

PROJECT MANAGEMENT AGREEMENT

among

RB RAIL AS,

MINISTRY OF CLIMATE OF THE REPUBLIC OF ESTONIA,

**MINISTRY OF TRANSPORT OF THE REPUBLIC OF
LATVIA,**

**MINISTRY OF TRANSPORT AND COMMUNICATIONS OF
THE REPUBLIC OF LITHUANIA,**

**ESTONIAN CONSUMER PROTECTION AND TECHNICAL
REGULATORY AUTHORITY,**

RAIL BALTIC ESTONIA OÜ,

EIROPAS DZELZCEĻA LĪNIJAS SIA,

LTG INFRA AB, and

RAIL BALTICA STATYBA UAB

This Project Management Agreement (the **Agreement**) is made by and between:

PARTIES

1. **RB Rail AS**, a joint stock company registered in the Commercial Register of Latvia with registration no: 40103845025, registered address at Satekles iela 2B, Riga, LV-1050, Latvia, represented by Chairperson of the Management Board Marko Kivila, Member of the Management Board Kitija Gruškevica, Member of the Management Board Marius Narmontas, Member of the Management Board Thierry Boussillon and Member of the Management Board Emilien Dang (**RB Rail AS**),
2. **Ministry of Climate of the Republic of Estonia**, registration no: 70001231, registered address Suur-Ameerika 1, 10122 Tallinn, Estonia, represented by Secretary General Keit Kasemets, as legal successor of the Ministry of Economic Affairs and the Communications of the Republic of Estonia, registration number: 70003158,
3. **Ministry of Transport of the Republic of Latvia**, registration no: LV90000088687, registered address at Gogoļa iela 3, Riga, LV-1743, Latvia, represented by State Secretary
4. **Ministry of Transport and Communications of the Republic of Lithuania**, registration no: 188620589, registered address Gedimino ave. 17, 01505 Vilnius, Lithuania, represented by Chancellor Ramūnas Dilba,
5. **Estonian Consumer Protection and Technical Regulatory Authority**, registration no: 70003218, registered address Endla tn 10a, Tallinn 10122, Estonia, represented by Director General Kristi Talving,
6. **Rail Baltic Estonia OÜ**, registration no: 12734109, registered address Harjumaa, Tallinn, Veskiposti tn 2/1, 10138, Estonia, represented by Chief Executive Officer Anvar Salomets,
7. **Eiropas Dzelzceļa Līnijas SIA**, a limited liability company registered in the Commercial Register of Latvia with registration no: 40103836785, registered address Gogoļa iela 3, Riga, LV-1743, Latvia, represented by Chairperson of the Management Board Kaspars Vingris and Member of the Management Board Arnis Staltmanis,
8. **LTG Infra AB**, registration no: 305202934, registered address Geležinkelio g. 2, LT-02100 Vilnius, Lithuania, represented by Chief Executive Officer Vytis Žalimas as substitute of Lietuvos Geležinkeliai AB, registration number: 110053842,
9. **Rail Baltica Statyba UAB**, a private limited liability company registered in the Register of Legal Entities of the Republic of Lithuania with registration no: 303227458, registered address Geležinkelio g. 16, Vilnius, Lithuania, represented by Chief Executive Officer Arenijus Jackus,

altogether jointly referred as “the **Parties**”, and each separately – “the **Party**”.

RECITALS:

- A. Noting that the following documents govern the main aspects of the Rail Baltica project (“**RBGP**”):
- Agreement on the Contracting Scheme for the Rail Baltic / Rail Baltica, dated 30 September 2016, (the “Contracting Scheme Agreement”) prescribing *inter alia*, authorizations to RBR with respect to procurement activities,
 - Agreement between the Government of the Republic of Estonia, the Government of the Republic of Latvia, and the Government of the Republic of Lithuania on the

Development of the Rail Baltic / Rail Baltica Railway Connection, dated 31 January 2017,

- European Commission Implementing Decision, dated 26 October 2018, which, in essence, recognizes Rail Baltica as a European added value and EFI project which given the adoption process also signifies the agreement of the Member States,
- The Rail Baltica Design Guidelines – a common design standard mandatory for design, construction, and operations of the Rail Baltica infrastructure approved in 2018 by the respective ministries of Estonia, Latvia, and Lithuania,
- Common Procurement Standards and Guidelines for the Rail Baltica Project developed by RBR in alignment with the national AEs and BENs via the Procurement Reference Group and followed by all other RBGP participants ensuring common approach and standards with respect to procurement activities across the RBGP,
- Signed Grant Agreements between the parties that stipulates the responsibilities of Beneficiaries, Implementing bodies (Affiliated Entities) and Coordinator (RB Rail AS).

B. Acknowledging the evolving nature of the Rail Baltica project, transitioning gradually from planning, procurement, design to construction, and therefore seeking to streamline the roles among the Parties during these phases.

C. Recognizing the necessity to update and adjust the existing division of responsibilities in order to facilitate the implementation of all necessary administrative and management tasks to be carried out by RB Rail AS, the Implementing Bodies and Beneficiaries including a harmonised and unified approach to the RBGP governance, however, adhering to the conditions laid down in previously signed Grant Agreements (as a key funding source so far).

D. Noting that:

- Beneficiaries (hereinafter referred to as the “**Ministry**”) are the leading state administrative institutions in the field of transportation, whose task is to ensure the stable development of the railway transport sector and the achievement of its goals, including the implementation of RBGP.
- RB Rail AS is a joint venture indirectly established by the Ministries of the Baltic States with the aim to coordinate the preparatory activities and the construction phase of RBGP until its completion and achieving full technical functionality.
- National implementing bodies / affiliated entities established in Estonia, Latvia and Lithuania in 2014 are 100% directly or indirectly state-owned with the goal of implementing RBGP.

E. Wishing, additionally, to amend in the Contracting Scheme Agreement the management structure of the RBGP by establishing:

- A common supranational governing body - the Project Coordination Steering Committee; and
- The execution bodies - Section Delivery Teams who will manage civil works construction

(the “**Restructuring Project**”).

NOW, THEREFORE, the Parties have hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The capitalised terms and expressions used in this Agreement have the same meaning as in the Contracting Scheme Agreement, except the following words and phrases have the following meaning:
 - 1.1.1. **“Project Coordination Steering Committee”** is established with a purpose to coordinate Rail Baltica programme in accordance with Rail Baltic Steering Committee Rules of Procedure as set out in Annex 2, and with a mandate provided by the Beneficiaries.
 - 1.1.2. **“Section Delivery Team”** means an execution body at national level under the Implementing Body with the purpose to deliver any section or sections of the RBGP as defined under the Detailed Technical Design agreements and complies with the scope of works described in the Responsibility Matrix which is attached to this Agreement as Annex 1 (the **“Responsibility Matrix”**).
 - 1.1.3. **“Confidential Information”** means any and all information and documents of any kind or form whatsoever (including written, oral, expressed by electronic means or recorded in any other form) related this Agreement, as well as any other information related to RB Rail AS (or its group companies) or the Implementing Body (or other institution) which is not known to the general public.
 - 1.1.4. **“Disclosing Party”** means the Party that disclosed the Confidential Information to the other Party under the Agreement.
 - 1.1.5. **“Receiving Party”** means the Party that received Confidential Information from the other Party under the Agreement.
 - 1.1.6. **“Rail Baltica Task Force”** means strategic level decision making body composed of the members and non-voting members related to the implementation of the RBGP as defined in the Rules of Procedure of Rail Baltica Task Force. The decisions of Rail Baltica Task Force will be taken according to the Rules of Procedure of Rail Baltica Task Force.
- 1.2. In addition to the terms defined elsewhere in the Agreement, the definitions and other provisions set out in this Section shall apply throughout the Agreement, unless the context requires otherwise.
- 1.3. The Agreement forms an integral part of the Contracting Scheme Agreement regarding the Agreement’s subject matter, and the Contracting Scheme Agreement governs, and the Parties are bound to the provisions of the Contracting Scheme Agreement regarding the aspects that are not governed or amended by this Agreement.
- 1.4. In case of any doubt, the legal relations between the Parties shall be governed so that in the event of any inconsistency, the provisions of the Agreement will prevail over the provisions of the Contracting Scheme Agreement.

2. SUBJECT MATTER

- 2.1. The Parties agree that the roles and responsibilities of the Parties in the implementation and completion of the RBGP are outlined below and in the Responsibility Matrix which is attached to this Agreement as Annex 1.
- 2.2. The Responsibility Matrix comes into effect on the date when this Agreement becomes effective, except to the extent that this Agreement contemplates the conclusion of separate agreements for reassignment of responsibilities arising out of concluded contracts. The reassignment of responsibilities may only occur by complying to the concluded CEF Grant agreements, where general obligations and roles are stipulated.
- 2.3. The Parties agree that if a dispute between two or more Parties about the interpretation and application of the Responsibility Matrix cannot be settled by the way of mutual negotiations within a period of 30 (thirty) calendar days, any of the Parties shall have the right to refer the dispute to Rail Baltica Task Force.
- 2.4. The Parties shall adopt all necessary decisions and obtain all necessary consents and approvals and shall take all necessary actions within their authority, as well as shall initiate adoption of all necessary decisions and taking of all necessary actions which are within the authority of another State or Municipal institutions or companies, in order to implement the principles established in this Agreement, including but not limited to plan, request, and allocate the funding, issue the powers of attorney, adopt the necessary decisions, initiate adoption of the necessary legislative and administrative acts.
- 2.5. The Parties shall cooperate in good faith, exercise best efforts, obtain, sign and issue all necessary documents, needed authorisations, consents and approvals, and take all necessary actions in order to achieve that all transactions provided for under the Agreement are implemented timely, properly and fully.

3. ROLES AND RESPONSIBILITIES

- 3.1. The Ministry coordinates the implementation of the RBGP until its realization and, by concluding delegation agreements with the national implementing bodies/ affiliated entities and the joint-stock company RB Rail AS (where relevant), delegates to them the implementation of RBGP activities.
- 3.2. RB Rail ensures consistent compliance with the project requirements specifications (Rail Baltica Design Guidelines, Common Procurement Standards and Guidelines for the Rail Baltica Project) and the applicable EU standards (CSM-RA, TSI), defining, in alignment with the implementing bodies/ affiliated entities, the necessary RBGP level processes to be implemented in all subsystems and supervising their application throughout the different phases of the project. RB Rail AS continues to perform procurement exercises as agreed under the Contracting Scheme Agreement and future CEF activities for technical and business development aspects of RBGP, including management of the existing contracts, reprocurring frameworks for legal and technical

expertise and maintain established tools and systems for the RBGP needs. Acting as a Central Purchasing Body, **RB Rail AS shall:**

- 3.2.1. **Complete the already started procurement procedures and conclude the respective contracts;**
- 3.2.2. Continue to be the Central Purchasing Body of the Ministry of Transport of the Republic of Latvia for procurement of Master Design, Detailed Technical Design and design supervision services for the mainline Railway Infrastructure section from Riga International Airport to Misa and from Upeslejas to railway station “Rīgas – Preču”;
- 3.2.3. Continue to perform the function of the Central Purchasing Body in accordance with the Contracting Scheme Agreement, except to the extent modified according to Clause 3.6 of this Agreement.
- 3.3. With respect to CCS and ENE subsystems:
 - 3.3.1. RB Rail AS is responsible for the proper implementation and contract management of ENE and CCS subsystems according to FIDIC Yellow Book 2017 and supervised by ENE and CCS FIDIC Engineers, which shall ensure compliance with the signed contracts.
 - 3.3.2. ENE and CCS FIDIC Engineers will contractually report to RB Rail AS, ensuring independence (defined and limited by FIDIC Yellow Book 2017), program management, design, construction and testing and commissioning works, supervision and stakeholders’ management.
 - 3.3.3. During ENE and CCS subsystems construction works Delivery manager will play a role of coordinator of the construction site in collaboration with ENE and CCS FIDIC Engineers for the construction matters.
 - 3.3.4. The possible roles and responsibilities of the Parties in the implementation and completion regarding the designing and construction of the control-command and signaling subsystem (CCS) and energy subsystem (ENE) are outlined in the Annex 3 (the “**RACI Matrix**”). The Parties shall negotiate in good faith the detalization of the RACI Matrix.

- 3.4. With respect to the contracts concluded by RB Rail AS in its role of a Central Purchasing Body for design and author (design) supervision services and detailed technical design review and design expertise services:
- 3.4.1. RB Rail AS and the relevant Implementing Body shall be entitled to agree on reassignment of responsibilities (including but not limited to execution of contract, supervision of contract execution, signing the deed of acceptance of supplies, services, works and goods) arising out of the contracts awarded as a result of RB Rail AS acting as the Central Purchasing Body to the Beneficiary, Implementing Body or other institution according to the division of responsibilities in the Responsibility Matrix.
- 3.4.2. The reassignment of responsibilities shall be implemented by executing a separate written agreement between RB Rail AS and the relevant Implementing Body (or other institution), enabling the Implementing Body (or other institution) to perform the respective responsibilities. Due to reassignment of responsibilities RB Rail AS and the relevant Implementing Body may also agree on transfer of employee(s) and assets and liabilities from RB Rail AS to the relevant Implementing Body (or other institution) related to the reassigned responsibility or such other arrangements concerning employees, assets and liabilities if RB Rail AS and the relevant Implementing Body agree to it to be appropriate.
- 3.4.3. Timing and scope of reassignment of responsibilities may be agreed between RB Rail AS and each Implementing Body separately. The timing and scope of reassignment of responsibilities may differ in respect of each contract. Where necessary, the Implementing Body must obtain a consent from the relevant Beneficiary.
- 3.5. The role of RB Rail AS for planning, designing, design review process, obtaining design expertise assessment and design (author) supervision in Latvia shall be changed according to the Restructuring Project in phases by concluding the separate agreements in accordance with Clause 3.4.2 of this Agreement. For avoidance of doubt, the role of RB Rail AS for planning, designing, design review process, obtaining design expertise assessment and design (author) supervision in Latvia remains unchanged until execution of such separate agreements.
- 3.6. **The National implementing bodies shall procure under supervision of RB Rail AS as a Supervised National Procurement the following supplies, services and works:**
- 3.6.1. Services and works for the construction of railway infrastructure subsystem, including items listed under Section 5.1.1, sub-sections (a) to (d) of the Contracting Scheme Agreement;
- 3.6.2. **Works, services and related goods for the construction of Cross-Border Track and Track Bed Sections, including Design & Build agreements;**
- 3.6.3. Master Design, Detailed Technical Design and related author (design) supervision services, design review and design expertise services for the Railway Infrastructure and the Local Facilities.
- 3.6.4. Works, goods and (or) services for the implementation of the Global Project only to Party(ies) in 1 (one) State where the Global Project is being implemented, unless the particular activity is envisaged in a grant agreement for the grant from the Connecting Europe Facility and a Party from another State or RB Rail AS is appointed as a responsible Beneficiary or Implementing Body.
- 3.7. Each Beneficiary as well as the RB Rail AS and Implementing Body:

- 3.7.1. Undertakes to take part in the efficient implementation of the RBGP, and to cooperate, perform and fulfil, promptly and on time,

4. PROJECT COORDINATION STEERING COMMITTEE

- 4.1. The purpose of the **Project Coordination Steering Committee is to coordinate implementation of Rail Baltica implementation programme.**
- 4.2. The Project Coordination Steering Committee is formed and established by this Agreement and operates according with Rail Baltica Steering Committee Rules of Procedure as set out in Annex 2 that sets the framework for the Project Coordination Steering Committee operation, defines the roles and responsibilities of the Implementing Bodies and RB Rail AS within the Project Coordination Steering Committee, defines the work procedures, decision making process and control over decision execution.
- 4.3. **Implementing Bodies and RB Rail AS each will have one vote at the Project Coordination Steering Committee.** Other participants at the Project Coordination Steering Committee will not have rights to vote.
- 4.4. The Project Coordination Steering Committee will strive to reach an unanimous vote on all decisions except on election of Chairperson and Vice-Chairperson of the Project Coordination Steering Committee for which 3 (three) out of 4 (four) votes have to be passed “for” to adopt a decision. If consensus by unanimous vote cannot be reached at the Project Coordination Steering Committee then such decision may be passed to the Rail Baltica Task Force by either Implementing Body or RB Rail AS.
- 4.5. The Project Coordination Steering Committee is entitled to amend the Rail Baltic Steering Committee Rules of Procedure at any time by unanimous vote of RB Rail and Implementing Bodies only, except for the principles set in this Agreement and in particular regarding involvement of the Task Force and any changes in the tasks of the Project Coordination Steering Committee.

5. SECTION DELIVERY TEAMS

- 5.1. The Implementing Body is obliged to form and establish the Section Delivery Team(s) which shall consist of the employees of the Implementing Body and the transferred or otherwise engaged employees by RB Rail AS.
- 5.2. Section Delivery team will manage the design and construction works of the railway infrastructure subsystem.

- 5.3. Section Delivery Team will operate in accordance with the Project Management Guidelines to be agreed by RB Rail AS and the Implementing Bodies.
- 5.4. Unless stated otherwise in the Agreement, the Implementing Body is fully responsible for the costs incurred for the operation of the Section Delivery Team(s) and it cannot be attributed to the other Parties.

6. CONFIDENTIALITY

- 6.1. Each Party shall keep the Confidential Information confidential and not disclose it to any person and not use it. For the avoidance of doubt, RB RAIL AS and the Implementing Body (or other institution) shall be free to use any Confidential Information to the extent required for fulfilment of the obligations under this Agreement and the Contracting Scheme Agreement.
- 6.2. Confidentiality obligations under this Section shall not apply to the disclosure of Confidential Information if and to the extent:
- (a) required under applicable laws;
 - (b) required by the rules of any securities exchange on which securities of the Receiving Party or any member of its group are listed;
 - (c) required by any court of competent jurisdiction or any competent judicial, arbitration, governmental, supervisory or regulatory body;
 - (d) the disclosure or use is required for the purposes of any judicial or arbitration proceedings arising out of or in connection with this Agreement;
 - (e) the Disclosing Party has given a prior written approval for its disclosure or use;
 - (f) the information is already in the public domain other than through breach of confidentiality obligations under the Agreement;
- provided that in respect of items (a), (b) and (c) above the Receiving Party shall to the extent reasonable practicable and permitted by such law, regulation, rules or body promptly notify in writing the Disclosing Party and cooperate with the Disclosing Party regarding the timing and content of such disclosure and any action which the Disclosing Party may reasonable wish to take to challenge the validity of such requirement.
- 6.3. Confidentiality undertakings under this Section shall not be affected by the termination or expiry of the Agreement.

7. LIABILITY AND REMEDIES

- 7.1. The liability of the Parties against each other is limited to direct losses only. For the avoidance of doubt, the Parties are not liable for indirect losses (including loss of profit).

- 7.2. An Implementing Body (or other institution) shall be liable for the actions of its members of the managing bodies, including but not limited to the Management Board and the Supervisory Board, and for the actions of the representatives, employees, members of the governing bodies and advisors of the Implementing Body (or other institution) and of other persons that the Implementing Body (or other institution) uses for the performance of its rights and/or obligations under the Agreement and undertaken obligations (functions) from RB Rail AS.
- 7.3. RB Rail AS shall be liable for the actions of its members of the managing bodies, including but not limited to the Management Board and the Supervisory Board, and for the actions of the representatives, employees, members of the governing bodies and advisors of RB Rail AS and of other persons that RB Rail AS uses or has used for the performance of its rights and/or obligations under the Agreement and for any past actions before the transfer of obligations (functions) from RB Rail AS to Implementing Body (or other institution).
- 7.4. The Parties undertake not to bring claims against any other Party and members of its Management Board and Supervisory Board:
- 7.4.1. Arising out of the fact of transfer of obligations and functions to the Beneficiary, Implementing Body or other institution.
- 7.4.2. Arising out of performance of this Agreement.
- 7.4.3. Arising out of performance by the Beneficiary, Implementing Body or other institution of the transferred obligations and functions.
- 7.5. The relevant Parties shall agree on detailed rules on limitations and waivers of liability between them and regarding members of their Management Board and Supervisory Board in the separate agreements. Regarding limitations and waivers connected to the transfer of obligations (functions) of agreements named in Clause 3.2, the limitations and waivers shall be based on the principle that RB Rail AS is liable for consequences of all actions before transfer of obligations (functions), whereas the transferee shall be liable for consequences of all actions after transfer.

8. COSTS

- 8.1. Unless stated otherwise in the Agreement, each Party shall bear its own costs and expenses in connection with negotiation, preparation, execution and/or performance of the Agreement and/or transactions contemplated under the Agreement, including all fees, expenses of the representatives, agents, brokers, advisers and relevant authorities. Nevertheless, the Parties shall cooperate and shall take all necessary actions within their authority regarding planning, requesting, and allocating the funding to the Implementing Body (or other institution) for performance of the obligations (functions) transferred from RB Rail AS to the Implemented Body (or other institution).
- 8.2. The Parties undertake to negotiate and agree on a financing for ensuring sustainable financing of the management of the RBGP as per the Responsibility Matrix. The Parties undertake to negotiate and agree on any amendments to the existing financing agreements, if needed.

9. MISCELLANEOUS

- 9.1. The Agreement shall be governed by the substantive laws of Latvia.
- 9.2. This Agreement is concluded in the English language as an electronic document and is signed with qualified electronic signatures. This Agreement enters into effect on the date of the last qualified electronic signature.
- 9.3. The Agreement may be terminated at any time by a mutual written agreement between the Parties.
- 9.4. The annexes and any attachments thereto form an integral part of the Agreement and are construed and have the same full force as if expressly set forth in the body of the Agreement. The Agreement has the following annexes:

Annex 1 – Responsibility Matrix

Annex 2 - Rail Baltic Steering Committee Rules of Procedure

Annex3 – RACI Matrix (CCS/ENE)

10. SIGNATURES OF THE PARTIES

_____ Chairperson of the Management Board Marko Kivila FOR RB RAIL AS	_____ Member of the Management Board Kitija Gruškevica FOR RB RAIL AS
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_____ Member of the Management Board Marius Narmontas FOR RB RAIL AS	_____ Member of the Management Board Thierry Boussillon FOR RB RAIL AS
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_____ Member of the Management Board Emilien Dang FOR RB RAIL AS	_____ Secretary General Keit Kasemets FOR MINISTRY OF CLIMATE OF THE REPUBLIC OF ESTONIA
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_____ State Secretary FOR MINISTRY OF TRANSPORT OF THE REPUBLIC OF LATVIA	_____ Chancellor Ramūnas Dilba FOR MINISTRY OF TRANSPORT AND COMMUNICATIONS OF THE REPUBLIC OF LITHUANIA
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Director General Kristi Talving

FOR ESTONIAN CONSUMER
PROTECTION AND TECHNICAL
REGULATORY AUTHORITY

Chief Executive Officer Anvar Salomets

FOR RAIL BALTIC ESTONIA OÜ

Chairperson of the Management Board
Kaspars Vingris

FOR EIROPAS DZELZCEĻA LĪNIJAS SIA

Chief Executive Officer Vytis Žalimas

FOR LTG INFRA AB

Member of the Management Board Arnis
Staltmanis

FOR EIROPAS DZELZCEĻA LĪNIJAS SIA

Chief Executive Officer Arenijus Jackus

FOR RAIL BALTICA STATYBA UAB

RESPONSIBILITY MATRIX**Abbreviations**

IB	Implementing Body as defined in the Contracting Scheme Agreement	CSA or CSA	Agreement on the Contracting Scheme for the Rail Baltic, dated 30.09.2016, concluded between AS RB Rail, Ministry of Climate of the Republic of Estonia replacing the Ministry of Economic Affairs and Communication of the Republic of Estonia, Ministry of Transport of Latvia, Ministry of Transport and Communication of Lithuania, Estonian Technical Regulatory Authority, OÜ Rail Baltic Estonia, SIA Eiropas Dzelzceļa līnijas, LTG Infra AB replacing AB Lietuvos Geležinkeliai, UAB Rail Baltica statyba
IB MB	Management Board of Implementing Body		
SDT	Section Delivery Team	MIN LT or Beneficiary or BEN	Ministry of Transport and Communication of Lithuania
DM	Delivery Manager	MIN EE or Beneficiary or BEN	Ministry of Climate of Estonia
SC	Project Coordination Steering Committee	MIN LV or Beneficiary or BEN	Ministry of Transport of Latvia
RBGP	Rail Baltica RBGP		
RBR MB	Management Board of AS RB Rail		
SHA	Shareholders' Agreement related to AS RB Rail, dated 28.10.2014, concluded between OÜ Rail Baltic Estonia, SIA Eiropas Dzelzceļa līnijas and UAB Rail Baltica statyba		

No	PROJECT MANAGEMENT	Railway Section Delivery Team	Implementing Body	RB Rail	Steering Committee
1.	Design & construction – all other (main line, point type objects)	Core function Delivery team will manage civil work construction. <u>Upon a separate agreement RBR and IB may agree on reassignment of responsibilities arising out of contracts awarded as a result of RB Rail AS acting as the Central Purchasing Body, to be taken over by SDT.</u> Timing and scope of reassignment of responsibilities may be agreed with each Implementing Body separately. The timing and scope of reassignment of responsibilities may differ in respect of each contract. Where necessary, the Implementing Body must obtain a consent from the relevant Beneficiary.	Controls implementation (decides in matters out of the limits to DM rights to change project timeline, change contracts etc). Reverts to the SC in matters related to the competency of the SC based on the SC's regulations.	RB Rail shall ensure the consistent demonstration of compliance with the project requirements specifications (DGs, TS) and the applicable EU standards (CSM-RA, TSI), defining in alignment with IB, the necessary RBGP level processes to be implemented in all subsystems and supervising their application throughout the different phases of the project. The split of roles and responsibilities in the application and monitoring of these processes is and will be defined by RB Rail AS and aligned with the relevant stakeholders. Additionally, RB Rail AS shall continue to centralize and manage the process for obtention of the independent evaluation reports for the Rail Baltica railway system from the mandatory NoBo and AsBo assessment bodies. This implies that: 1. RB Rail AS shall be responsible for providing conclusions regarding Railway Infrastructure (main line and main line interfaces with Local Facilities) design conformity with Rail Baltica	RBGP coordination to be made based on steering regulations. Steering will not have power to overrule companies, except the following: Steering shall ensure consistent compliance with the project requirements specifications (DGs, TS) and the applicable EU standards (CSM-RA, TSI), defining the necessary RBGP level processes to be implemented by all subsystems and supervising their application throughout the different phases of the project.

No	PROJECT MANAGEMENT	Railway Section Delivery Team	Implementing Body	RB Rail	Steering Committee
				Design Guidelines and review and assessment of interface solutions conformity with ENE and CCS subsystems. 2. RB Rail AS shall have the right to participate in supervision of construction works and acceptance testing activities carried out and coordinated by Implementing Bodies. 3. RB Rail AS shall have the right to carry out technical checks and audits in relation to implementation of System Engineering activities. Responsible for enabling consolidated materials purchasing requested by DM. (including contract management, resources, tools, communication with suppliers and any relevant support activity). Ensures and coordinates interoperability requirements of the RBGP infrastructure and systems.	

	SUPPORTING FUNCTIONS	Railway Section Delivery Team	Implementing Body	RB Rail	Steering Committee
2	RBGP Finance (grants)	Provides input data to IBs on the necessary resources per each section; reports on RBGP performance	Verifies & consolidates data for CEF applications; provides input data to RB Rail for financing applications & delivery performance control.	Core function. RBGP Financing coordination (preparation & submission of financing applications; control incl reporting). Finding other sources of financing options.	Adopts decisions based on SC's regulations monitor that the action is implemented properly
3.	Procurement	Acts as project managers giving input	Applies approved standards and guidelines Procurement team handles procurements as service function to DM as per CSA and IBs act as user of the products procured by RB Rail	Procurement team handles procurements as service function to DM as per CSA Development and monitoring of the implementation across RBGP procurement standards & guidelines. Consolidated material procurements (in accordance with Clause 4 of CSA and with limit of liabilities to be agreed separately with each IB). Consulting IBs. Maintenance and management of the framework agreements (procured by RB Rail AS) including ensuring all necessary support.	Approves common standards and guidelines

				Processes amendments to the procurement contracts <u>awarded as a result of RB Rail AS acting as the Central Purchasing Body</u> in accordance with PPL, unless this responsibility is reassigned according to separate agreements between RB Rail AS and the relevant Implementing Body.	
4.	Design review process: railway structures	Project owner in reviews and acceptance of design	Has railway structures design review support team/specialist (substructure/civil, superstructure, platforms) for all scope, except system engineering discipline.	Due to reassignment of responsibilities RB Rail AS and the relevant Implementing Body may also agree on transfer of employee(s) and assets and liabilities from RB Rail AS to the relevant Implementing Body (or other institution) related to the reassigned responsibility or such other arrangements concerning employees, assets and liabilities if RB Rail AS and the relevant Implementing Body agree to it to be appropriate. In Latvia design and author (design) supervision services and detailed technical design review and design expertise will remain the responsibility of RB Rail AS until agreed otherwise in a separate agreement between RB Rail AS, Ministry of Transportation of Latvia and SIA "Eiropas dzelzceļa līnijas". Also, in order to ensure compliance check for ENE/CCS works. Resources must be allocated for RB Rail AS.	-

5.	Design review process: point type objects (other than railway structures). Impacted systems (1520, utilities)	Project owner in reviews and acceptance of design	Has point type objects design review support team/specialist (stations terminal buildings, viaducts, ecoducts etc).	Interface management (under system engineering process)	-
6.	System Engineering	Implementation of System Engineering Management Plan (SEMP) and RAMS standards & guidelines in the section	Ensures implementation of System Engineering Management Plan (SEMP) and RAMS standards & guidelines in the national level	Supervises of implementation of System Engineering Management Plan (SEMP) and RAMS standards & guidelines in the national level Develops SEMP and RAMS standards & guidelines, supervises implementation across RBGP. Will include essential design checks/QC/compliance. ASBO / NOBO contracts with RBR. System Engineering dept will remains the contact point. Consolidate VV cycle evidence and coordinate consolidated Safety Demonstration (Safety Case, Proof of Safety) Manage ISA (CCS)	Approves SEMP and RAMS standards & guidelines
6.1	Technical, legal and financial checks ensuring RBGP compliance in between Baltic state countries.	-	-	Acts according to CSA in force items 5.6 and 5.7. 1. RB Rail AS shall have the right to participate in supervision of construction	

				works and acceptance testing activities carried out and coordinated by Implementing Bodies. 2. RB Rail AS shall have the right to carry out technical checks and audits in relation to implementation of System Engineering activities. 3. RB Rail AS shall be responsible for providing conclusions regarding Railway Infrastructure (main line and main line interfaces with Local Facilities) design conformity with Rail Baltica Design Guidelines and review and assessment of interface solutions conformity with ENE and CCS subsystems.	
7.	National expertise verification (Third party expertise)	Managed by DM directly	Has contract for point type objects, used by DM	Has contract for mainline, used by DM, including ENE & CCS	
8.	VDC (BIM, GIS and AIM)	Provides services according to RBR function to Delivery section core team, which works in accordance with the requirements set by RBR VDC department for the RBGP. Acts as project manager/client towards core function supplier Approves the deliverables according to requirements.	BIM IB has BIM team in-house. This team will work as part of design verification (see above). GIS IBs may have GIS specialists working within the GIS platform. IB GIS specialist may assume roles not entrusted to RBR. Specific roles to be determined.	BIM RBR coordinates and integrates models for the entire project. BIM team will work in RBR as part of SE and design review. In general, approach is the same as with design review split, employee transfers may be necessary. GIS Owner of the GIS platform.	

		Acts as project manager for the BIM deliverables by all suppliers.	AIM – IB is asset owner. Shall work in tight team together with RBR AIM team to use the AR information for future Infra management purposes.	Manages all the information within the GIS platform and together with IT department controls the user access. Verifies the geospatial data provided by the suppliers and supply chain members. AIM RBR may coordinate/lead the development of Asset Information Management model/system/database, but user level application and ownership of the Asset Register must be assigned to the asset owners who will be IBs/IMs. Verifies and classifies the information about the designs and as-built data in structured geo database using GIS platform.	
9.	Environment management	Applies requirements	Supervises application of requirements at national level. Develops guidelines on national project level.	Develops RBGP environmental, climate change management and RBGP sustainability strategy. Performs RBGP environmental, climate change management and sustainability performance assessment and reporting. Provides technical expertise and support to project management	
	Cross-border operation and economic development	Receives supporting information from RB Rail (transport demand analysis, economic analysis).	Receives supporting information from RB Rail (transport demand analysis, economic analysis), engages in the framework implementation for cross-border	In accordance with a separate agreement with the relevant Beneficiaries and/or Implementing Bodies:	

			operation and business development.	• performs transport demand analysis, economic impact analysis supporting decision-making regarding infrastructure development and preparation for operations. • Coordinates implementation of preparatory activities for operation readiness of RB line. • Preparatory activities for operation readiness • Coordinates framework • Coordinate implementation of joint corridor functions and cross • Cross-border operations service development	
10	Contract Administration implementation contracts – design, construction, engineer services	Core processes develop by RB Rail AS shall be mandatory to Contract Administrators dealing with RB Rail AS contracts (where RBR has liability. ENE/CCS, existing design contracts, not new ones where RBR is not the client). It is proposed to apply these good contract management practices to IB contract administration if not already in place.	MB decides on matters out of scope of DM (set by IB). Reverts to steering in matters related to steering competency based on steering regulations.	RB Rail AS develops the procedures and implement tools to aid in contract management. Claim avoidance awareness . List all obligations from both parties . Brief all IB/RB Rail AS personnel involved in the contract on these obligations . To be done right after signature of contract Contract Management Responsibilities Matrix	RB global level coordination based on steering regulations

		Procedures have to take into account the concept of staged handover of project management to IB (see above).		. Identify specific individuals accountable and responsible for performance of tasks for effective management of the contract . Periodic updates Contract Requirements Action List . List share of responsibilities between IB/RB Rail and contractor under the contract T&Cs . Individual to be identified for each item Contract Notices Requirements Action List . Identifies every contract requirement where a notice is to be given either by IB/RB Rail or Contractor Contract Management Schedule . List contractually significant dates, events and submittal requirements Change Management Procedure . Describes how all changes are managed	
11 .	Project controls	Acts as project manager/client towards core function supplier and uses the procedures and tools provided	-	RB Rail AS develops the procedures and implement tools to be applied across the RBGP: Planning & Scheduling: . Consolidated schedule for RBGP - Schedule hierarchy . Schedule interface management between IB schedules and RB Rail - AS consolidated schedule	RB global level coordination based on steering regulations

				. Activity Codification . WBS . Frequency of updates . Schedule Impact Report Cost Control .Consolidated Cost monitoring for RBGP Cost control process and reporting (Monthly Cost Report) Reporting procedure shall be in line and allow synergies with CEF Grant reporting procedure . WBS / CBS / Code of Accounts . Forecasting . Commitment . PISM / Resource planning . <i>Tool: Cost control software accessible by IB and RB Rail AS</i> Estimating (CAPEX) . Consolidated CAPEX for RBGP Contribution to CAPEX by IB . Classification of estimates . Breakdown of estimates . Frequency of updates . CBS . <i>Tool: Cost estimating software accessible with access rights to IB and RB Rail AS</i> Management Reporting System . RBGP reporting Progress Measurement methodology . Progress reports (content, format, frequency) on activities per phase of the Project	
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				. Critical Items Action Report (report on deviation of schedule versus baseline) . CEF activity report (monthly progress status of each CEF activity on time and cost) Risk Management <i>Please see function below</i> Change Management .Control change in scope, schedule and CAPEX at RBGP level Trend program Processes listed above shall be discussed with IB prior to finalization and implementation in order to incorporate IB comments and good practice.	
12 .	Program Management	The Delivery Manager should apply the key principles of the Program Management Guidelines especially with regard to: . support from Functional Department . Interface with Functional Department . Best practice to manage their project efficiently PMG will be discussed with IB before finalization.	-	RB Rail AS develops the Program Management Guidelines to be applied by the Delivery Manager while compiling documents such as: Project Execution Plan Contract Assignment Schedule (contracting/procurement strategy and plan) Schedule and Budget (Project Controls) Staffing Plan to the end date of the Section Delivery	RB global level coordination based on steering regulations

13 .	Communication	Provide input data to IB on RBGP implementation in the section for the communication purpose	Communication within country on project implementation	RB Rail is responsible for ensuring effective strategic communication (marketing and branding) coordination on the pan-Baltica level, with the EU and other stakeholders involved in the project with the main goal to ensure One Rail Baltica Voice and compliance with EU and CEF visibility Requirements. It includes: Coordination of One Rail Baltica Voice: Managing and coordinating communication strategies, guidelines (incl. crisis communication) and activities related to the Rail Baltica global project, ensuring clear and consistent messaging on a pan-Baltic / international levels Stakeholder Engagement and International Relations / Promotion Public Relations Information preparation and dissemination Crisis Communication coordination	RB global level coordination based on steering regulations
14 .	Stakeholder Management	Local (section) level stakeholders' management	National level stakeholders' management	Global level stakeholders' management	RB global level coordination based on steering regulations
15 .	HR management	Manager aligns with IB necessary HR resources	Accountability to ensure necessary resources/competencies for the delivery of section	Accountability to ensure necessary resources/competencies for its core functions	RB global level coordination based on steering regulations

	Note: universal approach for remuneration should be applied in order not to create differences between companies		Accountability to ensure necessary resources/competencies for its core functions		
16 .	IT systems management	User level application	Administration and support of corporate IT systems & national level documents management	Administration and support in the application of Baltic level RBGP implementation systems (P6, ProjectWise, EDMS etc)	RBGP level IT system must be aligned and supported by all parties prior to commencing implementation
17 .	Health & Safety	Application of requirements	Controls implementation of H&S requirements at national level	Development of H&S requirements & compiles information on the implementation on Baltic level in order to facilitate sharing of knowledge. Coordinates H&S statistics reporting at RBGP level	Reviews H&S Performance Reports, approves RBGP H&S requirements drafted by H&S Working Group.
18 .	Quality Management System (ISO compliant)	Application of the RBGP QMS to the DS Collecting of evidences of compliance with the QMS Supervision of application of QMS in the DS by contractors and suppliers Quality team and QM in place Preparation of QMR for demonstration of QMS compliance Contributing to the RAMS and AsBo compliance demonstration in the scope of the DS	Inclusion of compliance with QMS as a requirement in all technical specifications for contractors and suppliers of the DS Direct supervision of the application of the QMS requirements in the DS Approval of QMR produced by the Delivery team Performs audits as defined in the Quality Audit Plan	Develops global level RBGP Project Implementation Quality Process and related assets (e.g. templates, etc.) Defines the RBGP Quality Audit Plan High-level supervision of the consistent application of the QMS requirements in all DSs Performs audits as defined in the Quality Audit Plan Preparation of the RBGP QMR considering the inputs from each DS	Alignment in case of approving entities misalignment, as per SC functions description

		Contributing to the application of the system engineering methodology in the scope of the DS			
19 .	Risk Management	Application of the RBGP Risk Management Plan to the DS. Planning of risk management for DS (including suppliers, contractors, risk management set-up etc). Identifying, assessing, and reporting DS related risks to IB. Continuous monitoring and update of risk information towards DS	Application of the RBGP RMP on the national level (DSs) Planning of risk management on the national level (DSs). Continuous monitoring and update of risk information Consolidates risk information at national level risk register as received from Delivery Teams and reports to RB Rail and RBGP Steering Committee.	Develops common RBGP risk management process as per RBGP RMP including assets (e.g tools and templates such as risk register, risk matrix, evaluation criteria etc) Supervise and control of the consistent application of RBGP RMP and use of assets. Consolidates risk information received from IBs and presents consolidated RBGP risk info to Steering Committee.	Aligns approach for RBGP risks (Accept, transfer, monitor, mitigate). Monitor implementation of mitigation measures/control performance for RBGP risks. Monitors RBGP risks based on steering regulations
20 .	Security with following processes:				
	<i>Information security; IT security mgmt; prevention of conflicts of interests; construction site security</i>	Complies with the established security standards	Implements security standards in internal company policies and procedures	Issues a voluntary standard for global project	RB global level coordination based on steering regulations
	<i>Security clearance</i>	Complies with the established security standards	Implements security standards in internal company policies and procedures	Issues a voluntary standard for global project	RB global level coordination based on steering regulations
	<i>Whistleblowing (WB)</i>	Apply the procedure	Implements WB procedures in accordance with law in internal company policies and procedures	Issues a voluntary standard for global project	RB global level coordination based on steering regulations

	<i>Development and implementation of the Security Design Guidelines (SDG) and Railway Security Strategies (RWSS) including IT and OT</i>	Implementation of the SDG and RWSS	Provides experts for work in the Technical Working Group	Develops and provides expertise on the SDG and RWSS implementation. Supervise compliance to SGD and RWSS.	RB global level approval based on steering regulations
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Annex 3. RACI Matrix

		RBR			IB's		Beneficiary	IM 1435	External Steering	TSO	Comments
Activity		RB Rail AS	Engineer	D&B Contractor	Delivery Manager	IB's					
Procurement	Prepare Works procurement functional and technical specification	A	R			A (as part of PC)	A (as part of PC)				
	Agreement preparation	R				A (as part of PC)	A (as part of PC)				
	Execute Works procurement	R	C			C (as part of PC)	C (as part of PC)				Verification by the Government Commission for adherence to national security interests it is already included in procurement regulations as mandatory step before signature to receive such approval
Project management	General Project management	R (Employer scope)	R (managing Contractor)	R (Contract delivery)	R (for overall construction & installation of section)				A		
	Programme management	R global	A	R	R (for section programm)						
	Work order (NTC) management	C+A	R	C	C + A	C+A			A		
	Payment management	A	R			R (issue payment LT)	R (issue payment)				
	Works Acceptance	I	A	R	I	I					
	Contract management - Contractor	A	R		I				I		
	Variation / Claim management	A + R (internal processes)	R	C	C	A			A		Any changes which impacts Agreement scope, timeline, costs shall be endorsed by IB's
	Variation against Contractor	A	R						A		
	CEF Application management	R	C	C	C	C	A		A		
	ENE/CCS Engineers Contract Management	R			I	I			A		
	Contract management - Contractor Clients representative	R	C		I	I			A		
System Engineering	System Engineering management	R (global processes)	A (project level)	R (project level)	C (construction evidences) + I	C					
TSO connection	TSO Connection Agreement management	R (LV, LT)				R EE				R	
	Design & Construction	(LT Design)	C								
Design	Generic Design	A to Engineer (review)	A	R	I	I		A to Engineer (review)	I		
	ENE/CCS DTD	I	A	R	I	I					
	As Built	I	A	R	C (construction)						
	Design supervision	A	R						I		
Construction Installation	Construction Works	I	A	R	C for overall section						
	Construction Works supervision	A	R		A						
	Static tests (pre commissioning)	I	A	R	C	I					
Testing & commissioning	Dynamic tests (commissioning)	R (providing rolling stock)	A	R (project)	C	C					
	Trial Running	R (providing rolling stock)	A		C+I	C+I					
	Trial operation	I	A	R	I			R (global)			
System acceptance and Handover	Authorization placement in service	R (as par of SEA)	A	R (ENE/CCS)	C+ R (for all subsystems)	I					
	Training		A	R				A+C			
	Taking over Certificate	A	A	R					A		
DNP	Handover to IM		C	C	R	I			A		
	DNP After Taking over	I	A	R	A+I			A			
Maintenance	Preventive Maintenance							R			
	Corrective maintenance							R			
	Maintenance for Upgrade & modification			R							