existing under the laws of Germany, having its registered office at Torgauer Str. 12-15, 10829 Berlin, Germany

And

Správa železniční dopravní cesty a company registered and existing under the laws of Czech Republic, having its registered office at Stavební správa západ, Sokolovská 278, 190 00 Praha 9, Czech Republic

DB Engineering & Consulting GmbH ("DB E&C") and the party (the "Ordering Party") ordering certain services (the "Services") to be performed by DB E&C.

The Parties agree as follows:

1. Assistance by the Ordering Party
  - a. During the term of the Agreement the Ordering Party shall place in due time all available necessary data, documentation and information at the free and unrestricted disposal of DB E&C and shall give DB E&C any and all such assistance as DB E&C shall reasonably request for the performance of its obligations under this Agreement.
2. Additional Works

Additional Works requested by the Ordering Party will be paid by the Ordering Party on the basis of the unit prices detailed in the financial proposal submitted by DB E&C.
3. Liability
  - a. DB E&C shall only be liable for willful misconduct and gross negligence. Any liability for indirect and/or consequential damages including but not limited to loss of profit or loss of production shall be expressly excluded. DB E&C's total liability under the Agreement shall be limited to the total remuneration received by DB E&C under the Agreement.
  - b. DB E&C shall have no liability whatsoever for actions and damages caused by the Ordering Party failing to act on any recommendation or overriding any act or decision of DB E&C or requiring DB E&C to implement a decision or recommendation with which DB E&C disagrees or on which DB E&C expresses a serious reservation.
  - c. The preceding limitations of liability do not apply in cases of wilful misconduct, personal injury, product liability or other matters for which it would be unlawful for a party to limit or exclude its liability.
4. Compliance
  - a. The Ordering Party and DB E&C represent and warrant to each other that they (and their respective representatives and employees) have performed and will perform their respective duties and obligations under or in connection with this Agreement in compliance with all applicable national or international laws, regulations, directives and any other statutory provisions (hereinafter collectively referred to as "Applicable Laws"). To the extent applicable, the Ordering Party represents and warrants that it has complied with all Applicable Laws in relation to the award of the contract





between itself and its client, for which the Ordering Party engages DB E&C with this Agreement.

- b. The Ordering Party and DB E&C understand that compliance with Applicable Laws is essential for them and the Ordering Party and DB E&C expect from each other that they will carry out their obligations or activities under this Agreement on the basis of and in compliance with Applicable Laws. If either the Ordering Party or DB E&C has reason to believe that a breach of the representations and warranties under preceding para. 1 has occurred, the other Party shall cooperate fully and in good faith in order to investigate whether a breach has occurred and – in the event of a breach - agree on appropriate remedial action without undue delay.

#### 5. Arbitration and Governing Law

- a. The parties shall make every attempt to resolve in an amicable way any dispute concerning the interpretation of this Agreement and the performance of the Services. Any dispute which cannot be resolved by the parties and any controversy or claim otherwise arising out of or in connection with this Agreement or breach thereof, shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. Place of proceedings shall be Berlin (Germany). Language of proceedings shall be English. Any award of the arbitration tribunal shall be final and binding upon the parties hereto.
- b. This Agreement shall be governed by the substantial laws of the Federal Republic of Germany without reference to its conflict of laws rules and to the exclusion of the United Nations Convention on the International Sale of Goods.