

**SERVICES AGREEMENT
FOR EXECUTIVE SEARCH SERVICES**

between

RB Rail AS

and

Linum Consult Ltd

Contract registration number:	No 1.19/LV-19
CEF ¹ Contract No INEA/CEF/TRAN/M2014/1045990 CEF Contract No INEA/CEF/TRAN/M2015/1129482 CEF Contract No INEA/CEF/TRAN/M2016/1360716	A23nC B18 C09
Further CEF Grant Agreements	
Procurement Identification No:	RBR 2020/2

Dated 24 April 2020

¹ Grant Agreement under the Connecting Europe Facility

SERVICES AGREEMENT

The place and date of preparation of the agreement Riga 24 April 2020.

This Services Agreement (**'Agreement'**), inclusive of all of its Annexes hereto, is entered into by and between:

RB Rail AS, a joint stock company registered in the Latvian Commercial Register with registration No 40103845025, legal address at Krišjāņa Valdemāra iela 8-7, Riga, LV-1010, Latvia (the "Principal"), represented by Chairperson of the Management Board Agnis Driksna and Management Board Member Ignas Degutis acting on the basis of the Regulations on Representation Rights dated 25 May 2018, on the one side,

and

Linum Consult Ltd, a limited liability company organised and existing under law of England, registration number 08033643, having its registered address at Manchester, Lever street 73-75-2nd Floor, M11FL, United Kingdom (hereinafter, the „Service Provider”), represented by Director & Co-Founder Francis Ryan acting on the basis of power of attorney dated 20 March 2020 on the other side.

each individually referred to as the **'Party'** and collectively referred to as the **'Parties'**.

WHEREAS:

(A) This Agreement is entered into within the framework of the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialize the Rail Baltic / Rail Baltica railway – a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;

(B) The Company has organised the procurement procedure “Executive Search Services” identification No RBR 2020/2, divided into two parts: Part No 1 “Executive Search of Chief Executive Officer and Chief Technical Officer within European Union” and Part No 2 “Executive Search of Chief Financial Officer within Baltic States – Latvia, Lithuania, Estonia” (the **'Procurement'**) whereby the Contractor’s tender proposal for Part No 1 of the Procurement (the **'Proposal'**) was selected as the winning bid in Part No 1 of the Procurement;

(C) This Agreement is co-financed from the Connecting Europe Facility (CEF), CEF Contract No INEA/CEF/TRAN/ M2014/1045990, Activity 23nC, Action No: A5.1.1: “Project implementation support measures (RBR)”, CEF Contract No INEA/CEF/TRAN/ M2015/1129482, Activity 18, Action: “Global project management”, CEF Contract No INEA/CEF/TRAN/ M2016/1360716, Activity 9, Action No: C5.1.2: “Global project and Action project implementation support measures (RB Rail, EE, LV, LT)” and further CEF Grant Agreements.

NOW, THEREFORE, the Parties hereby enter into this Agreement on the general contractual terms and conditions as follows:

1. SUBJECT MATTER OF AGREEMENT

1.1. The Company assigns, and the Contractor undertakes, in accordance with the terms and conditions of this Agreement, to provide the Executive Search Services (the **'Services'**) for the purposes of the Global Project with the objective of ensuring provision and proper performance of all Deliverables (**'Deliverable'**) more fully identified in Annex A (*Scope of Service*) attached to this Agreement subject to the terms of this Agreement and the Proposal, and the Contractor accepts such engagement.

1.2. The Contractor shall provide the Services with its own resources, materials and technical means in accordance with the *Scope of Service* (Annex A), *Fee and Payment Schedule* (Annex B) and the *Proposal* (Annex D). The Parties agree that the Job specifications of the CEO, CTO and CFO included in Annex A (*Scope of Service*) may be slightly amended by the Company to fit the evolving needs of the Global Project, the Contractor may also recommend such changes as it deems necessary.

1.3. The Company undertakes to pay for the Services provided by the Contractor in compliance with the terms and conditions of this Agreement.

2. FEES AND PAYMENT

2.1. In consideration of the Services performed pursuant to this Agreement, the Company shall pay the Contractor a remuneration in the total amount set forth in Annex B (*Fee and Payment Schedule*) ('**Service Fee**') which shall be split into separate instalments and be payable by the Principal to the Contractor according to the Schedule set forth in Annex B (*Fee and Payment Schedule*) and after Deliverable or Milestone is confirmed by the Company and the Contractor by signing the Acceptance Deed. The Service Fee specified in accordance with this Clause 2.1 excludes value added tax that will be charged at the rate applicable in accordance with applicable law at the time of invoicing.

2.2. The Service Fee shall include all and any costs of the Contractor (and its sub-contractors) related to the performance of the Services (including those that have not been expressly provided for in the Proposal), including, but not limited to work organization expenses, material expenses, transportation and purchase costs, operating expenses, personnel costs, taxes (including social security contributions), other out-of-pocket expenses, the expenses regarding the organisation of the press-conferences, etc.

2.3. The Company shall make the payment of the Fees within thirty (30) days upon signing of the respective Acceptance Deed (in accordance with Section 4 of this Agreement) and receipt of the invoice from the Contractor. The Acceptance Deed signed by the Company and the Contractor, confirming the compliance of the Services rendered with the terms and conditions of the Agreement and requirements of the Company, shall constitute a pre-condition for issuing a respective invoice of the Contractor. For the avoidance of any doubt, the Company shall not be required to pay any amount with respect to any invoice in the absence of an Acceptance Deed duly signed by both Parties.

2.4. The Contractor shall send the invoice to the Company electronically to the following e-mail address: invoices@railbaltica.org. The Company shall review the invoice to verify whether it contains all necessary requisites.

2.5. The Contractor's invoices shall contain the following Contractor's details and details about the Agreement:

Service Provider	Linum Consult Ltd
Registration No	08033643
VAT payer's No or (and) indication that The Service provider is not a VAT payer	GB 151689686
Legal address, city, Zip code, country	Linum Consult Ltd, Suite 2, 2 nd Floor, 73-75 Lever Street, Manchester, M1 1FL, United Kingdom
Legal name of Bank	[CONFIDENTIAL]
Bank SWIFT Code	[CONFIDENTIAL]
Bank IBAN Account No	[CONFIDENTIAL]
Subject:	For provided services according to the Agreement for Rail Baltica Railway (CEF Contract No INEA/CEF/TRAN/M2014/1045990 Activity No A23nC, CEF Contract No INEA/CEF/TRAN/M2015/1129482 Activity No B18, CEF Contract No INEA/CEF/TRAN/M2016/1360716 Activity No C09 and Further CEF Grant Agreements). Contract Manager Vija Vitola, Head of HRM, IT and Administration, e-mail address: vija.vitola@railbaltica.org .

2.6. The Company reserves the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement or other deduction of any kind if the nature of such set-off, retention, counterclaim, abatement or other deduction arises from this Agreement and the obligations of the Contractor provided herein (i.e. in cases of accrued contractual penalty amounts etc.). If the Company uses the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement or other deduction of any kind, then the Company so notifies to the Contractor no later than on the date of the respective payment stating the amount, the grounds and the basis on the Company uses its right to set-off, retention, counterclaim, abatement or other deduction.

2.7. The Company makes payments in by money transfer to the Contractor's account mentioned in Clause 2.5 of the Agreement. The moment of payment of the invoice corresponds to the date, when the Company gives instructions to the credit institution where it holds its account to transfer the payable amount to the account of the Contractor.

3. OBLIGATIONS OF PARTIES

3.1. The Contractor shall, at all times during the term of effectiveness of this Agreement, act in good faith towards the Company in respect of all matters under the Agreement.

3.2. The Contractor shall:

3.2.1. in performing its obligations under this Agreement, exercise reasonable professional skill, diligence and care as may be expected of a properly qualified and competent person carrying out services of a similar size, nature, type and complexity;

3.2.2. provide the Services in accordance with the *Scope of Service* (Annex A) and the Proposal, timely and autonomously, in good quality and with such accuracy that one can expect from a decent and proper contractor;

3.2.3. ensure that all personnel engaged toward the provision of Services are competent in accordance with relevant industry standards and are qualified to perform their duties efficiently;

3.2.4. immediately inform the Company in writing on any circumstances that may delay or interfere with due and timely provision of the Services;

3.2.5. provide answers, within the term specified by the Company, to the Company's questions posed in respect of performance of the Services under this Agreement;

3.2.6. at all times during the term of this Agreement and in performing the Services, ascertain and comply with all applicable laws;

3.2.7. comply, where applicable, with all reasonable requirements and requests of the Company in respect of the Services, not otherwise expressly provided for in this Agreement;

3.2.8. remove and rectify, free of charge and within the term specified by the Company, any defects and incompliances that have been discovered and notified to the Contractor by the Company;

3.2.9. to cooperate with the Company, its shareholders and third parties;

3.2.10. to comply with EU Visibility Requirements (Section 5 of this Agreement).

3.3. The Contractor shall be fully responsible for the proper performance of all its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of its sub-contractors or staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor.

3.4. In carrying out the Services, the Contractor may rely on the services of those approved sub-contractors and staff listed in Annex E (*List of Approved Persons and Staff*). This list may, from time to time, be modified or supplemented in agreement with the Company and in accordance with the terms and subject to the criteria contained Article 62 of the Public Procurement Law of the Republic of Latvia.

3.5. The Contractor agrees that any other activities and obligations undertaken by the Contractor will be managed so as not to materially interfere with the Contractor's obligations to the Company under this Agreement.

3.6. The Company shall pay the Service Fee for the Services that have been provided duly in accordance with the terms of this Agreement.

3.7. Upon respective request by the Contractor, the Company shall duly provide answers to the Contractor's questions posed in respect of performance of the Services under this Agreement, as well as render the Contractor information required by the Contractor for the provision of the Services under this Agreement, provided that such information is at the disposal of the Company.

3.8. The Company shall be entitled at any time to control, at its own expense, the performance of the Agreement by the Contractor.

3.9. As specified in *Scope of Service* (Annex A) and the Proposal the Contractor shall perform a repetitive recruitment procedure free of charge in case during the period of twelve (12) months since the appointment of the selected candidate:

- 3.9.1. the selected candidate fails to sign the service agreement - the recruited candidate refuses to conclude the authorisation agreement or is not signing the authorisation agreement for a longer period than one (1) month after the Company has offered, him/her to sign the authorisation agreement;
- 3.9.2. the selected candidate terminates the authorisation agreement;
- 3.9.3. the Supervisory Board of the Company decides to terminate the authorisation agreement with the selected candidate due to under-performance or breach of the authorisation agreement.
- 3.10. The Company has the rights to participate in the provision of the Services, make recommendations and proposals, give instructions to the Contractor regarding the provision of the Services.

4. DELIVERY AND ACCEPTANCE OF SERVICES

- 4.1. Within five (5) business days following the completion of the Services or the respective Milestone/Deliverable, the Contractor shall deliver to the Company the Acceptance Deed signed by the Contractor.
- 4.2. The Company shall review the Acceptance Deed not later than within ten (10) business days as of the receipt thereof but no earlier as received acceptance from the Supervisory Board of the Company and sign the Acceptance Deed thereby confirming the compliance of the Services rendered with the Agreement and requirements of the Company or raise objections in respect to the Services rendered. The objections must be expressed in writing and communicated to the Contractor by electronic mail or other means of communication.
- 4.3. The Parties acknowledge that in order the Company could sign the Acceptance Deed with respect to any Deliverable, the Deliverable must prior be approved by the Supervisory Board of the Company.
- 4.4. The Company shall be entitled to refuse to accept the Services or its part if the Company discovers that the Services or its part has not been rendered, has been rendered incompletely or in poor quality or is incompliant with the terms of the Agreement ('Defects').
- 4.5. Upon discovery of any Defects, or upon receipt by the Contractor of a notification of Defects from the Company, the Contractor shall have three (3) calendar days to remedy free of charge the Defects, irrespective of the nature of such Defects.

5. VISIBILITY REQUIREMENTS

- 5.1. The Contractor is obliged to comply with the following visibility requirements:
- 5.1.1. Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Company, any other third person or makes publicly available must include the following:
- 5.1.1.1. a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
- 5.1.1.2. (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;
- 5.1.1.3. the European Union flag;
- 5.1.2. Requirements set in Sections 5.1.1.1 and 5.1.1.3 can be fulfilled by using the following logo:



**Co-financed by the Connecting Europe
Facility of the European Union**

- 5.1.3. If the Contractor shall use this logo, the Contractor shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

5.1.4. The Contractor is obliged to comply with the latest visibility requirements set by the European Union. For that purpose, the Firm shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Agreement the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

6. ON-THE-SPOT VISITS

6.1. By giving a written notice five (5) business days in advance, but in case of an unannounced check without an advance notice, the Company may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.

6.2. On-the-spot visits may be carried out either directly by the authorised staff of the Company or by any other outside body authorised to do so on behalf of the Company. Information provided in the framework of on-the-spot visits shall be treated on confidential basis. The Company shall ensure that any outside body authorised shall be bound by the confidentiality obligation.

6.3. Contractor shall provide to the performer of the on-the-spot visit or any other outside body authorised access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other outside body authorised for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other outside body authorised copying of the information and documents, with due respect to the confidentiality obligation.

6.4. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

7. TECHNICAL, LEGAL AND FINANCIAL CHECKS AND AUDITS

7.1. By giving a written notice five (5) business days in advance, but in case of an unannounced check or audit without an advance notice, the Company may carry out technical, legal and financial checks and audits in relation to the implementation of the Agreement.

7.2. Checks and audits may be carried out either directly by the authorized staff of the Company or by any other outside body authorised to do so on Company's behalf.

7.3. Information and documents obtained in the framework of checks or audits shall be treated on a confidential basis. Company shall ensure that its staff and any outside body authorised by the Company be bound by the confidentiality obligation.

7.4. Contractor shall provide to the performer of the check or audit or any other outside body authorised access to all the information and documents, including information in electronic format, which is requested by the performer of the check or audit or any other outside body authorised for the performance of the check or audit and which relates to the implementation of the Agreement, as well as shall allow the performer of the check or audit or any other outside body authorised by it copying of the information and documents with due respect to the confidentiality obligation

8. MAINTENANCE OF RECORDS

8.1. During the term of the Services and during ten (10) years from expiration or termination of this Agreement for any reason whatsoever, the Contractor shall keep and maintain clear, adequate and accurate records and documentation evidencing, to the reasonable satisfaction of the Company, each of the following:

8.1.1. the fact that the Services have been and are being carried out in accordance with applicable laws and good industry practices and, to the extent applicable; and

8.1.2. title or license of the Contractor with respect to any object code forming part of or embedded in Contractor's software used in the performance of the Services.

8.2. The period set out in the Section 8.1 shall be longer if there are -going audits, appeals, litigation or pursuit of claims concerning the financing issues. In such cases the records shall be kept until such audits, appeals, litigation or pursuit of claims are closed.

9. VALIDITY, TERM AND TERMINATION OF AGREEMENT

9.1. The Agreement shall enter into force upon signing by both Parties and shall remain in force until due performance of obligations by the Parties.

9.2. The Agreement period is thirty-six (36) months starting from the Effective Date. The Agreement terminates after Agreement period expires or until the maximum Agreement amount is reached.

9.3. The Parties may terminate the Agreement at any time upon signing of the respective mutual written agreement.

9.4. Notwithstanding anything to the contrary contained in this Agreement, a Party may terminate this Agreement immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the following:

9.4.1. an event of Force Majeure has been continuing during more than 60 (sixty) days;

9.4.2. the other Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);

9.4.3. breach by the Contractor any of the confidentiality undertakings contained in Section 13;

9.4.4. the other Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;

9.4.5. the other Party had a bankruptcy order issued against it;

9.4.6. the other Party has a provisional receiver or administrative receiver appointed over the whole or a substantial part of its undertaking or assets;

9.4.7. liquidation, insolvency or legal protection proceedings have been initiated with respect to the other Party or the other Party is declared insolvent;

9.4.8. the making by the other Party of a proposal for a voluntary arrangement with creditors; or

9.4.9. the occurrence of any event analogous to the events enumerated under Clauses 9.3.6 – 9.3.8 under the law of any jurisdiction to which the other Party's assets and undertaking are subject.

9.5. The Company is entitled to terminate this Agreement unilaterally with immediate effect upon giving a written notice of termination to the Contractor:

9.5.1. if CEF Co-financing for further financing of the Services are not available to the Company. In such case the Company shall provide explaining, in reasonable detail, the reason for termination and the Company shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Company is not obliged to pay contractual or any other penalty or damages to the Contractor;

9.5.2. upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law. In such case the Company shall provide explaining, in reasonable detail, the reason for termination and the Company shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Company is not obliged to pay contractual or any other penalty or damages to the Contractor;

9.5.3. if it is not possible to execute the Agreement due to the application of international or national sanctions, or European Union or North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market.

9.6. The right to terminate this Agreement shall be without prejudice to any other right of the Company which has accrued prior to or as a result of such termination or to any remedy available to the Company under the terms of this Agreement or in accordance with the law.

9.7. The Company shall be entitled to terminate the Agreement unilaterally by having notified the Contractor in writing ten (10) calendar days in advance also if the Contractor is in breach of its contractual obligations or liabilities, and the Contractor has not eliminated the breach within five (5) days from receipt of respective written notice from the Company, or in other term set by the Company.

9.8. In case of early termination of the Agreement the Parties shall draft and mutually sign a special deed on actual volume and value of Services provided. The Company shall approve the Services to the extent completed and compliant with the Agreement. The Company shall pay to the Contractor for the Services provided on the basis of duly drafted and mutually signed deed. The Company is entitled to withhold from the payment the contractual penalties accrued.

10. FORCE MAJEURE

10.1. Each Party shall be relieved from liability for non-performance of its obligations under this Agreement to the extent that the Party is not able to perform such obligations due to a Force Majeure event.

10.2. A Force Majeure event shall include natural disasters, war, and any type of war operations, siege, epidemic, and other circumstances of extraordinary nature, which are beyond reasonable control of the Parties and which the Parties could not foresee during fulfilment of the Agreement.

10.3. Each Party shall at all times, following the occurrence of a Force Majeure event:

10.3.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;

10.3.2. resume performance of its obligations affected by the Force Majeure event as soon as practicable and use reasonable endeavours to remedy its failure to perform.

10.4. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within three (3) business days of it becoming aware of the relevant Force Majeure event.

10.5. The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure event).

11. NOTICES, COMMUNICATION AND REPRESENTATIVES

11.1. All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, or by courier service, or mailed by registered or certified mail (return receipt requested), postage prepaid, or by electronic mail to the addresses of the Parties indicated in this Agreement.

11.2. Either Party shall be entitled to change its address for purposes of this Section 11 by notice to the other Party. A notice of a change of address shall be effective only upon receipt thereof.

11.3. Each Party shall appoint an officer, employee or individual to serve as its representative towards supply or receipt of the Services with full authority to act on its behalf in connection with this Agreement (the "Representatives"):

11.3.1. The Company:

11.3.1.1. In administrative aspects of the Agreement: Vija Vitola, e-mail address: vija.vitola@railbaltica.org

11.3.1.2. In aspects concerning subject-matter: Head of Human Resources Committee of the Supervisory Board of the Company Romas Švedas, romas.svedas@gmail.com.

11.3.2. The Contractor: Francis Ryan, e-mail: francis.ryan@linumconsult.com.

Any restriction placed by either Party on its Representative's authority shall be notified to the other Party in writing in order to be effective. The Representatives may delegate their authority by notice in writing specifying the identity of the delegate and specifying the scope of authority so delegated.

12. LIABILITY

12.1. If the Contractor fails to perform or deliver any of the Services in accordance with this Agreement (including the terms and condition of Annex A), or the Proposal and such failure of the Contractor is not attributable to the Company and its acts or omissions, the Contractor shall pay the Company a contractual penalty in the amount of 1 % (one per cent) of the total Service Fee for the Services per every day of delay or breach of the Agreement. The total amount of the contractual penalty per each occurrence of delay or breach cannot exceed ten per cent (10%) of the total Service Fees for the Services.

12.2. If the Company fails to make payments that are due under this Agreement, the Company shall pay to the Contractor a contractual penalty in the amount of 1 % (one per cent) of the outstanding amount for each business day of delay, but not exceeding ten per cent (10%)(ten per cent) of the sum of the delayed payment.

12.3. Payment of the contractual penalty shall not release the Parties from due performance of their obligations under this Agreement and applicable statutory laws.

12.4. The Parties are reciprocally liable for breaches of obligations under this Agreement and the damages caused to the other Party.

12.5. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall the Contractor or Company be liable to one another for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements (with the exception of costs paid by the Company to contractors appointed by the Company in relation to the Services or the Global Project) or any indirect or consequential loss arising out of or in connection with this Agreement. The Contractor's total liability for the Services carried out under this Agreement shall in no circumstances exceed EUR 500 000,00 (five hundred thousand euros).

12.6. The Company requires joint and several liabilities for the execution of the Agreement between the Contractor and a person on whose capabilities the Contractor is relying (mentioned in the Annex E *List of Approved Persons and Staff*).

13. CONFIDENTIALITY

13.1. '**Confidential Information**' means in relation to the Company all information of a confidential nature relating to the Company which is supplied by the Company (whether before or after signing this Agreement) to the Contractor, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, computer files, memoranda and other documents which contain or otherwise reflect or are derived from such information, but excludes information which:

13.1.1 the Company confirms in writing is not required to be treated as confidential; or

13.1.2 the Contractor can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Company and was not previously acquired by the Contractor from the Company under an obligation of confidence; or

13.1.3 was developed by or for the Contractor at any time independently of this Agreement.

13.2. Subject to the provisions of Clauses 13.1 and 13.3, the Contractor shall:

13.2.1 at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and

13.2.2 procure that its affiliates and the respective officers of the Contractor and its affiliates as well as their employees and agents shall keep confidential and not disclose to any person any Confidential Information, except with the prior written consent of the Party to which such Confidential Information relates.

13.3. Notwithstanding anything to the contrary set forth in accordance with Clauses 13.1 and 13.2, the Contractor shall, without the prior written consent of the Company, be entitled to disclose Confidential Information:

13.3.1 that is reasonably required by the Contractor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, contractor, agent, officer, sub-contractor (of any tier) or adviser to the extent necessary to enable the Contractor to perform its obligations under this Agreement;

13.3.2 to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;

13.3.3 to the extent required by applicable law or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;

13.3.4 to register or record any necessary consents and to affect any property registration that may be required;

13.3.5 in order to fulfil its license obligations or assist in the planning or execution of other maintenance, renewal or enhancement projects; or

13.3.6 to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence; provided that any such disclosure is made in good faith.

13.4. Whenever disclosure is permitted to be made pursuant to Clause 13.3, the Contractor shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.

13.5. If this Agreement is terminated for whatsoever reason, the Contractor shall have an obligation to do all of the following:

13.5.1. return to the Company all of the Confidential Information then within the possession or control of the Contractor; or

13.5.2. destroy such Confidential Information using a secure and confidential method of destruction.

13.6. The Contractor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.

13.7. For the avoidance of doubt, the Company and any of the Beneficiaries and Implementing Bodies (Annex F) shall have the right to publish any of the documents, information or data provided by the Contractor to the Company during provision of the Service.

13.8. The Parties acknowledge and agree that a breach of the provisions of this Clause 13 may cause the owner of Confidential Information to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Contractor agrees that the owner of Confidential Information that is disclosed in breach of Clauses 13.1., 13.2, 13.4 or 13.6 may be entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

14. GOVERNING LAW AND RESOLUTION OF DISPUTES

14.1. Any disagreements or disputes arising between the Parties concerning performance of the liabilities as per the Agreement shall be resolved by way of mutual negotiations. The agreement between the Parties shall be documented in writing.

14.2. Should the Parties fail to reach an agreement, any disputes shall be settled in the courts of the Republic of Latvia according to the laws of the Republic of Latvia.

15. TAX LIABILITIES

15.1. The Contractor undertakes to the Company that:

15.1.1. the Contractor will duly pay all tax and social security insurance contributions in relation to payments made to the Contractor by the Company pursuant to this Agreement; and

15.1.2. the Contractor will indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of tax, social security insurance contributions or similar contributions relating to the Services.

15.1.3. the income mentioned in this Agreement will not derive through permanent establishment or fixed base maintained by the Service Provider in the Republic of Latvia. The Service Provider agrees to submit to the Principal four (4) copies of *"Residence Certificate–Application for Reduction of or Exemption from Latvian anticipatory taxes withheld at source from payments (management and consultancy fees, leasing fees and certain other types of income), paid to residents of the Latvia"*(the *"Residence Certificate"*) confirmed by Competent Authority of the Latvia and the Latvian State Revenue Service. The Residence Certificate shall be submitted to the Principal prior the Principal will due to make a payment of the fee or other payments to the Service Provider. Otherwise the Principal will withhold withholding tax at the rate of 20% from the fee and payments made to the Service Provider.

16. MISCELLANEOUS PROVISIONS

16.1. All documentation forming part of the Deliverables developed under this Agreement is and shall become the property of the Company regardless of whether the Service or Deliverable is produced or finally accepted. It is acknowledged and agreed by the Parties that the Company is permitted to reproduce the drawings and distribute the prints and other data in any forms in connection with the use or disposition of the documentation without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor.

16.2. The Company shall acquire legal title to and ownership in the intellectual property in all documentation Deliverable to the Company under this Agreement as of the moment of delivery by the Contractor to the Company of the Acceptance Deed, together with the Deliverable and documentation forming part of the Deliverable of this Agreement; provided, however, that the Company has paid the Service Fee or other consideration payable under the terms of this Agreement with respect to the relevant part of the Service or Deliverable. For the avoidance of any doubt, such title and ownership shall confer upon the Company, without limitation, each of the following:

16.2.1. the right to reproduce the documentation, or any part thereof, and distribute copies of the documentation or any part thereof;

16.2.2. the right to modify, amend and supplement the documentation, or any part thereof;

16.2.3. the right to licence the documentation, or any part thereof, for use by others; and

16.2.4. the right to transfer ownership in the documentation, or any part thereof, to others.

16.3. It is acknowledged and agreed by the Parties that consideration for the transfer of ownership in the intellectual property shall be forming part of Service Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Company to the Contractor or any third party in consideration of the transfer of ownership in the intellectual property in any documentation.

16.4. For the purpose of execution of this Agreement, the Parties might transfer to each other certain personal data, such as data on employees of the Parties, data on suppliers, data on potential candidates, Project stakeholders and their employees etc. The Parties acknowledge that for the purpose of the Agreement each of the Parties shall act as a controller.

16.5. The Party shall transfer the personal data to the other Party and such other Party shall process the personal data only for the purposes of execution of the Agreement and other such purposes as required by Applicable laws.

16.6. The Parties agree that except where the Party has a separate legal basis for processing the personal data referred to in the Applicable laws governing the protection of personal data, the Party shall not process the personal data for any other purpose.

16.7. Besides other obligations provided for in the Agreement, each of the Parties undertakes:

16.7.1. to process the personal data to the minimum extent necessary;

16.7.2. not to infringe any rights of the data subjects;

16.7.3. to implement and apply proper organizational and technical measures ensuring the compliance with the requirements of the law;

16.7.4. to ensure the compliance with other requirements of the statutory law governing the protection of personal data.

16.8. Each Party warrants to the other Party that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter into such agreement. Each Party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

16.9. The Contractor shall not without the prior written consent of the Company assign any of the rights or benefits from the Agreement, provided that the consent by the Company shall not be unreasonably withheld or delayed. Neither Party shall assign any of the obligations under the Agreement without the prior written consent of the other Party.

16.10. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under applicable laws, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

16.11. No waiver by either Party of any default by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default, irrespective of the character of such default. No failure or delay by either Party in exercising any of its rights, power or privileges under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by that Party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

16.12. The Annexes to this Agreement shall constitute an integral part of this Agreement. In the event of any discrepancies between this Agreement and any of the Annexes, the terms of this Agreement shall prevail. In the event of any discrepancies between this Agreement or its Annexes and the Proposal, the terms of this Agreement (or its Annexes) shall prevail. In the event of any discrepancies between the Annexes, the terms of the Proposal shall prevail.

16.13. If the final day of a time period referred to in this Agreement is Saturday, Sunday or a holiday prescribed by law of Republic of Latvia, the following working day shall be considered the final day of the time period.

16.14. The Agreement may be amended by written agreement between the Parties. Amendments and supplements to the Agreement shall be valid only when they have been prepared in writing and signed by the Parties; they shall be enclosed to this Agreement and become an integral part of it. If any of the provisions of the Agreement become void, it shall not affect other provisions of the Agreement.

16.15. The Parties shall timely notify the changes of billing details, legal addresses or representatives.

16.16. This Agreement, and all of the Annexes hereto, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior and contemporaneous drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

16.17. No amendment to or variation of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties.

16.18. This Agreement have been executed digitally and signed electronically with a safe electronic signature and contains a time stamp and transferred to the Parties digitally. The Agreement have been signed by the duly authorized representatives of the Parties.

Annex A – Scope of Service, twelve (12) pages;
Annex B – Fee and Service Schedules, on one (1) page;
Annex C – Time Schedule, on one (1) page
Annex D – Proposal of the Contractor, on ten (10) pages;
Annex E – List of Approved Persons and Staff on one (1) page;
Annex F – Beneficiaries and Implementing Bodies, on one (1) page;
Annex G – Acceptance Deed, on one (1) pages;
Annex H – Declaration of the Contractor, on two (2) pages.

17. SIGNATURES

For and on behalf of the Company

RB RAIL AS
Registration No 40103845025
Legal address: Krišjāņa Valdemāra iela 8-7,
Rīga, LV-1010
Email: info@railbaltica.org

Agnis Driksna

Chairperson of the Management Board

Ignas Degutis

Management Board Member

For and on behalf of the Contractor

Linum Consult Ltd
Registration No 08033643
Legal address: Manchester, Lever street 73-75-2nd
Floor, M11 FL, United Kingdom
Email: francis.ryan@linumconsult.com

Francis Ryan

Co-Founder & Directors

ANNEX A: SCOPE OF SERVICE

**TECHNICAL SPECIFICATION FOR THE OPEN COMPETITION
"Executive Search Services"
(ID NO RBR 2020/2)**

PART NO 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”



**Co-financed by the Connecting Europe
Facility of the European Union**

Riga
2020

1. INTRODUCTION TO RAIL BALTICA

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the east-west railway transport axis using the 1520mm gauge railway system. Because of the existing historical and technical constraints, the existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

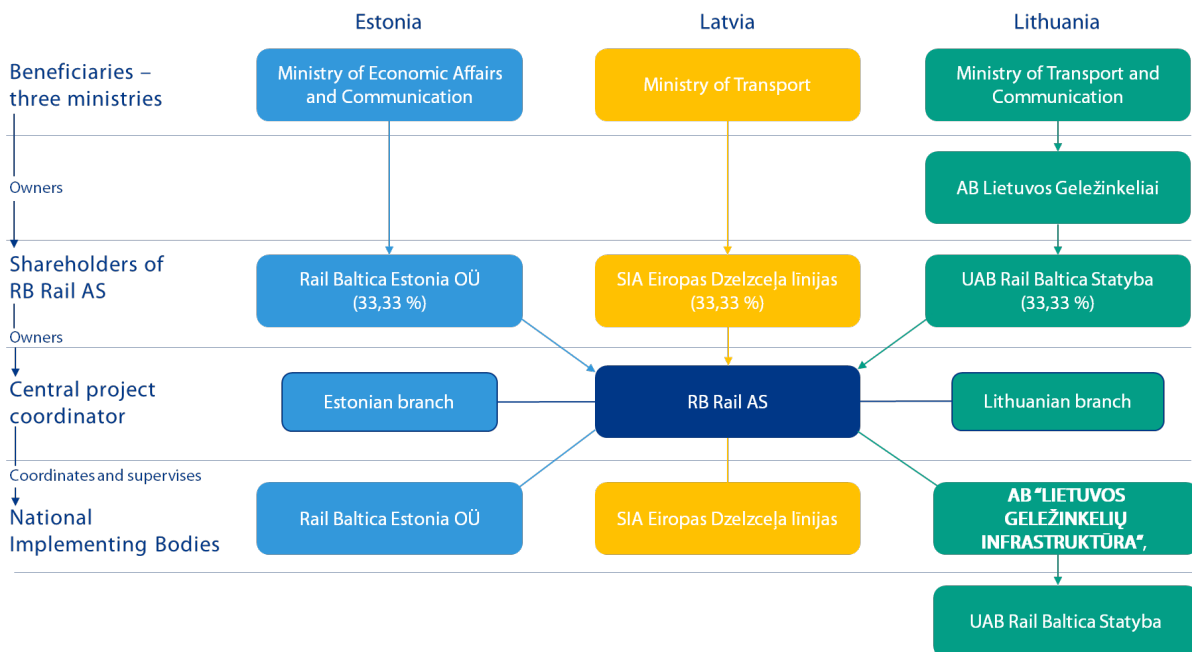
The ambitions of the Rail Baltica Global project (Global Project) are:

- to become a powerful catalyst for sustainable economic growth in the Baltic States;
- to set a new standard of passenger and freight mobility;
- to ensure a new economic corridor will emerge;
- sustainable employment and educational opportunities;
- an environmentally sustainable infrastructure;
- new opportunities for multimodal freight logistics development;
- new intermodal transport solutions for passengers;
- safety and performance improvements;
- a new value platform for digitalization and innovation;
- completion of Baltic integration in the European Union transport ecosystem.

Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki. Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new trans-shipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

The Contracting authority RB Rail AS (RBR) was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU.

The diagram below illustrates the shareholder and project governance structure of the Rail Baltica project.



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016 and 2017 (three applications in total). The applications were successful and INEA grants are available to support the Global Project expenses.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double-track 1435 mm gauge electrified and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>.

2. DELIVERY OF SERVICES

2.1. The Contractor shall carry out the executive search procedure within four (4) months from the receipt of the request of the Contracting Authority.

3. Tasks

The Contractor will be required to carry out the following tasks:

- source candidates in the respective search area for Part No 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”, to create a long list of 20 candidates per each position, send to the Supervisory Board’s Human Resource Committee (SB HRC) for selection of priority candidates for approaching and evaluating each candidate’s qualifications, interest and availability;
- Create a pre-shortlist of 9 candidates per position and perform matrix evaluation, report to RB Rail AS SB HRC the progress and findings;
- create shortlist with 4 candidates per each position, ensure that the candidates have the right to live and work in the EU;

- d) present shortlisted candidates to SB HRC with the following written documentation: résumé and appraisal of candidate according to the position's profile, reference check report;
- e) organise interviews with the shortlisted candidates with the Supervisory Boards Human Resource Committee and the final interviews with the Supervisory Board;
- f) gather at least two references for the selected candidate for each position;
- g) lead the process of employment contract negotiation;
- h) search process follow up – the contractor maintains regular contact with the candidates until the final selection and signing of the agreement.

4. Methodology

- 4.1. Direct search, networking, own proprietary base;
- 4.2. Centralized evaluation method – preferably matrix evaluation carried out by head office of the contractor;
- 4.3. Candidates have to conform to the requirements stipulated in the respective job profile for each position.

5. WARRANTY PERIOD

Contractor shall provide RB Rail AS with a service guarantee valid for a period of 12 months since appointment of the selected candidate to select another candidate without additional charge in case: (a) the selected candidate fails to sign the service agreement, (b) the selected candidate terminates the service contract, or (c) RB Rail AS Supervisory Board decides to terminate the service agreement with the selected candidate due to under-performance or breach of the service agreement.

1. POSITION

Title	Chairman of the Management Board / Chief Executive Officer (hereinafter – the CEO)
Company	RB Rail AS
Role description	<p>Jointly with other Management Board members the CEO will take full responsibility for RB Rail AS day-to-day management in line with the applicable legislative acts, Shareholders' Agreement, statutes, Management Board Regulations, strategy and corporate targets as approved by the Supervisory Board as well as binding agreements.</p> <p>The CEO will manage RB Rail AS activities within the Rail Baltica project by providing leadership to the Management Board and staff.</p> <p>The Chairman of the Management Board shall perform the function of the Chief Executive Officer as per the Organizational structure.</p>
Key Tasks and Responsibilities	<p>General management of RB Rail AS operations jointly with other Management Board members.</p> <p>Maintaining relations with the national governments and institutions, European Union agencies, the so-called project beneficiaries and implementing bodies as well as other stakeholders.</p> <p>Establishing and implementation of good corporate governance practices and procedures, promoting the highest standards of integrity and transparency throughout the company and project community.</p> <p>Performing strategic stakeholder consultations with a view of developing the strategy and long-term corporate goals in line with the Global Project's master plan, financing and other agreements.</p> <p>Promoting effective goal-oriented relationships and open communication and creating an environment that allows constructive</p>

	<p>debates and challenges, both inside and outside the Management Board meetings, allowing to align and effectively execute decisions.</p> <p>Planning, developing and ensuring effective implementation of activities entrusted to RB Rail AS by the project beneficiaries and implementing bodies in the project countries.</p> <p>Acting as the company's leading representative promoting the organization to local, regional, national, and international community with engaging communication, commitment and cogency.</p> <p>Coordinating cross-border matters and interests between member countries, consensus building and sustaining relationships, as well as coordinating constant communication with the public about the project's progress.</p> <p>Overseeing and controlling of project development processes including evaluation of execution and financial performance.</p> <p>Reporting to the Supervisory Board and shareholders, national governments, European Union agencies as well as state and EU audit institutions.</p> <p>Cooperating with public and non-governmental organizations and media.</p> <p>Supervising of transparent public procurement tenders.</p> <p>Ensuring that RB Rail's operations fully comply with the EU and Latvian laws and regulations in the respective field of business, incl. ensuring full compliance with all the Latvian tax laws and accounting standards.</p>
Challenges	<p>Managing a unique, pan-Baltic infrastructure megaproject with extensive European Union investment.</p> <p>Facilitating consensus between stakeholders regarding strategy on planning, designing and construction phases and processes.</p> <p>Organising RB Rail AS engagement with governments of the Baltic States and key external influencers.</p> <p>Assuring the full coordination, alignment and common understanding with the project beneficiaries, implementing bodies and RB Rail shareholders as well as maintaining a "one voice" approach towards European Union institutions, incl., European Commission, DG Move and INEA.</p> <p>Facing a complex and changing environment.</p>
Position in the organization	The CEO is elected by and reports to the Supervisory Board.
Dimension of the position	<p>The Rail Baltica is an infrastructure megaproject and therefore is extraordinary in scope and complexity, the expected investment is about 5.8 billion EUR. RB Rail AS is a special purpose joint venture indirectly owned by the three Baltic States. RB Rail As task is to manage a cross-border railway infrastructure designing and construction project to create a new economic corridor that ultimately will be judged by future generations.</p> <p>The CEO is responsible for the global Rail Baltica project coordination and project delivery.</p>
Location	RB Rail AS head office is located in Riga, Latvia with branches registered in Lithuania and Estonia.
Timing issues	Immediate

2. PERSON

Education	Master degree with specialization in Economics, Finance, Business Administration, Engineering or other relevant science. Project Management Professional education / certification would be considered an advantage.
Language skills	Candidate should be fluent in business English and knowledge of one of the Baltic languages would be considered an advantage.
Previous experience	<p>Internationally experienced senior executive level business manager and a team-leader able to cope with the multinational, multilingual and multicultural nature of the joint venture.</p> <p>The ideal candidate will have held a senior executive position in a company or organisation delivering a major high-speed rail construction project.</p> <p>Strong knowledge of Program/Project Management methodologies, tools and processes.</p> <p>Knowledgeable in large infrastructure object construction, financing and management matters.</p> <p>Previous experience in large company/strategic development project general management (including administration, regulatory and finance matters).</p> <p>Big scale cross-border development project management experience would be an advantage.</p> <p>Public Affairs and public relations experience.</p> <p>Public utilities, services or infrastructure industry experience would be an advantage.</p>
Competencies / skills required	<p>Ability to overcome various business, political and cultural challenges of the project and ability to deal with risk, uncertainty and complexity.</p> <p>Project management skills.</p> <p>Leadership skills.</p> <p>Analytical ability.</p> <p>Decision-making competence.</p> <p>Foresight and prudence.</p> <p>Structured and result oriented.</p> <p>Skilled in establishing good internal and external relationships.</p> <p>Ability to demonstrate commitment.</p> <p>Long-term strategic planning and envisioning.</p> <p>Competence and capability to implement strategy.</p> <p>Ability to cooperate with variety of stakeholders and political constraints.</p> <p>High ethical standards, honesty and impeccable personal and business reputation.</p> <p>Driven to manage and lead changes.</p>

	<p>An understanding of the underlying spirit of public service.</p> <p>An understanding of the significance of the Rail Baltica project.</p> <p>Ability to deal with bureaucracy and red-tapes.</p> <p>Strong team orientation.</p> <p>Trusted, credible partner.</p>
Exclusion grounds	<p>The following persons shall not be accepted:</p> <p>(i) persons whose acts or omissions have resulted in the bankruptcy or compulsory liquidation of a company; or the revocation of the activity license of a company; or</p> <p>(ii) persons who are or have been subject to personal bankruptcy proceedings within the last 7 years; or</p> <p>(iii) persons whose activities have shown that they are not capable of organizing the management of a company in such a manner that the interests of the shareholders, members, creditors and clients of the company are sufficiently protected; or</p> <p>(vi) persons who have or who represent economic interests which are in conflict or potentially might create a conflict of interest in accordance with applicable laws. For avoidance of doubt, the parties agree that being a member of the management board or a member of the supervisory board or employee of the national infrastructure managers, as well as holding any position in the national ministries shall not be deemed a conflict of interest; or</p> <p>(vii) persons who have been punished for a wilful criminal act, an economic offence, official misconduct or offence against property or offence against public trust.</p>

3. POSITION

Title	Member of the Management Board / Chief Technical Officer (hereinafter – the CTO)
Company	RB Rail AS
Role description	<p>Jointly with other Management Board members the CTO will take full responsibility for RB Rail AS day-to-day management in line with the applicable legislative acts, Shareholders' Agreement, statutes, Management Board Regulations, strategy and corporate targets as approved by the Supervisory Board as well as binding agreements.</p> <p>Management Board member shall perform the function of the CTO as per the Organizational structure.</p> <p>The CTO will manage all technical aspects of the global Rail Baltica project in cooperation with national beneficiaries, implementing bodies and key external stakeholders. Will be responsible for technical aspects of studies, design and construction of the high-speed railway line. Will manage the technical requirements for the Project and carry out reviews to ensure the construction adheres to the requirements.</p>
Key Tasks and Responsibilities	<p>The CTO shall have the following specific Tasks and Responsibilities:</p> <ul style="list-style-type: none"> • Plan, develop and manage all technical aspects of the global Rail Baltica project and advise on most desirable and cost-effective solution. • Organise and structure the Technical Department to cope with all aspects and challenges at all stages of the Project. Lead and manage the personnel of the Technical Department.

	<ul style="list-style-type: none"> • To set project design and construction standards and procedures, considering interoperability, engineering specifications, environmental issues, safety and security, future operability and asset management, to select and implement a unified software solution, modelling of railway operations, apply innovative solutions. • To perform checks and audits on the adherence to the standards set in the Design Guidelines (Program Management Division and national implementing bodies). • Research, establish and integrate new technologies to advance the success of the project development. • Ensure railway interoperability and long-term sustainability. • Evaluate and ensure technical part of project development in compliance with technical standards, requirements and policies. • Cooperate with national, and international stakeholders and communicate with internal and external project developers. • Coordinate technical aspects of the cross-border matters and interests, build consensus and sustainable relationships. <p>The CTO shall have the following Management Board member Tasks and Responsibilities:</p> <ul style="list-style-type: none"> • Act as part of the Management Board with its relevant competencies and joint responsibilities. • Support the CEO in the development of the company's strategy, incl., but not limited to technical matters, functions of business units reporting to the CTO. • Perform strategic stakeholder consultations with a view of developing the strategy and long-term corporate goals in line with the Global Project's master plan, financing and other agreements. • Promote effective goal-oriented relationships and open communication and creating an environment that allows constructive debates and challenges, both inside and outside the Management Board meetings, allowing to align and effectively execute decisions. • Plan, develop and ensure effective implementation of activities entrusted to RB Rail AS by the project beneficiaries and implementing bodies in the project countries. • Coordinate cross-border matters and interests between member countries, consensus building and sustaining relationships, as well as coordinating constant communication with the public about the project's progress. • Oversee and control project development processes including evaluation of execution and financial performance. • Report to the Supervisory Board and shareholders, national governments, European Union agencies as well as state and EU audit institutions. • Cooperate with public and non-governmental organizations and media. • Supervise transparent public procurement tenders. • Ensure that RB Rail's operations fully comply with the EU and Latvian laws and regulations in the respective field of business,
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	incl. ensuring full compliance with all the Latvian tax laws and accounting standards.
Challenges	<p>Managing a unique, pan-Baltic infrastructure megaproject with extensive European Union investment.</p> <p>Facilitating consensus between stakeholders regarding strategy on planning, designing and construction phases and processes.</p> <p>Organising RB Rail AS engagement with governments of the Baltic States and key external influencers.</p> <p>Assuring the full coordination, alignment and common understanding with the project beneficiaries, implementing bodies and RB Rail shareholders as well as maintaining a “one voice” approach towards European Union institutions, incl., European Commission, DG Move and INEA.</p> <p>Facing a complex and changing environment.</p>
Position in the organization	The CTO is elected by and reports to the Supervisory Board and the CEO.
Dimension of the position	<p>The Rail Baltica is an infrastructure megaproject and therefore is extraordinary in scope and complexity, the expected investment is about 5.8 billion EUR. RB Rail AS is a special purpose joint venture indirectly owned by the three Baltic States. RB Rail As task is to manage a cross-border railway infrastructure designing and construction project to create a new economic corridor that ultimately will be judged by future generations.</p> <p>The CTO is responsible for the global Rail Baltica project coordination and project delivery.</p>
Location	RB Rail AS head office is located in Riga, Latvia with branches registered in Lithuania and Estonia.
Timing issues	Immediate

4. PERSON

Education	Master degree with specialization in Civil Works, Railway Engineering or other relevant technical science. Project Management Professional education / certification would be considered an advantage.
Language skills	Candidate should be fluent in business English and knowledge of one of the Baltic languages would be considered an advantage.
Previous experience	<p>Internationally experienced senior executive level business manager and a team-leader able to cope with the multinational, multilingual and multicultural nature of the joint venture.</p> <p>The ideal candidate will have held a senior executive position in a company or organisation delivering a major high-speed rail construction or re-construction project.</p> <p>Effective practice of EU regulations in railway design and construction.</p> <p>Full understanding of railway complexity, interface and interworking of all components.</p> <p>Civil work engineer (preferably), with experience in alignment, geotechnics, construction of linear infrastructure.</p>

	<p>Knowledge of railway systems and interface management: track, electrification, signalling, telecoms.</p> <p>Experience in planning of significant railway infrastructure construction and /or reconstruction / modernization of existing railway in operation.</p> <p>Understanding of railway operation and maintenance requirements.</p> <p>Technical management experience in project-based organisation.</p> <p>Experience in management of complex internal and external stakeholder networks.</p>
Competencies / skills required	<ul style="list-style-type: none"> • Ability to overcome various business, political and cultural challenges of the project and ability to deal with risk, uncertainty and complexity. • Outstanding organizational abilities, ability to manage multicultural, multi-technical and decentralized team, to operate effectively in a diverse community. • Project management skills • Leadership skills • Capacity of reorganizing the technical team according Project progress. • Leadership skills. • Skilled in establishing good internal and external relationships; • Able to benchmark and apply best practices of large infrastructure projects and organizations. • Thinks creatively about problems and issues. Champions innovation to improve business performance. • Long-term strategic planning and envisioning. • Competence and capability to implement strategy. • Analytical and conceptual thinking ability. • Decision-making competence. • Foresight and prudence. • Structured and result oriented mindset. • Ability to demonstrate commitment. • Ability to cooperate with multiple stakeholders. • Ability to overcome various business, political and cultural challenges of the project and deal with risk, uncertainty and complexity. • High ethical standards, honesty and impeccable personal and business reputation. • Understanding of the significance of the Rail Baltica project; • Trusted, credible partner.
Exclusion grounds	<p>The following persons shall not be accepted:</p> <p>(i) persons whose acts or omissions have resulted in the bankruptcy or compulsory liquidation of a company; or the revocation of the activity license of a company; or</p> <p>(ii) persons who are or have been subject to personal bankruptcy proceedings within the last 7 years; or</p> <p>(iii) persons whose activities have shown that they are not capable of organizing the management of a company in such a manner that the interests of the shareholders, members, creditors and clients of the company are sufficiently protected; or</p>

	<p>(vi) persons who have or who represent economic interests which are in conflict or potentially might create a conflict of interest in accordance with applicable laws. For avoidance of doubt, the parties agree that being a member of the management board or a member of the supervisory board or employee of the national infrastructure managers, as well as holding any position in the national ministries shall not be deemed a conflict of interest; or</p> <p>(vii) persons who have been punished for a wilful criminal act, an economic offence, official misconduct or offence against property or offence against public trust.</p>
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Annex B: FEE AND SERVICE SCHEDULES

Fee: a total service fee for the Services is in the amount of 175 000,00 EUR (one thousand seventy-five euros, zero cents), excluding value added tax that will be charged at the rate applicable in accordance with Applicable Law at the time of invoicing.

Schedule of Payment for Chairman of the Management Board / Chief Executive Officer:

After delivery of the following Deliverables or reaching of the following Milestones and signing of the Acceptance Deed the Company shall pay following amount of the Fee:

<i>Deliverable/Milestone</i>	<i>Fee EUR without VAT</i>
Advance payment upon signing of the Agreement	9333,33
Candidates' shortlist and the presentation of the candidates' shortlist to the Company	9333,33
Authorisation agreement signed with the selected candidate	9333,34
Total Fee:	28 000,00

Schedule of Payment for Member of the Management Board / Chief Technical Officer:

After delivery of the following Deliverables or reaching of the following Milestones and signing of the Acceptance Deed the Company shall pay following amount of the Fee:

<i>Deliverable/Milestone</i>	<i>Fee EUR without VAT</i>
Advance payment upon signing of the Agreement	8500,00
Candidates' shortlist and the presentation of the candidates' shortlist to the Company	8500,00
Authorisation agreement signed with the selected candidate	8500,00
Total Fee:	25 500,00

Schedule: in accordance with the Proposal (Annex D).

Annex C: TIME SCHEDULE

<i>Activity</i>	<i>Time</i>
Strategy and planning	CD*+1 week
Research phase	CD+4 weeks
Interviewing and assessing	CD+8 weeks
Presentation of candidates	CD+11 weeks
Conclusion and Follow-up Phase	CD+14 weeks

(*) CD: commencement date of the agreement

ANNEX D: PROPOSAL

[CONFIDENTIAL]

ANNEX E: LIST OF APPROVED PERSONS AND STAFF

NONE

ANNEX F: BENEFICIARIES AND IMPLEMENTING BODIES

Beneficiaries:

- 1) Ministry of Economic Affairs and Communications of the Republic of Estonia, Reg. No 70003158,
- 2) Ministry of Transport of the Republic of Latvia, Reg. No LV90000088687
- 3) Ministry of Transport and Communications of the Republic of Lithuania, Reg. No 188620589

Implementing Bodies:

- 1) Eiropas dzelzceļa līnijas SIA, Reg. No 40103836785,
- 2) JSC Lietuvos geležinkeliai, Reg. No 110053842,
- 3) Rail Baltic Estonia OÜ, Reg. No 12734109,
- 4) UAB "Rail Baltica statyba", Reg. No 303227458,

ANNEX G: ACCEPTANCE DEED

No [INSERT NUMBER]

Date: [INSERT DATE IN THE FORM OF 1 January 2020]

Location: [INSERT LOCATION]

For: RB Rail AS, registration number 40103845025, legal address: Krišjāņa Valdemāra iela 8-7, Rīga, LV-1010, Latvia (the “**Company**”)

This Acceptance Deed is issued to the Company by [•] [INSERT NAME, REGISTRATION NUMBER INSERT REGISTRATION NUMBER, LEGAL ADDRESS] (the “**Contractor**”), represented by [INSERT NAME OF REPRESENTATIVE ON THE BASIS OF INSERT BASIS OF REPRESENTATION].

Whereas:

- (A) the Company and the Contractor have entered into the Agreement;
- (B) one or more Milestones have been met and/or Deliverables have been completed or the Services have been fully completed by the Contractor;
- (C) as stipulated by Clause 4.1 of the Agreement, completion of a Milestone/Deliverable or the Services shall be evidenced by means of the Contractor issuing a signed Acceptance Deed;
- (D) as per Clause 4.2 of the Agreement the Company following the reception of a signed Acceptance Deed shall review the submitted Acceptance Deed and either sign the Acceptance Deed conforming the compliance of the Services rendered or raise objections.

The Contractor hereby confirms that following Deliverable/Milestone has/have been supplied on [INSERT DATE IN THE FORM OF 1 January 2020], as specified in accordance with the Agreement, or the Services have been completed in full: [DESCRIBE IN REASONABLE DETAIL THE DELIVERABLE SUPPLIED. FILL OUT THE TABLE BELOW FOR THE RESPECTIVE DELIVERABLE, IF APPLICABLE].

Executive Search Process Protocol	
Position title	
Search period	
Search area	
Number of longlisted candidates	
Number of shortlisted candidates	
Number of interviewed candidates	
Name, Last Name of the Selected Candidate	
Start date	

By signing this Acceptance Deed the Company confirms in accordance with Clauses 4.2 and 4.3 of the Agreement its satisfaction with the result of the Service or the Deliverable/Milestone completed and submitted, and the Company accepts the respective Deliverable/Milestone or the Service in its entirety. Additionally, the Company certifies that all of the necessary authorisations for the acceptance of the Deliverable/Milestone or Services has been duly received.

Given the legal basis for the processing of personal data in the recruitment process (the data subject has given consent to the processing of their personal data for recruitment purposes), and in accordance with the principles laid down in the ‘General Data Protection Regulation’ (in particular the principles of ‘purpose limitation’ and ‘storage limitation’), the personal data of applicants (incl. CVs) with whom the authorisation agreement is not concluded shall be deleted by RB Rail (incl. the Executive Search Company, unless other agreement has been reached between the parties).

Signatures:

For and on behalf of the Company

For and on behalf of the Contractor

Agnis Driksna,
Chairperson of the Management Board

Francis Ryan,
Co-founder & Director

Ignas Degutis,
Management Board Member

Bank account details of the Principal:
[CONFIDENTIAL]

Bank account details of the Service Provider:
[CONFIDENTIAL]

ANNEX H: DECLARATION OF THE CONTRACTOR

I, the undersigned duly authorised representative, on behalf of Linum Consult Ltd undertake:

1. To respect the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;
2. Not to use forced or compulsory labour in all its forms, including but not limited to not employ people against their own free will, nor to require people to lodge 'deposits' or identity papers upon commencing employment;
3. Not to employ: (a) children below 15 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
4. To ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place;
5. To ensure the payment of wages in legal fashion, at regular intervals no longer than one month, in full and directly to the workers concerned; to keep an appropriate record of such payments. Deductions from wages will be conducted only under conditions and to the extent prescribed by the applicable law, regulations or collective Contract, and the workers concerned shall be informed of such deductions at the time of each payment. The wages, hours of work and other conditions of work shall be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective Contracts covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out;
6. To ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health;
7. To support and respect the protection of internationally proclaimed human rights and not to become complicit in human rights abuses;
8. To create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment;
9. To have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment; wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices;
10. To identify and manage chemical and other materials posing a hazard if released to the environment to ensure their safe handling, movement, storage, recycling or reuse and disposal;
11. To monitor, control and treat as required prior to discharge or disposal wastewater and solid waste generated from operations, industrial processes and sanitation facilities;
12. To characterize, monitor, control and treat as required prior to discharge or disposal air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations;
13. To reduce or eliminate at the source or by practices, such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials, waste of all types, including water and energy;
14. To adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery;
15. To disclose (a) any situation that may appear as a conflict of interest, such as but not limited to: where a Supplier or an undertaking related to the Supplier has advised a Beneficiary or Implementing Body or has otherwise been involved in the preparation of the procurement procedure; and (b) if any Beneficiaries' or Implementing Bodies' official, professional under contract with Beneficiary or Implementing Body or sub-contractor may have a direct or indirect interest of any kind in the Supplier's business or any kind of economic ties with the Supplier;
16. Not to offer any benefit such as free goods or services, employment or sales opportunity to a Beneficiary's and Implementing Body's staff member in order to facilitate the Suppliers' business with Beneficiaries or Implementing Bodies;
17. Within a period set in the applicable national legislation following separation from service or award of a contract, as the case may be, to refrain from offering employment to any Beneficiaries' and Implementing Bodies' staff in service and former Beneficiaries' and Implementing Bodies' staff members who participated in the procurement process and

to whom a legal restriction to receive material benefits from or be employed by a Supplier which participated in a procurement procedure or restrictions with similar effect applies;

18. To promote the adoption of the principles set forth in this Supplier's Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own Suppliers;
19. Not procure goods, works and services from other Suppliers:
 - a. Who, or its member of the Management Board or the Supervisory Board or procurator of such Supplier, or a person having the right to represent such Supplier in activities related to a subsidiary, has been found guilty in any of the following criminal offences by a such punishment prescription of prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:
 - i. bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;
 - ii. fraud, misappropriation or laundering;
 - iii. evading payment of taxes and payments equivalent thereto,
 - iv. terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
 - b. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:
 - i. employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally;
 - ii. employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;
 - c. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical Contract aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel Contract, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;
 - d. whose insolvency proceedings have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case I shall evaluate the possibility of such Supplier to participate in the tender), economic activity of such Supplier has been suspended or discontinued, proceedings regarding bankruptcy of such Supplier have been initiated or such Supplier will be liquidated;
 - e. who has tax debts in the country where the procurement is organised or a country where such Supplier is registered or permanently residing, including debts of State social insurance contributions, in total exceeding an amount which is common threshold in public procurements in the respective country.

Francis Ryan, Linum Consult Ltd Co-founder & Director

_____ [signature] [date]