



Agreement for cross acceptance of supplier audits

between

Deutsche Bahn AG
Beschaffung Schienenfahrzeuge, Qualitätssicherung GS.EF4
Europaplatz 1
10557 Berlin
Germany
(hereinafter “**DB**”)

and

Swiss Federal Railways SBB
Passenger Division – Operating
Quality, Safety and Environment
Wylersstrasse 123/125
3000 Bern 65
Switzerland
(hereinafter “**SBB**”)

and

Société Nationale des Chemins de fer Belges
S.A. de droit public
B-FI Procurement
Avenue de la Porte de Hal, 40
1060 Brussels
Belgium
(hereinafter “**SNCF**”)

The partners each designate a responsible contact person for the duration of the cooperation (hereinafter “delegate”):

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1. Introduction

The aim of this agreement is to describe the modalities for cross acceptance of supplier audits between DB, SBB and SNCB.

The purpose of the cooperation is to carry out audits of shared suppliers, at the same production sites and for the same product group, and to take additional quality assurance measures for these suppliers, such as monitoring corrective measures.

This cooperation strives to a standardization of supplier auditing and a common view on auditing criteria. Exchanging best practices and well-founded, up-to-date decision criteria enables better risk management for purchasing.

Cross acceptance of supplier audits is a win-win situation for DB, SBB and SNCB as well as for the suppliers: costs and expenses are reduced and time is saved. Other benefits of this cooperation are an increased acceptance of customer audits and improved cooperation with suppliers. It also empowers the operators' position in the market and enables the exploration of new markets and potential suppliers.

2. Definitions

Cross acceptance: acceptance by DB, SBB and SNCB of the methodology, report and scoring of a supplier audit carried out by one of the three partners.

For the purposes of this document, it is assumed that acceptance is mutually expressed. This is confirmed once the three parties have signed the agreement. This fulfils the prerequisite for cooperation between the three parties on equal terms.

Audit: means an audit at the location of supplier

3. Scope

In scope are supplier & commodity group qualification including system and process audits and also the prolongation of this qualification.

Out of scope are problem solving audits, product audits and certification audits.

The implementation of a "Manufacturer-related Product Qualification" (HPQ) is also not part of this agreement.

4. Cooperation between the contractual partners

The basis of this cooperation is a voluntary sharing of the workload: a consensus on which partner will execute which audit is mandatory.

The partners are entitled to refuse an audit in the event of capacity bottlenecks or conflicts of interest.

A yearly meeting is foreseen in October. At least the following topics are discussed:

- Lessons learned and experiences from the audits of the previous period
- Evaluation of the cooperation
- Updates in the audit tool, report, methodology, ...
- Review of the long and midterm planning (see also 6.1.)

Place and exact dates of the meeting are determined in consensus by the delegates.

5. Documentation

DB has created a DB data room Datenaustausch EF 4 on Sharepoint, with access for the delegates and auditors of DB, SBB and SNCB.

All relevant documents, templates, DB audit tool, audit reports,... are provided in this data room. The relevant documents are stored safely by each partner in his own system.

Any abuse of the DB data room including any data is forbidden. Failure to observe this requirement will lead to immediate termination of the agreement. The right is reserved to seek compensation for damages incurred.

6. Organisation

6.1. Planning

The planning is based on a list with supplier, product, product group, production site and next audit period. If necessary the product groups of DB, SBB and SNCB are aligned in a matrix.

A long term (5 years) and midterm (1 year) planning of audits is made up and yearly reviewed in October.

In case of delay the auditing partner alerts the other partners in good time. The delegates search together for a solution.

6.2. Qualification of the auditors

DB, SBB and SNCB shall provide qualified audit managers and auditors. A list of qualified audit managers and auditors will be made up and saved in the DB data room.

The auditors appointed are qualified and trained in accordance with EN 19011 and participate in regular training sessions. Competence is documented by means of certificates. The records are archived in the DB data room.

The auditors / expert staff have professional experience in the field of quality assurance and technical expertise in the relevant scope amounting to at least two years.

The auditors / expert staff are qualified for the relevant technical area of responsibility (scope) and preferably have suitable technical training. This is presented in a matrix. The required additional training in the areas of welding technology, adhesion technology, non-destructive materials testing, measurement technology, etc. is ensured.

At SBB, the scopes are covered by an expert member of staff from the Technology department; these experts always have technical training.

At SNCB, the scopes are covered by a technical expert: a Technical Specialist from the Procurement Department or an Expert Rolling Stock from the Technical department; these experts always have technical training.

6.3. Composition of the audit team

DB: auditor

SBB: quality manager + technical expert + strategic purchaser

SNCB: quality coordinator (lead auditor) + 1 or more technical expert(s)

6.4. Audit tool

The DB audit tool is available in the DB data room and will be used by DB, SBB and SNCB for cross accepted audits.

For other than cross accepted audits SBB and SNCB will continue to use their own audit tool.

6.5. Audit report

A standard audit report, based on the DB report, is available in the DB data room and will be used by DB, SBB and SNCB for cross accepted audits.

For other than cross accepted audits SBB and SNCB will continue to use their own audit report.

6.6. Scoring

Each partner has its own suppliers classification system (for example: Q1, Q2, Q3,...) and maintains this independently from the other partners.

6.7. Communication between partners

Exchanging findings and reports with anyone other than the specified partners, as well as publishing or communicating audit results of suppliers, always requires the approval of the other partners. Failure to observe this requirement will lead to immediate termination of the agreement. The right is reserved to seek compensation for damages incurred.

6.8. Communication with the supplier

For the announcement of the cross acceptance audit a standard letter will be sent by the auditing partner to the supplier, with copy to the other 2 partners.

The supplier has to reject the cross acceptance audit within five working days after announcement, if he does not agree with the communication of the audit results to the partners of this agreement.

This agreement is published in the supplier portals of the partner companies.

7. Audit organisation

7.1. Goal of the audit

The intention of a supplier audit is to assure that the supplier is able to deliver to the demands of all partners.

7.2. Timeline

For each audit a timeline is to be respected.

Audit date – at least 90 calendar days	Announcement of the cross acceptance audit to the supplier by the auditing partner with copy to the other partners
Audit date – at least 60 calendar days	Feedback of the other partners to the auditing partner.
Audit date – at least 30 calendar days	Detailed audit plan
	Audit
Audit date + 15 calendar days	Preliminary report to partners for review (including the necessity for re-audit in case of major non-conformity)
Preliminary report sending date + 15 calendar days	Final report to the supplier For DB and SNCF: send the certificate to the supplier
Final report sending date + 30 calendar days	Action plan to be sent by the supplier to the auditing partner
	Follow up of the actions by the auditing partner
	Check of the taken actions at the next audit (in case of major non-conformity: re-audit)

7.3. Preparation of the audit

At least 90 days before the targeted audit date, the auditing partner announces the cross accepted audit to the supplier and agrees with him upon an audit date. A copy of the announcement is sent by the auditing partner to the other partners.

The other partners can upload, until 60 days before the audit, all existing relevant information (previous audit reports, data concerning the circumstances relating to quality, complaints, etc.) and the specific auditing criteria (e.g. Deutsche Bahn standards, rail standards, relevant rail-specific directives).

The auditing partner creates the detailed audit plan and communicates it to the supplier at least 30 days before the audit. The audit plan includes information on the objectives, subject, dates and auditors.

7.4. Audit

The audit is conducted in accordance with the DB document “Arbeitsanweisung für die Einstufung der Qualitätsfähigkeit von Lieferanten” - chapter 3.6.1 „Audit vorbereiten, durchführen und abschließen”. The latest version of this document is available in the DB data room.

7.5. Post audit activities

Within 15 days after the audit a preliminary report is sent by the auditing partner to the other partners for review (including the necessity for re-audit in case of major non-conformity). The auditing partner makes a proposal for the audit result. When

another partner does not agree with this proposal, he discusses this with the auditing partner.

Any remarks from the other partners should be sent as soon as possible to the auditing partner in order for him to send the final report to the supplier within 15 days after the sending date of the preliminary report. For DB and SNCB this is also the moment to send the certificate to the supplier.

The supplier has 30 days, counting from the final report sending date, to send the action plan to the auditing partner.

The follow up of the actions is done by the auditing partner.

Checking of the taken actions is performed at the next audit (in case of major non-conformity: re-audit).

8. Duration of the agreement

This agreement is effective for an undefined period of time and can be terminated by either partner at the end of a calendar year given a three month termination notice period. The agreement must be terminated in writing by registered letter.

This does not affect the right to terminate the agreement in exceptional circumstances, given a four week termination notice period, this also in writing by registered letter.

The contract is effective from 01/01/2018.

9. Remuneration

No remuneration is due between the partners.

10. Changes to the contract

Changes to this contract must be submitted in writing and signed by all partners. The same rule applies to this clause.

11. Confidentiality and data protection

The partners will treat as confidential all information concerning the other partner, products or customers which became known during the cooperation unless said information is generally accessible. Partners are forbidden from disclosing confidential information to external third parties. The confidentiality declaration and obligation include the methods and tools of the partners (even in part) with respect to third parties.

Audit results are also confidential and may be shared only between the partner organisations of this agreement. If the audited organisation resents this regulation it has to reject the cross acceptance audit within five working days after announcement.

The partners shall abide by all the relevant statutory provisions relating to data protection.

12. Place of jurisdiction and applicable law

Each partner agrees that if any dispute arises between them over the application or interpretation of this agreement and no amicable arrangement can be reached, the dispute shall be settled by applying the conciliation procedure of the UIC (cfr. the New Internal Regulation 4 of the UIC).

In case the dispute hasn't been settled by the conciliation procedure, Parties agree and accept to apply the arbitration procedure of the UIC (cfr. the New Internal Regulation 4 of the UIC).

13. Liability





The partners shall ensure faithful and diligent execution and guarantee that the services correspond to the subject of the contract and the current state of science and technology (analogous to the rules of EN ISO 19011).

The results of audits are based on a random sample; no liability claims can be asserted on the basis of this result. This disclaimer shall not apply in cases of deliberate intent or gross negligence, personal injuries, strict legal liability or third-party damages. The statutory provisions shall apply in these cases.

14. Miscellaneous

If individual provisions of this contract are ineffective or unfeasible, or become ineffective or unfeasible after conclusion of the contract, the effectiveness of the contract shall remain otherwise unaffected. The ineffective or unfeasible provision is to be replaced by an effective and feasible provision, the effects of which are as close as possible to the economic objectives that the contractual parties were pursuing with the ineffective or unfeasible provision. The above provisions shall also apply in the event that the contract is found to be incomplete.

Three copies of this contract have been produced. Each partner receives one copy.

<p>Signature SBB Bern, 12/2/18</p>  <p>Dietmar Gessner Head of Procurement SBB AG/Passenger Division</p>	<p>Signature SNCB Brussels,</p>  <p>Olivier Henin Director Finance</p>  <p>Koen Bergs General Manager Procurement</p>	<p>Signature DB AG Berlin,</p>  <p>Gorden Falk Head of Rolling Stock and Parts Procurement</p>
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