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TERMS OF REFERENCE

European Railway ISAC

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1. Introduction

1.1. Background

European critical infrastructures are increasingly dependent on information, operational and communication technologies (hereafter ICTs), which makes them vulnerable to existing and as yet unknown threats. This implies new security risks associated with information technology (IT) and operational technology (OT) vulnerabilities. The protection of these ICT/OT's is of major economic, national and international concern.

At national level different countries have set up so-called Information Sharing and Analysis Centers (ISACs) to share information about vulnerabilities, threats and incidents. Nowadays, the impact of a major disturbance within the Railway could go beyond individual organizations, regions, or even countries. Effects could easily spread out within the European countries and possibly even further. It is therefore of vital importance to share information at a European level on vulnerabilities, threats and incidents within a trusted community.

Between Railway Undertaking (RU) and Infrastructure Manager (IM) there are a lot of common cybersecurity problems due the use of similar providers and technologies that are specific for the Railway industry. Often there is no competition between the different players either, especially in the case of IM's.

Because the Railway is a specific domain, there should be a specific ISAC.

1.2. Definitions: ISAC – UIC – COLLABORATION

a) ISAC stands for Information Sharing and Analysis Center. ISACs can be public, private or public-private partnerships where participants mutually exchange information and experiences on cyber security. With the intensive information sharing about and analysis of incidents, threats, trends and good practices participants can enhance their digital resilience. The information sharing and analysis will take place in both physical meetings (multiple members physically together) as well as in virtual meetings (meetings that take place via the web and an information sharing platform).

The mission of the European Rail ISAC (ER-ISAC) is to improve the resilience and security of the European Rail Infrastructure Manager and Railway Undertaking. We do so through trust based information sharing and by enabling a joint effort for the analysis of threats, vulnerabilities, incidents, solutions and opportunities. ER-ISAC offers a community of communities to facilitate this proactive information sharing and analysis, allowing its members to take their own effective measures.

b) UIC stands for Union Internationale des Chemins de fer. Since most ER-ISAC members are also members of the UIC, the ER-ISAC and UIC have decided to collaborate in the pursuit of their objectives, under the conditions defined in the present Terms of Reference.

The UIC can operate in two capacities:

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- As a host: in that case, the UIC intervenes as the host of the ER-ISAC projects, in the context of the collaboration between the UIC and the ER-ISAC, as defined in the paragraph c) below.
 - As a partner of the ER-ISAC: in that case, the UIC acts as a partner of the ER-ISAC and is subject to the same conditions as any other partner.
- c) In these ToR, collaboration between the UIC, acting as a host, and the ER-ISAC means the administrative support to be provided by the UIC to the ER-ISAC Co Chair. The mission of the UIC is to assist the ER-ISAC Co Chair in its administrative tasks, to provide financial support to the ER-ISAC through the membership fee mechanism and, if needed, support the ER-ISAC administration with Information Communication Technologies. The collaboration between the UIC, acting as a host, and the ER-ISAC only concerns the ER-ISAC Co Chair and does not concern the ER-ISAC members and partners.

1.3. Attribution

In the creation of this document, documentation from ENISA and the European Energy ISAC was consulted.

2. The Terms of Reference

2.1. Document purpose

The purpose of this Terms of Reference (ToR) is to describe the ER-ISAC and to form the membership agreement for the members.

This document is also intended to set the conditions for collaboration between the ER-ISAC and the UIC.

2.2. Scope of this document

In this document the ToR for the European Rail ISAC will be described, both for the 'physical' ISAC as well as the virtual (forum).

This Terms of Reference will define:

- Purpose of European Rail ISAC
- Objectives of European Rail ISAC
- ER-ISAC Governance (Membership criteria ; Admission for membership ; Representative criteria ; ER-ISAC Co Chair)
- Collaboration with the UIC, acting as a host (Independence ; Membership fees ; Duration)
- Partner criteria
- Meetings (Rules of Participation ; Information sharing)
- Transparency
- Obligations
- Conflict of interest
- Penalties
- Provisions

The Annexes of the ToR contain:

- The Confidentiality and Disclosure Agreement (ANNEX A)
- The Membership Application Form (ANNEX B)
- The Representative Application Form (ANNEX C)
- The UIC Statutes (ANNEX D) and Regulation 3 of the UIC Code (ANNEX E), which set the practical details for collaboration with the UIC.

2.3. Intended audience

This Terms of Reference is intended to provide information to the following:

- All ISAC members, partners and suppliers ;

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- 152 ● All potential ISAC members, members and suppliers ;
153 ● Other Railway stakeholders.

154 3. European Rail ISAC

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156 3.1. Purpose of European Rail ISAC

157 The purpose of the ER-ISAC is to help its members improve their cyber resilience and cyber security
158 posture. This includes collaboration and the sharing of information and analysis on threats,
159 vulnerabilities, incidents, trends, good practices and their implementation specific to the rail sector (e.g.
160 industrial component systems and critical systems managing rail traffic and assets). The ER-ISAC is
161 driven by its members and to ensure its success it is therefore crucial and expected that all members
162 contribute their knowledge, experiences and information to the benefit of all members of the ER-ISAC. The
163 ER-ISAC provides a trusted and confidential environment where participants from the European Railway
164 Infrastructure Managers and Railway Undertakings will share information. This can and will be done both
165 by physical and virtual meetings (e.g. a web based solution, conference calls, etc.). Both the physical and
166 the virtual meetings are important, however the physical meetings will help to build trust between the
167 members, due to seeing one another etc., so information can and will be shared more openly and willingly.
168 Information about ongoing incidents will be shared through a so-called “red phone”.

169 The ISAC is designed in a way that the involvement of its members takes the members’ availability into
170 consideration.

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172 3.2. Objectives of European Rail ISAC

- 173 a) A trusted environment where cyber security and information security for industrial component
174 systems and information systems is shared amongst the European Railway;
- 175 b) Sharing unknown or new vulnerabilities discovered;
- 176 c) Improving cyber resilience for the European Railway Critical Infrastructure (CI) by sharing the
177 implementation of ‘best practices’, ‘lessons learned’ and Incident Response Plans;
- 178 d) Capacity building in relation to cyber security by dissemination of knowledge gained;
- 179 e) Sharing and shaping norms and standards in the field of cyber security for the railway (e.g.
180 security by design in SIL development)
- 181 f) Influencing suppliers active in the European Rail industry to implement the principle of Security
182 by Design;
- 183 g) Strengthen public private collaboration in the field of cyber security, related to the rail sector.
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185 **3.3. ER-ISAC Governance**

186 This chapter details the organization of the ER-ISAC

187 **3.3.1. Membership criteria**

188 In order to register as a member of the ER-ISAC that candidate must meet the following criteria:

- 189 a) Be a Infrastructure Railway Manager (IRM) or Railway Undertaking (RU) operating in
190 geographical spread of the EU and the EFTA countries.
- 191 b) All potential members of the categories mentioned under a) can only become a member if
192 compliant with the following requirements:
 - 193 i. The member organization delivers added value during its membership period. For more
194 information see chapter 3.3.2.a.;
 - 195 ii. The member organization and their representatives endorse the ToR of the ER-ISAC.
- 196 c) Non-European organizations, such as ICS-ISAC or ES-ISAC from the United States, cannot join
197 the ER-ISAC, but can be considered as a partner of the ER-ISAC.
- 198 d) Within the framework of the collaboration between the UIC and the ER-ISAC, non-European
199 members of UIC cannot join the ER-ISAC as members, but can be considered as a partners of
200 the ER-ISAC.
- 201 e) Government and law enforcement agencies with a notification obligation also cannot join the
202 ER-ISAC, due to the fact that information can only be shared among the members within the
203 ER-ISAC. If an agency is obligated to notify their agency of the information that is being shared
204 within the ER-ISAC, the trust among members may be affected and information may not be
205 shared so openly and willingly anymore.
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207 **3.3.2. Admission for membership**

- 208 a) An interested party can apply for membership of the European Rail ISAC by requesting an
209 application form (ANNEX B). The interested party will fill in this form and explain why they want
210 to participate in the ER-ISAC and what their added value will be. When a new member is accepted
211 by the existing members, the existing members will have agreed with the added value that the
212 new member will bring to the ER-ISAC. All members will periodically monitor if the representatives
213 deliver their intended added value. If a member organization does not deliver added value the
214 other member organizations can take a vote to either give that member organization another
215 chance or to terminate their participation in the ER-ISAC. Decision will be made by unanimity of
216 the votes cast.
217 This application for membership has to be endorsed by at least one active member of the
218 European Rail ISAC. The chairman or his/her staff will send the application form via e-mail to the
219 existing members.
- 220 b) An admission by a company or a European or national body for membership in the European Rail
221 ISAC has to be approved by unanimity of the votes cast of the existing member organizations
222 through voting. The existing members will have four weeks to respond whether they agree with

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223 the admission or not. The response needs to be sent back via e-mail to the chairman who keeps
224 track on this process. Admission is granted by unanimity of the votes cast. Any organization that
225 has an objection to membership of a particular applicant organization is being offered the
226 opportunity to explain to the existing members. An existing member can only object to an
227 admission if, in his opinion, the admission does not comply with the membership criteria.

- 228 c) The chairman or his/her staff will update the applying organization about the decision.
- 229 d) For every admission for membership to the ER-ISAC the organization has to supply personal
230 information (as is listed in ANNEX B) for their representatives to support the trusted and
231 confidential environment of the European Rail ISAC.
- 232 e) Four weeks after the admission form has been filled in and sent to the existing members, the
233 chairman will check whether all the existing members agree with the admission or not. If all
234 existing members agree with the admission of a new member, the new member will be contacted
235 by the chairman or his/her staff and the new member may attend the next following meeting. All
236 existing members will be contacted about the new member by the chairman or his/her staff.
- 237 f) The ER-ISAC holds a list with all approved member organizations and their representatives. There
238 will also be a (black) list with organizations who do not fulfill the membership criteria and could
239 not join the ER-ISAC.

241 3.3.3. Representative criteria

- 242 a) The membership of the ER-ISAC is limited to a minimum of one and a maximum of two
243 representatives per member organization. The ER-ISAC will maintain a complete and actual list.
- 244 b) Only the representatives mentioned under a) will attend physical meetings of the ER-ISAC. The
245 representatives have no right for substitution.
- 246 c) A member organization can rotate its representatives if needed, for example in case a
247 representative leaves the member organization. A new representative has to complete the
248 Representative Application Form (ANNEX C) and explain why he or she wants to participate in
249 the ER-ISAC and what his or her added value will be. The application form will be sent by the
250 member organization to all existing members. The existing members will have two weeks to send
251 a response to the chairman, who will let everybody know if the new representative is accepted in
252 the ER-ISAC.
- 253 d) The representatives of the organization will have a profile that reasonably supports the objectives
254 mentioned in chapter 3.2.
- 255 e) Every individual representative will comply with the ToR of the European Rail ISAC and will do
256 anything to maintain the trusted, confidential and integer environment of the ER-ISAC.
- 257 f) Every individual representative will do anything to maintain the confidentiality and integrity of the
258 information shared within the ER-ISAC. Each member shall use information received from another
259 member during its membership and which the disclosing party expressly state to be confidential
260 or the confidential nature of which can be assumed on the basis of the circumstances of its
261 disclosure, solely for the purposes for which it was provided, treat it in the same way as their own
262 business secrets and not make it available to third parties, unless the information in question:
263 - was in the receiving party's possession without an obligation to confidentiality prior to receipt
264 from the disclosing party:

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- is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this confidentiality obligation by the receiving party;
- is lawfully obtained by the receiving party from a third party without an obligation to confidentiality, provided such third party is not, to the receiving party's knowledge, in breach of any obligation to confidentiality relating to such information;
- is shown to have been developed independently by the receiving party or its affiliates without reliance on the disclosing party's confidential information; or
- is approved for release by written agreement of the disclosing party.

The member seeking the benefit of such exception shall bear the burden of proving its existence. The receiving party may disclose confidential information of the disclosing party if the receiving party is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the disclosing party so as to give the disclosing party an opportunity to intervene and provided further that the receiving party uses reasonable efforts to obtain assurance that the confidential information will be treated confidentially.

In any case, if information is disclosed in breach of the confidentiality provisions set in section 3.6.2 by any member of the ER-ISAC, such member shall be held liable in accordance with paragraph 3.6.2 b) of the present ToR;

- g) Each representative will have the legitimacy to share information and make decisions necessary to achieve objectives of the ER-ISAC, attending on behalf of his/her organization.
- h) Representatives are required to inform the ER-ISAC of all changes on the information as listed in 3.3.2.a.
- i) If a member organization wishes to withdraw from the ER-ISAC, the representatives of that member organization have to give notice to all other member organizations at least four weeks before leaving the ER-ISAC. With this notice the member organization may, but is not required to, explain why they are leaving. The leaving member organization will assure that they will respect the classification of any information that has been shared during its membership period within the ER-ISAC. Furthermore, the leaving member will be subject to the same obligations of confidentiality, according to paragraph f), for any information received from another member during its membership period, if such information has been stated to be expressly confidential by the disclosing party or if the confidential nature of such information can be assumed on the basis of the circumstances of its disclosure.

3.3.3.1. ER-ISAC Co Chair

- a) An ER-ISAC Co Chair will be formed of representatives of ISAC members from 4 Countries . The European Railway Agency (ERA) and the European Network Information Security Agency (ENISA) will play an active role as advisors to the board. Only one representative of each member organization can join the ER-ISAC Co Chair. Every representative who wishes to join this board will have to go through the following procedure:
 - i. Announce to every participating member organization (via e-mail or the Information Sharing Platform) that he or she wants to join the ER-ISAC Co Chair and give his/her reason(s);

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- 307 ii. During the next following physical meeting with all the member organizations the members
 308 will decide who can join the ER-ISAC Co Chair and who cannot;
 309 iii. The decision will be made by unanimity of the votes cast.
 310 b) The composition of the board at the time of founding the ISAC is as follows:

Country	Company
Germany	DB Netz
Germany	Deutsche Bahn
France	SNCF Voyageurs
France	SNCF Réseau
The Netherlands	ProRail
The Netherlands	NS
Belgium	Infrabel
Belgium	SNCB

- 311
- 312 c) This ER-ISAC Co Chair will have an official role in core governmental decisions and acts, e.g. the
 313 official recognition of new members. It will collect and format questions or requests to the EC and
 314 follow up the response to be shared amongst the ER-ISAC.
 315 d) The ER-ISAC Co Chair will play a decisive role (if needed) for the formation of a new working
 316 group or if there is voted equally.
 317 e) The ER-ISAC Co Chair will also monitor the voting process to check if it is done in a legitimate
 318 way and to make sure that everyone’s interests have been taken into account in the decision-
 319 making.
 320 f) More ER-ISAC Co Chair activities may be added when compliant with the following steps:
 321 i. The ER-ISAC Co Chair gives notice to all member organizations of a new activity they
 322 want to perform;
 323 ii. All member organizations will vote if the ER-ISAC Co Chair may perform that activity;
 324 iii. The unanimity of the votes cast will be the deciding factor.
 325 g) In case an ER-ISAC Co Chair member wishes to withdraw from the ER-ISAC Co Chair, he or she
 326 will have to give notice and, if required, an explanation to all other member organizations. With
 327 the withdrawal of that representative a new ER-ISAC Co Chair member has to be appointed so
 328 that the ER-ISAC Co Chair again consists of 4 representatives EU Countries. If a representative
 329 from a member organization wishes to join the ER-ISAC Co Chair he or she will have to go through
 330 the procedure described in point a).

331

332 **3.4. Collaboration with the UIC acting as a host**

333 This chapter is intended to set the conditions for collaboration between the ER-ISAC and UIC acting as
 334 a host.

335 The present ‘Terms of Reference’ (“ToR”) is applicable to the relationship between the ER-ISAC and the
 336 UIC.

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337 The ER-ISAC Co Chair complies with the UIC Statutes relating to Projects (ANNEX D) and Regulation 3
338 of the UIC Code (ANNEX E).

339 **3.4.1. Independence**

- 340 a) All Infrastructure Railway Managers and Railway Undertakings designated under 3.3.1. a) can be
341 members of the ER-ISAC, even when they are not members of the UIC.
- 342 b) Within the limits of paragraph 1.2 c), the UIC provides administrative support to the ER-ISAC. The
343 collaboration between the ER-ISAC and UIC creates no relationship of joint venture, employment,
344 franchise, or agency between the parties. The collaboration shall not constitute the designation of
345 either party as the representative or agent of the other, nor shall the ER-ISAC or UIC have the right
346 or authority to make any promise, guarantee, warranty, or representation, or to assume, create, or
347 incur any liability or other obligation of any kind, express or implied, against or in the name of, or on
348 behalf of, the other, without the other party's prior written consent and approval.
- 349 c) During the collaboration, the ER-ISAC will keep its own mode of operation and governance, according
350 to the present ToR. The ER-ISAC will remain free and independent in its business behavior and
351 decisions. In particular, the ER-ISAC will have the choice of its own Information Sharing Platform,
352 without interference of the UIC.

354 **3.4.2. Membership fees**

- 355 a) As decided by the ER-ISAC Co Chair and approved by the ER-ISAC members, all ER-ISAC members
356 and partners, except for Public Authorities, ER-ISAC financed bodies or EU financed bodies, whether
357 or not they are also members of the UIC, shall pay a membership fee of 5.000€ per year to the UIC
358 (for payment details, see ANNEX D and E of these ToR).
- 359 b) The amount of fees may be reviewed annually by all ISAC members. This decision is taken by
360 unanimity of the votes expressed.

362 **3.4.3. Duration**

363 The collaboration between the ER-ISAC and UIC is set for a five-years renewable term, starting on 2nd of
364 March 2020.

365 However, at any time during this five-years period, the collaboration may be terminated, without cause or
366 penalty, by the ER-ISAC upon 90 days prior notice to the UIC.

367 **3.5. Partner criteria**

368 The ER-ISAC recognises that organisations who do not meet the membership criteria may still have a
369 significant contribution to make to allow the ER-ISAC to meet its purpose and objectives. Such
370 organisations can be partners of the ER-ISAC

- 371 a) Potential partners of the ER-ISAC include:

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- i. European or national bodies active in the cyber security space (ENISA, Europol, national CSIRTs, EC directorates-general, national government departments, ...);
- ii. European or national bodies active in the rail sector (ERA, EIM, Hitrail, CER, , ...);
- iii. Research centres that are involved in cyber security innovation projects with an ER-ISAC member (Shift2Rail, H2020 initiatives, ...);
- iv. Commercial organisations active in the rail sector that have signed contracts with ER-ISAC member(s);
- v. Other ISACs, operating in other sectors or in other geographical areas.

3.6. Meetings

- a) A representative from the board of the ER-ISAC will be elected as rotating chairman for a fixed period of 1 year with a backup person.
- b) The meeting quorum (when there is a meeting for all the member organizations) will be at least 5 members organization.
- c) By default, any decisions will be made by unanimity of the votes cast. However, in case of a large majority of minimum 75% of the votes cast, the ER-ISAC Co Chair may decide to take the decision on the basis of this majority. The decision making will take place either during meetings or via e.g. e-mail. This is depended on the preferences of the existing members.
- d) Meeting agenda will be provided by a minutes secretary, organized by the meeting's chairman.
- e) The minutes of every meeting will be written by the minutes secretary.
- f) Meetings with all member organizations will be held at least twice per year for a minimum of one day at either the premises of a member organization or a public venue such as a hotel or a conference centre. At each meeting members will be invited to host the next meeting. Each meeting is divided into two sessions: the first one is dedicated exclusively to members while the second one is open to members, partners and suppliers. Partners and suppliers are free to participate at the second session not dedicated exclusively to members.
- g) Member organizations shall attend at least two physical meetings per year. This is with regards to the physical meetings with all of the member organizations and not the work/steering groups. As stated in paragraph f), partners and suppliers are free to participate or not at the second session of the plenary meeting not dedicated exclusively to members.
For the work/steering group meetings, the members of that group will decide how often they will meet per year and when they need to be present. If a member of a work/steering group does not comply with the agreements of that work/steering group, the other members of that group may decide, by unanimity of votes cast after deduction of the defaulting member's vote, to remove that member from that work/steering group.
- h) Member organizations with the same focus area are allowed to form workgroups within the ER-ISAC as long as they do not forget the main purpose of the ER-ISAC: a cross chain collaboration. In other words, workgroups for specific topics are allowed in the ER-ISAC, but the main purpose of all members working together has to remain. Within these workgroups information about specific topics is more easily shared among peers. Meetings of these workgroups are hosted on their own initiative.
- i) Only members of the ER-ISAC can participate in the (physical and virtual) meetings. An external expert participant (e.g. to present a certain topic which is relevant for all the members or to present

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414 a topic of interest in a restricted workshop) can be proposed by any member, but it is subject to
415 every member's approval of that group. Except for sessions not dedicated exclusively to members
416 during plenary meetings as mentioned in 3.6 f), an external can only participate in meetings) if
417 every member approves. In the workgroups an external can participate if every member of that
418 workgroup approves.
419

420 3.6.1. Rules of Participation

- 421 a) Any discussion in meetings and views expressed or implied in such discussion or associated
422 documents are without prejudice to and shall not limit the discretion of any of the members of the
423 ER-ISAC with regard to decisions of any European or national organization. Equally views
424 expressed by participants during the meetings will not be treated as the formal position of the
425 organization they are representing, and will not prejudice consultation responses.
- 426 b) During the ER-ISAC meetings sensitive information will be shared. All agenda meetings and
427 relevant documents will be assigned an information sharing level of WHITE, GREEN, AMBER or
428 RED in line with the Traffic Light Protocol (TLP). Paragraph 3.6.2 describes the rules about
429 information sharing.
- 430 c) When needed, meetings (with all ER-ISAC members) will operate on the basis of different
431 sessions. The first of these sessions will deal with issues that are classified at the WHITE
432 information sharing level and are open to external participants. Other sessions will deal with
433 issues that are classified at the GREEN or AMBER information sharing levels on account of the
434 security and risk implications associated with wider disclosure of such information. These
435 meetings will only be accessible to the existing members of the ER-ISAC, and to partners who
436 have specifically been invited by the ER-ISAC members. Sessions that deal with issues that are
437 classified at the RED information sharing level are only accessible by ER-ISAC members
- 438 d) As a member or partner of the ER-ISAC, each participant will be asked to undertake in writing to
439 abide by the confidentiality and disclosure provisions set out in paragraph 3.6.2 in relation to each
440 information sharing level, by signing the confidentiality and disclosure agreement at Annex A of
441 this ToR. The signing of this agreement will happen once, at the beginning of the membership
442 and shall be maintained at all times.

443 3.6.2. Information sharing

444 Sensitive information will be exchanged during the closed part of the European Rail ISAC meeting. Every
445 representative must classify the information provided by him/her with one of the four colour classifications.
446 This classification is his/her interpretation of how this information has to be treated by the other
447 representatives.

- 448 a) The four colour classifications are:
- 449 1) **RED**: Non-disclosable information only for those representatives being a member and
450 attending a meeting. The information can both be presented orally or on paper. If
451 presented on paper all distributed copies will be destroyed at the end of the meeting.
452 Representatives are not allowed to discuss this information outside the ER-ISAC meeting,

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453 including the second representative of their organization if this representative was not
454 attending the meeting.

- 455 2) **AMBER**: Limited disclosure information which will only be distributed to the members of
456 the ER-ISAC. Representatives are allowed to share this information within their
457 organization to those who can use this information for their role.
- 458 3) **GREEN**: Information that can be shared outside the ER- ISAC to communities and other
459 representatives for whom this information can be useful. This information cannot be freely
460 published in magazines, forums, the internet, etc.
- 461 4) **WHITE**: Information intended for full disclosure outside the ER-ISAC. Every representative
462 is allowed to share this information outside the ER-ISAC taking into account any possible
463 copyright.
- 464 b) It is the responsibility of all representatives to respect and act in accordance with the ER- ISAC
465 colour classifications. If any information is disclosed in breach of the confidentiality provisions as
466 defined in paragraph a) by an ER-ISAC member, whether by mere negligence, gross negligence
467 or willful misconduct, the representative of its organization shall be liable for any direct damage
468 caused to another ER-ISAC member. Claims for indirect damages of either member shall be –
469 irrespective of their legal grounds and to the greatest extent permitted by law – mutually excluded.
470 In particular, neither member shall be liable, whether for negligence, breach of contract, tort,
471 misrepresentation or otherwise, for any indirect, incidental or consequential loss or damage,
472 howsoever arising, lost time, loss of revenue or profit, loss of production, loss of interest, loss of
473 power, interruption of operations or loss of use, cost of capital, cost of purchased or replacement
474 power, goodwill, anticipated savings, loss of information or data or damages based on third party
475 contracts, in each case even if advised of the possibility of such loss or damage.
- 476 c) Information shared in sessions can have a different colour classification than the session itself.
- 477 d) It is the responsibility of the representative who shares the information, the disclosing party, to
478 label it with a colour classification. In the event that there is no colour classification the information
479 itself will be labelled AMBER and the identity of the sharing representative will be labelled RED.
- 480 e) A representative has to be sure about the colour label of the information. When in doubt he/she
481 will first assure him/herself of the colour label before handling the information.
- 482 f) It is possible to share information with the colour label RED or AMBER anonymously. The
483 information has to be delivered to the chairman of the ER-ISAC, who will then share this
484 information within the ER ISAC.
- 485 g) Once available, members of the ER-ISAC must only use the virtual environment created by the
486 ER-ISAC to share online information, start discussions and to ask questions about topics. This
487 only applies to ER-ISAC related communication. The platform must not be used for the
488 advertisement of companies, etc, but only for above mentioned activities. All information being
489 shared on this platform must also have a colour classification.
- 490 h) The members of the ER- ISAC are solely responsible for any reporting obligations. Such reporting
491 activities should be done outside the ER-ISAC.
- 492 i) In the information shared within the ER- ISAC all personal information should be anonymous.
493 Neither the identity nor the connection of the speaker(s) shall be revealed (Chatham House
494 Rules).

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- 495 j) If other ER-ISAC members, the receiving parties, have a different opinion on the classification of
496 the shared information they can express their opinion to the other members of the ER-ISAC. The
497 disclosing party has a final saying in changing or not the classification of the shared information.
498

500 3.7. Transparency

- 501 a) The ER- ISAC may decide to publish ER- ISAC information, including the schedule of meetings
502 dates, agendas and other items such as minutes or papers. To publish information of the ER-
503 ISAC all members will have to agree (by unanimity of the votes cast) with this decision. Any
504 member who does not agree with this decision will have to make his/her objection clear to the rest
505 of the members.
- 506 b) Agendas will include GREEN information sharing level items. Minutes of meetings will include
507 AMBER information sharing level items, as often these minutes will contain more information
508 about a specific incident and the lessons learned. For papers the content will determine which
509 information sharing level it will be given. This has to be decided by the members.
- 510 c) If a closed user group within the web platform is established, GREEN and AMBER classified
511 information can be published on the web platform. Only the closed user group members shall
512 have access to this shared information and the information owner should have the ability to define
513 the group with whom he or she wants to share the information.
514

515 3.8. Obligations

- 516 a) All members need actively contribute to the activities of the ER-ISAC. The organization will remain
517 a member, unless the organization does not comply with the membership criteria, the organization
518 is voted out of the ER-ISAC by the other members for a legitimate reason or if the member
519 organization wishes to withdraw from the ER-ISAC.
- 520 b) Members of the ER-ISAC must only use the dedicated platform created and hosted for the ER-
521 ISAC to share online information, start discussions and to ask questions about topics related to
522 the objectives of the ER-ISAC.
- 523 c) The member organization shall attend at least two physical meetings every year. This is with
524 regards to physical meetings with all the member organizations and not the meetings organized
525 by the individual workgroups. This is to ensure that information can and will be shared among as
526 many member organizations as possible who will benefit from, or are needed for, the right
527 information for the topic at that time.
- 528 d) All representatives are obligated to abide by the information sharing policies as mentioned in
529 chapters 3.6.1, 3.6.2.
- 530 e) Member organizations shall not undertake any actions that will badly influence or give a bad
531 reputation to the ER-ISAC in any way.
- 532 f) All members will have to follow and participate in all ER-ISAC voting processes (when their vote
533 is needed), according to the instructions provided by the staff.

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- 534 g) The members will contribute to a membership fee in order to cover management fees such as
535 Hosting platform. The transparency mechanism and the membership fees start date and amount
536 will be voted by the ER-ISAC members.
537
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539

540 **3.9. Conflict of interest**

- 541 a) Members will prevent or avoid every situation that could lead to a conflict of interest between them
542 or their customers, their subsidiaries and affiliated companies, as well as appointees, employees,
543 subcontractors and any other people they rely on. Members aware of a conflict of interest will
544 immediately inform the ER-ISAC Co Chair and other members of the situation.
- 545 b) During work/steering groups, no information will be disclosed that could be used by the ER-ISAC
546 members, partners or suppliers submitted to Public Procurement Regulations during a public call
547 for tenders. The ER-ISAC members, partners and suppliers submitted to Public Procurement
548 Regulations also undertake not to use any information exchanged during work/steering groups
549 for their call for tenders.

550 551 **3.10. Penalties**

- 552 a) If a representative violates the ToR of the ER- ISAC it is possible for the ER- ISAC to revoke his
553 or her privileges and membership. This will be done by the ER-ISAC Co Chair. Termination of a
554 representative's membership is the result of a motion submitted by one of the members or the
555 ER-ISAC Co Chair and supported by all of the other members. The ER- ISAC will inform the
556 representative's organization.
- 557 b) A member organization can be asked to withdraw from the ER- ISAC if none of their
558 representatives attend at least two physical meetings per year. The minutes from previous
559 meetings will record who has been present and who has not been present.

560 561 **3.11. Provisions**

- 562 a) Nothing in this ToR will be construed to grant either member any right to make a commitment of
563 any kind for or on behalf of another member without prior written consent of another member.
564 Neither member has the authority to bind, act on behalf of or represent the other. Neither member
565 shall act or fail to act in a way that could reasonably cause others to believe that it has authority
566 to act on behalf of the other beyond the authority expressly granted herein.
- 567 b) The members are independent organization, bound to each other only as provided for herein.
568 Neither this ToR or any other document nor any action taken by the members is intended to form
569 a partnership, association, joint venture, or other co-operative enterprise.

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- 570 c) The members will not have any form of exclusivity under this ToR. All members will remain
571 absolutely free and independent in its business behavior and decisions. Any member at any time
572 is allowed to work on similar topics and projects.
- 573 d) Licenses or any other rights regarding intellectual property rights such as, but not limited to,
574 patents, utility models, trademarks or tradenames, are neither granted nor conveyed, nor does
575 this ToR constitute any obligation of a member to grant or convey such rights to other members,
576 partners, suppliers, the ER-ISAC or the UIC.
- 577 e) It is the member's policy to comply strictly with the European Competition law and all other
578 applicable competition/antitrust rules and regulations (in the following referred to as "Competition
579 Law"). Any activities of the members within the context of the ER-ISAC which infringe Competition
580 Law would be seriously detrimental to the interest of the members. The members undertake to
581 ensure that all of their representatives, employees and agents involved in the ER-ISAC
582 understand and appreciate the importance of complying with Competition Law and that
583 appropriate and effective sanctions for breaches of Competition Law are spelt out. The members
584 agree that they will at all times strictly adhere to all applicable laws and regulations, especially but
585 not limited to Competition Law which prohibits the exchange of competitively sensitive information
586 and/or business secrets including by way of examples information on prices, costs and demand
587 structure, bidding strategy, marketing plans etc.
- 588 f) The present ToR may be reviewed at any time. By default, the amendments shall be adopted by
589 unanimity of the votes cast by the ER-ISAC members. However, in case of a large majority of
590 minimum 75% of the votes cast, the ER-ISAC Co Chair may decide to approve the ToR on the
591 basis of this majority. In the event that the conditions for collaboration between the ER-ISAC and
592 UIC detailed into the ToR should be modified, the express consent of the UIC will be required.

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Annex A – Confidentiality and Disclosure Agreement

I, the undersigned, have read and understood the European Rail ISAC Terms Of Reference.

I understand that I am required to comply with the confidentiality and disclosure obligations in respect of each of the four information sharing levels (WHITE, GREEN, AMBER and RED) as set out in the Terms of references.

I understand that should I, or my parent company/ organization, fail to abide by the information sharing levels and disclosure obligations I and or my parent company/organization may be excluded from the European Rail ISAC.

Having understood and accepted the above statements I therefore agree to abide by the Terms Of Reference in my engagement with the European Rail ISAC.

Read and acknowledged :

Name of representative:

Name of organisation:

Date :

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Annex B – Membership Application Form

European Rail Information Sharing and Analysis Center		
MEMBERSHIP APPLICATION FORM		
ORGANIZATIONAL INFORMATION		
Company name:		
E-mail:		Phone:
Current address:		
Country:	City:	Zip-code:
Description of objectives:		
REASON TO PARTICIPATE		
ADDED VALUE		
REPRESENTATIVES INFORMATION		
Name of Representative:		
Date of Birth:	Phone:	E-mail:

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Current address:		Nationality:
Country:	City:	Zip-code:
Position:		Department:
Added value:		
Name of Representative:		
Date of Birth:	Phone:	E-mail:
Current address:		Nationality:
Country:	City:	Zip-code:
Position:		Department:
Added value:		
SIGNATURE¹		
Name:		Signature:
Date:		
Optional²		
Name:		Signature:
Date:		

600

¹ Only one of the Representatives or the CEO of the company has to sign this document

² In case an organization has a 4-eye-principle and 2 signatures are required

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Annex C – Representative Application Form

European Rail Information Sharing and Analysis Center		
REPRESENTATIVE APPLICATION FORM		
PERSONAL REPRESENTATIVE INFORMATION		
Company name:		
Name of Representative 1:		
Date of Birth:	Phone:	E-mail:
Current address:		
Country:	City:	Zip-code:
Position:		Department:
Name of Representative 2:		
Date of Birth:	Phone:	E-mail:
Current address:		
Country:	City:	Zip-code:
Position:		Department:
REASON TO PARTICIPATE		
ADDED VALUE		

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SIGNATURE	
Name:	Signature:
Date:	
Optional³	
Name:	Signature:
Date:	

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³ In case an organization has a 4-eye-principle and 2 signatures are required

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Annex D – The UIC Statutes

TLP: Green

22nd edition, September 2009

Original

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Statutes of the UIC

Statuts de l'UIC
Satzung der UIC



UNION INTERNATIONALE DES CHEMINS DE FER
INTERNATIONALER EISENBahnVERBAND
INTERNATIONAL UNION OF RAILWAYS

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Leaflet to be classified in Volume:

0 - Statutes and Regulations

Application:

With effect from 31 March 2009

All members of the International Union of Railways

Record of updates

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21st edition, February 2007	General Assembly, Paris, 7 December 2006
22nd edition, September 2009	General Assembly, Paris, 31 March 2009

The person responsible for this leaflet is named in the UIC Code

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2 - Organisation.....	6
3 - Working arrangements	17

1 - Purpose, membership and financial resources of UIC

Art. 1 - Legal base and purpose of the association

1.1 - Name, seat and governing law

The International Union of Railways (UIC) is a non-profit international trade association registered under French law. Its Head Office is situated in France - 16 rue Jean Rey, 75015 Paris.

It is governed by the Act of 1 July 1901 (amended), by the Act of 16 August 1901 and by subsequent texts.

Therefore, the application and interpretation of these Statutes shall be governed by the laws in force in France. In the event of disputes, the French version shall be the reference document.

1.2 - The aims of the Association

The aims of UIC shall be to:

- enable international railway cooperation at world level;
- represent and promote the interests of rail transport at world level;
- foster synergy between different world bodies for the development of rail

transport. In pursuit of these aims, UIC shall:

- promote technical cooperation and the exchange of information, knowledge and experience between its Members;
- assist Members in addressing specific technical and operational issues;
- develop the overall coherence of the rail system at world level, with a continued emphasis at pan- European level, by consolidating its interoperability;
- develop strategies and initiatives to improve business performance, and to increase rail transport investment;
- execute and manage projects/activities on non-commercial issues, including research, development and technical efficiency as far as necessary for the topic concerned;
- develop agreements and cooperation at world level with intergovernmental organisations, other trade organisations and other modes of transport;
- develop a comprehensive railway data bank, and identify industry trends;

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- draw up common technical positions and recommendations intended for its Members;
 - support processes for establishing non-commercial standards and specifications including via the provision of its own input and services to the extent provided for by the applicable law;
 - develop activities and projects with regard to innovation and optimisation in rail management at various organisational levels;
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701
- facilitate participation in various UIC activities for those of its Members with financial difficulties and thus contribute to sustainable development across the world via the creation of a Solidarity Fund. The fund shall be supported by Members in accordance with the national law applying to each Member.

702 **1.3 - Subsidiary companies**

703
704 UIC may entrust certain specialised tasks to subsidiary companies it has created. All these
705 decisions must be approved by the General Assembly, at the proposal of the Director-General
706 of Services (DGS).

707 **Art. 2 - Membership (category, admission, resignation, exclusion)**

708 **2.1 - Global and regional membership**

709
710 The UIC membership shall be a yearly membership corresponding with the business year¹.

711
712
713 By virtue of these Statutes, each Member shall be a Member of the Association (global
714 membership) and, depending on its geographical situation, of one of its Regional entities which
715 are Special Regional Groups (SRGs) as provided for by Article 10.2 a) - [page 17](#) (regional
716 membership). SRGs are established for Africa, Asia, the Middle East, Europe, North America
717 and South America.

718
719 Further regional memberships may be granted provided that the applying Member is situated in
720 more than one geographical region, or at the specific request of a Member (multiregional
721 membership).

722 **2.2 - Member categories**

723
724 UIC shall comprise Members belonging to the following categories:

- 725
726
- 727 1. "**Active Members**" shall be companies or entities, public or private, meeting both the
728 following conditions:
729
 - 730 a) They shall be a (passenger and/or freight) railway undertaking ensuring traction
731 and/or a railway infrastructure manager,
 - 732 b) They shall have a volume of railway business in excess of an amount fixed by

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Internal Regulation R1 approved by the General Assembly.

2. **"Associate Members"** shall be companies or entities, public or private, which do not fulfil the prerequisite set out in Article 2.2.1.b).
3. **"Affiliate Members"** shall be associations (principium), companies or entities, public or private, including institutes whose railway activities relate to urban, suburban or regional services or which conduct activities linked to the rail business.

The membership category granted to a Member shall apply to both its global and (multi)regional membership.

The General Assembly may derogate from the rules governing membership categories pursuant to the stipulations of Internal Regulation R1.

-
1. Special conditions of payment for certain members, dealt with in IR 1

2.3 - Admission

1. General membership

An application for admission shall be directed in writing to the DGS.
The General Assembly shall decide on the admission of a new Member.

2. Provisional membership

Provisional membership may be granted by the SRG concerned, pending a final decision by the next General Assembly.

3. Multiregional Membership

An application for multiregional membership shall be directed in writing to the Regional Executive Director (RED) responsible for the SRG the Member wishes to join in addition to its initial SRG, and shall be decided on and approved by the SRG Assembly concerned.

2.4 - Resignation / Exclusion

A Member's withdrawal from UIC shall take effect on 31 December of each year.

A notice of resignation shall be given in writing to the DGS not later than three months beforehand. Resignation automatically applies also to all (multi)regional memberships.

A notice of resignation from a multiregional membership shall be directed in writing to the RED of the SRG concerned. However, the initial regional membership must be maintained as long as the global membership endures.

The resignation shall take effect at such date as the resigning Member shall have fulfilled all its financial obligations originating during the time of membership. It shall, however, not be bound by any new commitments of UIC beyond the date of the notice of resignation.

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780 At the request of a SRG or the DGS, the General Assembly shall decide on the exclusion of a
781 Member for cause (Fr: "motif grave"), to be identified in the request.
782

783
784 All UIC Members must be formally notified.
785

786 **Art. 3 - Financial Issues (business year, budget, costs, fees, other financial resources)** 787

788 **3.1 - Costs** 789

790 **a) The operating costs of UIC HQ shall include:** 791

- 792 - all expenditure on activities guaranteeing the operational functioning of the HQ Services
793 (Finance & Administration, Legal, Communication, Human Resources, Auditing, Information
794 Technology, etc.), including the costs of DGS and two REDs (Europe and non-Europe);
795
- 796 - the permanent running costs of the technical departments;
797
- 798 - the costs of:
 - 800 • running the Forums,
 - 801 • running the Platforms,
 - 802 • the plenary meetings and steering body meetings of Permanent
803 Groups, excluding costs to be allocated to projects or SRGs.

804 **b) The operating costs of a SRG shall include:** 805

- 806 - all expenditure guaranteeing the annual operational activity of that SRG,
807
- 808 - that part of the UIC HQ operating costs bought by the SRG concerned to achieve its
809 technical objectives, in accordance with Article 3.1.a) - [page 3](#),
810
- 811 - the costs of the specific working bodies of that SRG (costs of their plenary meetings and
812 of the meetings of their steering bodies only),
813

814 on the condition that (shares of) these costs are not to be allocated to a project or another SRG.
815

816 **c) Project Costs** shall include all direct expenditure relating to a defined project as specified
817 in the relevant project sheet.
818

819 **3.2 - Fees and contributions** 820

821 The **Base Fee** shall be calculated for each Member in accordance with the Member's category.
822 It is an annual fee and shall be paid once per year, for each year of membership commenced.
823

824 The Base Fees of all UIC Members shall cover the operating costs of UIC HQ with the exception
825 of those (shares of the) HQ costs to be allocated to the SRG(s) (as specified in Article 3.1 a) -
826 [page 3](#)).
827

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828 The **Regional Fee** shall be calculated for each Member in accordance with the Member's
829 category (for multiregional memberships, each regional membership shall be dealt with
830 separately). It is an annual fee and shall be paid once per year, for each year of membership
831 commenced.

832
833 The Regional Fees of all the Members of a SRG shall cover the operating costs of that SRG (as
834 specified in Article 3.1.b).

835
836 The **Project Contribution** of a Member participating in a project shall be calculated in
837 accordance with the Member's number of votes. The conditions of payment shall be specified in
838 the project sheet of each project.

839
840 The project contributions of all project participants shall cover the complete costs of the project
841 concerned as specified by the related project sheet.

842
843 All Members are supposed to finance projects in accordance with the provisions of Article 11.3
844 - [page 19](#).

845 **3.3 - Other financial resources**

846
847 Income from the management of UIC assets and revenues received in exchange for the sale of
848 products and services (which shall not compete with Members' activities) for the benefit of
849 Members or third parties shall be included in the UIC HQ budget.

850
851 Additional resources obtained by a SRG from governments, organisations, institutions and other
852 bodies committed to the development of rail transport in the region concerned shall be allocated
853 by UIC HQ to the respective budget of that SRG.

854 **3.4 - Other financial issues**

855
856 The business year is the calendar year.

857
858 For each business year, a balanced annual corporate budget shall be prepared.

859
860 The Project Managers and REDs are not permitted to spend permanent financial resources
861 without the approval of the DGS if these resources are not included in the budget approved (or
862 ratified) by the General Assembly.

863
864 All statutory meetings will be attended by Members at their own expense¹.

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1. For details see Internal Regulation 1.

2 - Organisation

Art. 4 - General working structure

4.1 - The association is structured as a three-level working organisation:

- In order to provide Members with a common strategic orientation, matters originating from the Rail System as a worldwide transport mode are dealt with at global level.
- The technical work of the various SRGs is generated by their specific regional needs and requirements.
- UIC HQ serves both as a back-office and a shared service centre performing common administrative services for all Members and providing the necessary facilities, assistance and working infrastructure for project work through the:
 - Technical Departments offering their services in a supplier/customer relationship,
 - The Working Bodies (Forums, Platforms, Working Groups) and Special Groups,
 - The Permanent Groups (communication, documentation, legal, statistics, etc.).

4.2 - UIC bodies and

organisms Strategic

bodies:

- At global level:

- The General Assembly (Article 5 - [page 7](#))¹
- The UIC Chair and Vice-Chair (Article 8 - [page 14](#))¹
- The Executive Board (Article 7 - [page 12](#))¹

- At regional level

- The Regional Assembly (Article 6 - [page 10](#))¹
- The Regional Chair and Vice-Chair (Article 6.2.7 - [page 10](#))
- The Management Committees (Article 6.3 - [page 11](#))

Executive bodies:

- At UIC HQ level:

The Director-General of Services (DGS - Article 9 - [page 15](#))

- At SRG level:

Two REDs (Europe and non-Europe - Article 6.4 - [page 12](#))

Working Bodies:

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922
- Forums, Platforms and Working Groups (Article 10.1 - [page 17](#)), Special Groups (Article 10.2.b) - [page 17](#)).

- 923
1. "being also an executive body" for some of them by mandate

924
925

Supervisory bodies:

- 926
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931
932
- The Audit and Budget Committee, which examines and comments on the UIC accounts (including those of all SRGs and subsidiaries) prior to their submission to the GA (IR 2);
 - The Arbitration / Conciliation Committee for the settlement of disputes between Members or between Members and any other legal or natural person (IR 4). Recourse to this body shall however be based on a voluntary agreement between the parties concerned.

933

UIC subsidiaries and

934

affiliates. Art. 5 - General

935

Assembly

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937
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939

The General Assembly is the highest and supreme decision-making body of UIC on global issues, matters concerning the global Association and, if requested by the SRG(s) concerned, on regional affairs.

940

5.1 - Composition

941
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943

The General Assembly shall comprise representatives of all Members of the Association.

944
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946

Each Member shall be represented by a natural person holding a position at its highest managerial level.

947
948
949

Any Member may be represented by another Member of the same membership category, provided the latter holds a proxy for each meeting.

950

5.2 - Meetings

951
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953

An ordinary General Assembly shall be held at least twice a year.

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957

A General Assembly in extraordinary session shall also be held at the request of Members representing at least 1/5 of the total votes of the Association. The request shall be directed in writing to the Director-General of Services with a copy to the Chair.

958
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960

Unless otherwise indicated in the request, the meeting shall be convened not later than 6 weeks after receipt of the request (which, however, may propose a later date).

961
962

The minutes shall be drawn up by the DGS, distributed to all Members, and approved by the following General Assembly.

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963
964 **5.3 - Voting**
965

966 Decisions shall be carried on the basis of a majority of votes cast. Only those votes "for" or
967 "against" shall be considered as votes cast. A General Assembly may only take a decision if at
968 least 50 % of the number of votes represented by its members is present or represented.

969
970 Concerning the following issues, however, decisions shall be carried with a 4/5 majority of the
971 votes cast, and shall require the voting of at least 2/3 of the total number of votes:

- 972
973 - Modification of the Statutes;
974
975 - Exclusion of a Member;

976 - Amendments to agreements with intergovernmental and trade associations;
977
978 - Dissolution of UIC.

979
980 The General Assembly mandates the Executive Board with powers as referred to in Article 7.5
981 - [page 13](#). The decision shall be carried with a 2/3 majority of the votes cast. The mandate may
982 be modified or withdrawn at any time on the same conditions.

983
984 **5.4 - Votes**
985

986 All Members shall be entitled to vote and shall vote with a number of votes proportional to the
987 level of their total Fees (Base plus Regional Fee of the first choice of regional membership).

988
989 Should any active Members carry out more than one type of railway activity as referred to in
990 Article 2.2

991 - [page 2](#), only the number of votes corresponding to the activities affected will be taken into
992 account for the purposes of voting.

993
994 In votes held with regard to the following subjects, each Member has one vote for:

- 995
996 - The election of the Chair and Vice-Chair;
997
998 - The appointment of the statutory auditors of the Association;
999
1000 - The approval of the UIC accounts;
1001
1002 - The admission of new Members;
1003
1004 - Projects as provided for under Articles 11.1.b) - 11.1.d) - [page 18](#);
1005
1006 - The list of arbitrators and conciliators;
1007
1008 - The status of "generally recommended" for UIC leaflets, if the relevant developing parties
1009 have unanimously approved such an application.
1010

1011 **5.5 - Powers**

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1012 The powers of the General Assembly shall be exercised either directly by it or by automatic
1013 delegation by virtue of these Statutes.
1014

1015
1016 However, the General Assembly shall directly exercise the following powers:
1017

- 1018 1. It shall decide on and approve general and global UIC policy and ratify regional policies.
1019
- 1020 2. It shall decide on and approve agreements between UIC and intergovernmental
1021 organisations or other trade associations at global level, and ratify regional agreements
1022 concluded by a SRG.
1023
- 1024 3. It shall decide on and approve the admission (including the membership category) and
1025 exclusion of Members as proposed by the DGS and a SRG.
1026
- 1027 4. It shall address all issues, in particular those that a Member, a body as defined in Article
1028 4.1 - [page 6](#), or an organisation linked by an agreement with UIC may wish to refer to it.
1029
- 1030 5. It shall decide on and approve projects proposed by a Member, a Regional Assembly or a
1031 working body as a Multiregional Project including the relevant budget and contributions, the
1032 project leadership (the SRG responsible) and the responsible working body.
1033
- 1034 6. It shall decide on and approve the UIC corporate budget and shall ratify the SRG budgets.
1035
- 1036 7. It shall decide on questions pertaining to and approve the UIC accounts.
1037
- 1038 8. It shall decide on and approve the annual amount of the Base Fees and shall ratify the
1039 annual amount of the Regional Fees. Further, it shall decide on and approve a fees rebate
1040 in the event that a Member applies for such a rebate to be granted.
1041
- 1042 9. It shall grant financial autonomy to a Special Group if required.
1043
- 1044 10. It shall appoint the UIC Chair and UIC Vice-Chair.
1045
- 1046 11. It shall appoint the DGS and shall fix the terms of his/her employment contract (including
1047 amendments and additional contracts). It shall have the power to terminate the DGS's
1048 contract in the same way.
1049
- 1050 12. It shall ratify the appointments and the termination of the contracts of the REDs.
1051
- 1052 13. It shall appoint the statutory auditors of the Association.
1053
- 1054 14. It shall decide to address and approve motions concerning the general operation of the
1055 global Association and the related costs, with the reservation that issues which fall under
1056 the responsibilities of the DGS and SRG(s) as specified in Articles 9 - [page 15](#) and 6 - [page](#)
1057 [10](#) are referred to the GA.
1058
- 1059 15. It shall appoint the Chairs of the Working Bodies at the proposal of the DGS (after

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consultation with the UIC Chair and the Steering Committee of the Working Bodies concerned).

16. It shall establish Special Regional Groups (SRGs) in accordance with Article 10.2.a) - page 17 and shall ratify the Internal Regulation(s) of each SRG established.
17. In addition to Articles 5.5.1, 5.5.2, 5.5.6, 5.5.8, 5.5.12 and 5.5.14, it shall decide on and approve other regional issues only if this is either required by French law or requested by the SRG(s) concerned.
18. It shall decide on and approve modifications to the Statutes and to Internal Regulations 1, 2 and 3.
19. It shall decide on and approve the creation of any related entity (creation of subsidiaries and affiliates of the UIC as specified by Article 1.3 - page 2).
20. It shall decide on and approve the dissolution of the Association and all related issues requiring a GA decision according to the French law in force (among others the nomination of liquidator(s) and the utilisation of net assets remaining after settling all obligations of the Association).
21. It shall decide on and approve the amount allocated to the Solidarity Fund as part of the corporate budget (for further details see IR 3).

Art. 6 - The Regional Assemblies

The Assembly of all Members of a Special Regional Group is the highest and supreme decision-making body with regard to its regional issues.

6.1 - Composition

The SRG Assembly shall comprise representatives of all UIC Members of that region.

Each Member shall be represented by a person holding a position at its highest managerial level.

Any Member may be represented by another SRG Member of the same membership category (if available), provided the latter holds a proxy for each meeting.

6.2 - Powers

The powers of an SRG Assembly shall be exercised either directly or by automatic delegation by virtue of these Statutes.

The SRG shall, however, directly exercise the following powers:

1. It shall decide on and approve the regional policy of the region concerned, which shall be in accordance with the general and global UIC policy.
2. It shall address all issues concerning that region, in particular those that an affected Member

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1109 or a body as defined in Article 4 - page 6 wishes to refer to it. If no decision can be made, the
1110 Regional Assembly may decide to pass the issue to the GA.

- 1111
- 1112 3. It shall decide on and approve the specific budgets of that region to be presented for
1113 ratification to the General Assembly.
- 1114
- 1115 4. It shall decide on and approve the annual amount of the Regional Fee of that region to be
1116 presented for ratification to the General Assembly.
- 1117
- 1118 5. It shall decide on and approve projects on specific regional issues as proposed by a Member,
1119 the Management Committee or a working body; it shall also decide on and approve the
1120 relevant contributions on the basis of the completed project sheet presented. It shall give
1121 the UIC HQ technical departments first right of refusal before implementing other solutions
1122 to execute the projects.
- 1123
- 1124 6. It shall decide which of that region's regional projects are to be recommended to the General
1125 Assembly as Multiregional projects on the basis of the completed project sheet presented.
- 1126
- 1127 7. It shall appoint the Chair and at least one Vice-Chair of that SRG.
- 1128 8. It shall nominate its candidate for the position of the RED in charge of that

1129 SRG. The following selection process for the REDs shall apply:

- 1130 a) Nominees for the positions of REDs shall be presented to the Executive Board by
1131 the Director-General of Services, after a selection process in the Regional
1132 Assemblies as described hereafter:
 - 1133 - The nominee for the position of RED - Europe will be proposed by the Regional
1134 Assembly for Europe,
 - 1135 - For the position of non-European RED, the nominee will be proposed following
1136 a selection process involving the Chairmen of the non-European Regional
1137 Assemblies to put forward a single nominee (should there be more than one
1138 candidate from the combined regions concerned),
- 1139 b) The Executive Board shall approve the names of all candidates for the position of
1140 RED,
- 1141 c) Subsequently, the General Assembly shall formally ratify the appointments.
- 1142
- 1143
- 1144
- 1145 9. It shall decide on and approve the establishment of its working bodies at global level
1146 (including organisation) and the related costs, at the proposal of the RED in coordination
1147 with the DGS.
- 1148
- 1149
- 1150
- 1151 10. It shall decide on and approve the internal organisation and general operation of that SRG
1152 (such as location, staffing and appointments) including (the establishing of) the regional
1153 working bodies and related costs.
- 1154

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1155 11. It shall decide on and approve agreements with intergovernmental organisations or other
1156 trade associations of the region concerned, to be presented to the General Assembly for
1157 ratification. Such agreements shall contradict neither any other agreements concluded by the
1158 Association, nor general UIC policy, nor the law applying to the Association.

1160 12. It shall approve the dissolution of the SRG concerned.

1161 13. It shall appoint its Members to the Executive Board.

1162 14. It shall decide whether to accept a Member of another region wishing to join the region if
1163 said Member requests regional membership.

1164 **6.3 - Internal Organisation**

1165 On any item not specifically organised by the SRG itself, procedures shall be governed by the
1166 rules applicable to the General Assembly (for instance, for the SRG's first meeting).

1167 Each SRG may adopt its own internal organisational arrangements according to its specific needs
1168 and requirements, on condition that roles or responsibilities do not overlap or are not
1169 inconsistent with those of the General Assembly, the DGS, the REDs or any other SRG.

1170 **6.4 - The Regional Executive Director (RED)**

1171 Europe and non-European regional assemblies shall have a RED each who shall be
1172 responsible only for managing the projects and working bodies of the SRG concerned.

1173 The REDs shall report to the DGS, who shall coordinate and supervise their actions.

1174 The REDs shall inform the Executive Board, via the DGS, of the work of these working bodies
1175 for its analysis, in particular if a decision is required from the General Assembly.

1176 A RED may be in charge of various SRGs, but may not be appointed DGS at the same time.

1177 **Art. 7 - The Executive Board**

1178 **7.1 - Composition**

1179 The Executive Board shall be composed of a maximum of twenty-one active Members
1180 appointed by the various SRGs.

1181 It shall include:

- 1182 - three Members from Africa plus one Member from the Maghreb,
- 1183 - four Members from Asia plus one Member from Caucasia or Central Asia,
- 1184 - three Members from Europe plus one Member from Central or Eastern Europe,
- 1185 - three Members from the Middle East,

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- 203
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205
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207
- one Member from Latin America,
 - two Members from North America,

208 The remaining seats shall be reserved for addressing the special needs of the sub-regions of
209 Oceania and Russia.

210 In the absence of a sufficient number of active Members from a region, the Regional Assembly
211 concerned may choose a representative from among its associate Members.
212

213 **7.2 - Meetings**

214
215
216 The Executive Board shall meet at least twice a year and not later than 5 weeks prior to the
217 next General Assembly. At least one meeting shall be held at UIC HQ.

218 **7.3 - Voting**

219
220 A meeting is valid if 50 % of the total numbers of votes in the Executive Board are present.

221
222 Decisions shall be taken on the basis of a majority of votes cast. Only votes "for" or "against"
223 shall be considered as votes cast.
224

225 **7.4 - Votes**

226
227 Each Member of the Executive Board has a number of votes equal to the number of votes it
228 holds in the General Assembly.

229
230 No Member can be granted a proxy by any other Member of the Executive
231 Board. Only active Members are entitled to vote.

232 **7.5 - Powers**

233
234 The Executive Board is the permanent body representative of the General Assembly, yet not an
235 executive body.

236
237 However, in accordance with Article 5.3 - [page 7](#), it is mandated by the General Assembly with
238 the following powers:

- 239
240
241
242
243
244
245
246
247
248
1. It shall prepare the General Assembly meetings and submit an annual management report to it, propose the amount of the base fees, and agree on the core budget.
 2. It shall appoint the DGS and set the duration of their remit. This appointment shall however have to be ratified by the General Assembly. It shall play a role in the appointment process of REDs as described in Article 6.2.8 - [page 10](#), though said appointments shall have to be ratified by the General Assembly.
 3. It shall adopt a position on whether projects or activities should be of common interest at

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249 global level, and approve the associated budgets.

- 250
- 251 4. It shall approve strategic projects for global implementation and define the related role of
- 252 Regional Assemblies in such projects.
- 253
- 254 5. It shall co-ordinate inter-regional issues of particular relevance to international transport and,
- 255 at the request of Members, assist in achieving optimum utilisation of assets.
- 256
- 257 6. It shall define UIC's strategy vis-à-vis other international organisations.
- 258
- 259 7. It shall determine the collective approach vis-à-vis the global supply industry, especially on
- 260 the issues of harmonisation of technical functions and their use at global level.
- 261
- 262 8. Acting on a proposal from the DGS, it shall determine the number of UIC Department
- 263 Directors and their areas of responsibility. The appointment of the Directors shall be carried
- 264 out in consultation with the Chair as per Article 9.1.6 - [page 15](#).
- 265
- 266 9. It shall propose amendments to the Statutes to the General Assembly.
- 267
- 268 10. It shall be empowered to take all relevant emergency measures, submitting them if need be
- 269 to the next General Assembly for ratification or holding a consultation of Members or a
- 270 written ballot, based on the same conditions as those applying to votes during meetings.
- 271
- 272 11. It shall vote on financial matters, including the budget and utilisation of fees. Its decision
- 273 shall be taken using proportional voting and subsequently ratified by the General Assembly.
- 274

275 Thus, it is the permanent contact-point of the DGS and the REDs for all strategic issues.

276 The Executive Board shall further:

- 277
- 278 - Audit the compliance of the DGS and REDs' activities with the UIC policy approved by the
 - 279 General Assembly;
 - 280
 - 281 - Perform an auditing function with regard to the implementation of decisions taken by the
 - 282 General Assembly (in particular concerning the utilisation of resources). The Executive
 - 283 Board may initiate investigations on this matter if and when necessary but has no right to
 - 284 interfere in day-to-day activities. It shall regularly inform the General Assembly, DGS and
 - 285 REDs of the findings of such audits, and may propose remedial measures to the General
 - 286 Assembly.
 - 287

288 It is informed of the status of work by the DGS and the REDs (quarterly reporting). It takes note

289 of and may comment on the annual management report and the budget drawn up by the DGS.

290

291 In addition, it should:

- 292
- 293 - Develop and recommend new global policies and worldwide strategies to be presented to
 - 294 the General Assembly for decision and approval;
 - 295
 - 296 - Identify issues of global relevance and present its recommendations to the General
 - 297 Assembly for a decision concerning whether an issue shall become a Multiregional Project.

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298 The Executive Board cannot make commitments on behalf of UIC vis-à-vis third parties.

299
300
301 At the next meeting of the General Assembly following an Executive Board meeting, the Chair
302 will report on the actions or decisions of the Executive Board.

303 304 **Art. 8 - Chair**

305 306 **8.1 - a) The Chair:**

- 307 - Shall convene and chair the meetings of the General Assembly and the Executive Board;
- 308 - Shall inform the General Assembly and the Executive Board of the current status of
- 309 technical work, summarising the reports provided by UIC HQ and the Regional Directors;
- 310 - Shall represent and promote the global strategic targets of the association to the wider
- 311 world;
- 312
- 313
- 314

315 without, however, having the right to derive any executive powers from these tasks or from
316 others mentioned elsewhere in the Statutes.

317
318 The Chair cannot make commitments on behalf of UIC vis-à-vis third parties.

319
320 However, the Chair may be specifically mandated to handle specific matters on the basis of a
321 mandate given either directly by the General Assembly or through a mandate entrusted by the
322 General Assembly to the Executive Board.

323
324 **8.1 - b) The Chair shall only be entitled to vote in the General Assembly and Executive Board**
325 if the legal entity the Chair belongs to is represented by the Chair.

326
327 Each active Member is entitled to apply for the UIC Chairmanship and, if elected by the General
328 Assembly, shall be mandated for two years. The Member may be re-elected for one subsequent
329 term of office only.

330
331 The person nominated by the Member shall be the person holding the office of CEO or an
332 equivalent position within that Member organisation. In case of his/her retirement from or
333 replacement within said Member organisation, the General Assembly shall elect his/her
334 successor for the remainder of the mandate.

335
336 **8.2 - The Vice-Chair shall perform the role of Chair in the event of the Chair's absence.**

337
338 The provisions of Article 8.1 - [page 14](#) shall accordingly apply to the Vice-Chairmanship.

339
340 In the event that the Chair is nominated from amongst the European Members, the Vice-Chair
341 shall be chosen from amongst the CEOs (or equivalent position) of the non-European Members,
342 and vice versa.

343 344 **Art. 9 - Director-General of Services**

345
346 **9.1 - The Director-General of Services (DGS) shall have sole responsibility for the management,**
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347 administration and financial performance of UIC. In accordance with the application of French
348 law however, the DGS may delegate part(s) of the powers concerned to one or more persons
349 appointed temporarily or permanently.

350
351 In particular, the DGS shall

- 352
353 1. Determine the number and tasks of the working bodies (to be approved by the General
354 Assembly as provided for by Article 5.5.15 - **page 8**) and of (special) working bodies needed
355 to implement UIC's aims (with the obligation to report to the General Assembly and to inform
356 the Executive Board).
- 357
358 2. Draw up his/her own proposals and/or implement proposals concerning issues to be studied
359 in the form of projects as decided by the General Assembly.
- 360
361 3. Report to the General Assembly and Executive Board regarding the work of these working
362 bodies for their analysis, in particular if a decision is required by the General Assembly.
- 363
364 4. Ensure the efficient working of the UIC bodies.
- 365
366 5. Propose to the General Assembly for approval an efficient operational structure for UIC HQ
367 based on the governance structure approved by the General Assembly in accordance with
368 the terms of Articles 5.3 - **page 7** and 7.5.8 - **page 13** and in particular, the number of
369 Department Directors and their areas of responsibility.
- 370
371 6. Appoint (among others) in consultation with the Chair and the two REDs the Directors of the
372 Technical Departments and inform the General Assembly and Executive Board of these
373 appointments (including their terms of contract) and terminate the contracts in the same
374 way.
- 375
376 7. Assume responsibility for public relations and representation of UIC as an association to the
377 wider world, taking action on behalf of UIC vis-à-vis third parties in all circumstances and in
378 particular, representing UIC in all legal proceedings, taking civil action and agreeing all
379 settlements.
- 380
381 8. Prepare the meetings of the General Assembly and submit an annual management report
382 to the GA; propose the amounts of the base fees and the base budgets.
- 383
384 9. Supervise and coordinate the actions of the two REDs.

385 **9.2** - Each applicant shall undergo an assessment performed by the Executive Board and
386 concluded by a ranking to be forwarded to the General Assembly for decision.

387
388 **9.3** - The DGS shall designate a person who in the event of his/her absence shall assume
389 his/her responsibilities.

390
391 **NB** : For details see Internal Regulation 2.
392
393
394
395

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3 - Working arrangements

Art. 10 - Other operational governance

10.1 - Working bodies

The technical work of UIC is mainly organised:

- in Forums studying issues concerning the respective specialised sectors of the rail business,
- in Platforms examining cross-sector issues,
- and working groups mainly investigating specific aspects of an issue.

Members of all categories may take part in the work of those working bodies which relate to their own field of activity. The conditions of participation for third parties shall be agreed on a case-by-case basis.

A three-year programme of work shall summarise the major targets of work as a guideline for the related projects of the various regions.

10.2 - Special Groups

a) Special Regional Groups (SRGs)

For common administrative issues and specific technical questions pertaining to a defined geographic region, the General Assembly shall establish Special Regional Groups (SRGs).

Each SRG shall work autonomously, though in accordance with the general and global UIC policy and strategy, and without violating law which applies to UIC as an association.

Each SRG may utilise the services of UIC HQ on the basis of a contractual relationship.

Notwithstanding this regional autonomy, each SRG shall remain part of UIC. Therefore, each SRG budget must be consolidated with the UIC corporate budget and ratified by the General Assembly.

Each SRG may raise further contributions in addition to its Regional Fee and its project-related contributions.

The SRGs are open for UIC Members, as defined in Article 2.2 - [page 2](#), only.

b) Special Groups

For specific issues which do not lie within the responsibility of the Forums and Platforms, Special Groups may be established at the proposal of the DGS and following approval by the General Assembly.

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1444 Each Special Group shall remain part of UIC.
1445
1446

1447 The conditions of participation for third parties shall be agreed on a case-by-case basis.

1448 Special Groups may be granted autonomy, in particular financial autonomy, as a result of a
1449 decision by the General Assembly and, to this end, may be authorised to raise specific
1450 contributions. Despite that, the Special Group's budget must be consolidated with the UIC
1451 corporate budget and ratified by the General Assembly.
1452

1453 **c) Insurance**

1454 For all Special Groups as mentioned in Articles 10.2.a) and b) - **page 17**, UIC HQ shall take out
1455 a general insurance policy covering group members' financial failure to respect their
1456 commitments, which shall be re-invoiced to each Special Group or SRG according to the volume
1457 of its expenditure.
1458

1459 **Art. 11 - Projects**

1460 **11.1** - A project concerns mainly studies, tests or investigations on current conditions in the
1461 sector with a view to developing new and/or improving existing expertise and with the aim of
1462 coordinating the utilisation of common technology (components) augmenting the interoperability
1463 of the rail system.
1464

1465 A so-called project sheet shall define, inter alia, a project's purpose and financial issues (budget,
1466 individual contributions of participants, conditions of payment, ownership and marketing of results,
1467 etc) and will define a duration limited in time. The preparation of a project sheet for each proposed
1468 project is obligatory. In addition, this project sheet shall be based on a feasibility study if the budget
1469 of a project exceeds the amount of EUR 100 000.
1470

1471 Project Categories:
1472

- 1473 a) Regional Projects, financed by the participating members of a specific SRG.
- 1474 b) Multiregional Projects, financed by the participating members from more than one SRG.
- 1475 c) Projects or activities^a of common interest at global level, financed by the participating
1476 members from more than one SRG.
- 1477 d) Strategic projects for global implementation, financed by the participating members
1478 from more than one SRG.

1479 a. In former statutes, the term "activity" described a project with indefinite duration. The term is no longer in use.
1480

1481 At the proposal of a Working Body, a Management Committee (if the SRG concerned has created
1482 one) or a Member, the SRG responsible shall decide on and approve an activity as a project of
1483 that region. The sole basis of the decision is the project sheet, which shall be presented in due
1484 time and with all required data.
1485

1486 If such a project is of interregional interest (proposed by a SRG, the Executive Board or the DGS),
1487 the General Assembly shall define the project leadership (responsible SRG) and shall allocate
1488
1489

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the project to a Working Body as proposed by the project sheet.

11.2 - Each project as described in Articles 11.1 a) - d) shall be managed by a Project Manager under the coordination of the responsible Technical Department.

The Project Manager reports to the Chair of the responsible Working Body.

The Technical Departments act as normal service providers for all adopted projects, subject to their available resources and the acceptance by the SRG concerned of the budget they request. In the event of conflicts arising between regions concerning the availability of technical resources, the DGS shall take the final decision.

11.3 - Each Member may participate in those projects which relate to its field of activity. The participation of third parties shall be decided on a case-by-case basis.

Participation in projects referred to under Articles 11.1.a) - **page 18** to 11.1.d) - **page 18** shall be voluntary. However, once the General Assembly or an SRG Assembly has decided to establish a project, a written commitment of participation, once given on the basis of the finalised project sheet, shall be binding as herein defined (inter alia, for the running period, the budget and the content(s) of the project).

A Member or non-Member of UIC taking part in a project may be entitled to appropriate financial compensation if they provide that project with recognised specific know-how or expertise.

11.4 - The intellectual property of the results shall remain with the project participants. Interested but non-participating Members and third parties may, however, purchase the results at reasonable conditions.

11.5 - Each project shall be included in the project budget of the SRG responsible.

No project work shall start prior to the approval of the budget.

The UIC internal controlling section shall monitor the management of projects.

In the event that called project contributions are not completely spent following the closing of a project's accounts, the remaining funds can be reimbursed to the contributing project participants proportional to their payment, or transferred to another project.

NB : For details see Internal Regulation 3.

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Annex E – Regulation 3 of the UIC Code

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1 - New Internal Regulation 3

Defines the terms of application of Part 3 of the UIC Statutes

1. Working Bodies (Forums, Platforms, Working Groups)
2. Projects
3. Common provisions and recommendations
4. Special Groups
5. Intellectual property rights

1. Working Bodies: Forums, Platforms & Working

Groups 1.1- Organisation

As provided for by Article 9.1.1 of the Statutes, the DGS shall decide on the need to establish working bodies to achieve the targets set by the General Assembly. Likewise, the DGS shall close a working body after the work has been completed or if the subject justifying its establishment has ceased to exist.

The General Assembly shall approve the list of the permanent Groups proposed by the DGS.

Each Working Body shall adopt an "organisation document" in accordance with the UIC Statutes and Internal Regulations, specifying its purpose, membership (list to be updated by 1 June of each year), organisation and working arrangements, including financial aspects and remedial measures if a member does not comply with its monetary or non-monetary obligations.

Sectors may be created within working bodies to address specific related subjects.

The work of the working bodies shall be monitored by a Department Director or by a person appointed by the DGS. The final report shall be presented to the GA at its winter meeting (and to the Executive Board for information and comment). An intermediate report shall be prepared for the summer meeting.

Unless otherwise decided by their members, Forums and Platforms shall have a Steering Committee, chaired by the Chair of the Forum or Platform. It shall serve as a link between the members on the one hand and the UIC HQ organisation and the high-level bodies on the other hand.

The (Vice-)Chair shall be appointed in accordance with Article 5.5.15 of the Statutes. In the event of his/her absence, the respective Department Director shall chair the meetings.

1.2 - Membership

All active Members may be represented in one or more Working Bodies.

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1613
- In terms of the work of the Working Body, the participating Member shall be represented by its expert(s) for the issues addressed, i.e. persons with sufficient professional experience.
 - In the plenary meetings, the representative of a Member shall be duly mandated to undertake all commitments necessary (including financial commitments when and where necessary).

1614 Associate and affiliate Members and entities which are not Members of UIC may request to take
1615 part in Working Bodies insofar as their business is related to the purpose of the Working Bodies
1616 concerned.

1617
1618 If a Member wishes to withdraw from a working body, it shall notify the Chair in writing
1619 accordingly. This withdrawal shall not release the Member from honouring the obligations
1620 undertaken in the work of the Working Body.

1621
1622 Working Bodies shall include representatives from CER, EIM and other related bodies /
1623 organisations as and when needed.

1624 **1.3 - Programme of work**

1625
1626
1627 Every three years, all Working Bodies shall present a programme of work to the General
1628 Assembly summarising their main targets as a guideline for the project work of that Working
1629 Body.

1630
1631 On the basis of this triennial programme of work, and with reference either to former projects or
1632 as an extension of ongoing activities, the Working Bodies may propose:

- 1633
1634
1635
1636
1637
1638
- Regional Projects to the SRG concerned (Article 11.1.a),
 - Projects as defined under Articles 11.1.b) - 11.1.d) both to the SRGs concerned and to the General Assembly.

1639 In particular, projects may culminate in:

- 1640
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- proposals for standards or specifications intended for bodies legally empowered to draw up or validate such standards or specifications;
 - technical studies, reports or other documents produced for trade associations (infrastructure or other railway or transport associations);
 - "common provisions" and "recommendations" for Members.

1649 **1.4 - Meetings**

1650
1651 The plenary meetings of Working Bodies shall be held at least once a year. They shall be
1652 prepared by the Steering Committee if such a committee has been set up under the provisions
1653 of the organisation document.

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1654 These meetings, as well as the structures set up (sectors), shall use the logistics services and
1655 facilities needed to hold these meetings, within reasonable financial limits (in particular for
1656 interpretation and translation needs). Simultaneous interpretation shall be reserved for plenary
1657 meetings. If they consider it necessary, working bodies may have recourse to a larger number of
1658 facilities, in which case they shall bear the cost of these directly.

1660 Members shall bear the costs connected with their participation in all meetings of a Working Body,
1661 the only exemption being that a Member may apply for support from the Solidarity Fund on the
1662 basis of defined conditions.
1663

1664 Plenary meetings can be held elsewhere at the invitation of a participant in the Working Body, in
1665 which case the host Member and possibly other Members shall cover the additional cost
1666 incurred, in particular travel costs and subsistence allowance for any interpretation staff needed.
1667

1668 Costs for meetings held as part of projects shall be financed from the budget for these projects.

1669 Certain meetings may be held by teleconference or video conference in order to reduce travel
1670 costs.

1671 **1.5 - Voting**

1672 Members shall take part in voting with the number of votes held at the Regional or General
1673 Assembly depending on the case, for those of their activities concerned:
1674

- 1675 - Motions shall be carried on the basis of a majority of votes cast;
- 1676 - When votes are split evenly, the Chair shall hold the casting vote;
- 1677 - The Working Body may validly deliberate only if a quorum of at least half of its members
1678 representing at least half of the number of votes is present or represented;
- 1679 - It may also hold a vote on a proposal by correspondence.
1680
1681
1682
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1684

1685 **1.6 - Financing**

1686 The running costs of Forums and Platforms are covered by the Core Fee, as are the costs of
1687 plenary meetings and meetings of the Steering Committees (if established) of Permanent
1688 Groups.
1689

1690 All other costs shall be covered by the project budgets concerned.
1691

1692 The respective Technical Director shall be responsible for the utilisation of resources. In the event
1693 that an additional fee payment is necessary to cover a budget shortfall, such extra contributions
1694 shall be proposed by the DGS to the GA and shall require its approval.
1695
1696

1697 **2. Projects**

1698

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The following provisions shall apply to all projects as defined under Article 11.1 of the Statutes.

2.1 - Setting up of projects

a) Initiative

The initiative for a project may originate from any UIC body as well as from Members, either directly or through other representative entities.

b) Preparatory work

1. Feasibility Study

A "Feasibility Study Group", composed of persons chosen primarily from among the representatives of the UIC Members which have shown interest in the project and placed under the responsibility of the relevant UIC Technical Director, shall prepare a feasibility study.

The feasibility study shall be mandatory if a project budget exceeds the amount of EUR 100 000. Consequently, the splitting of projects, with the aim of lowering the budget, shall not be permitted.

Irrespective of the budget of a project, a feasibility study may be executed if the interested members deem it necessary.

The study shall take account of all existing work already done on the subject within UIC or outside UIC providing some basic information for the draft project sheet so as to avoid double work.

2. Project sheet

The project sheet of a project shall contain at least the following information:

- Project objectives, characteristics and deliverables including a cost-benefit analysis;
- Participation of any entities not part of UIC, and the conditions governing their participation;
- Expected duration and annual programme of work. If the project spans a long period of time or is costly, the project may be split up into several stages. Nonetheless, an overall view of the project must be provided at the outset;
- Number and qualification of the staff needed full time or part time;
- Project Management Group including, in particular:
 - the relevant Technical Director or another person appointed by the DGS at the proposal of the Regional Director. This person shall be the Project Director,
 - Project Manager responsible for the operational, administrative and financial management of the project,
 - in addition, for multiregional projects: project leadership (responsible SRG and most suitable Working Body).

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- Funding:

- amount of expenditure and financial resources to be budgeted, with an estimate per year and/ or per phase,
- conditions of remuneration for the contribution of certain Members with specific expertise,
- the apportionment key for the division of funding among Members,
- any subsidies envisaged.

c) Decision-making procedure in the Working Body

Participation in projects is voluntary. A Working Body may, however, determine in its "organisation document" that on the basis of defined conditions, participation is compulsory (if applicable, this condition must be referred to in the final project sheet).

The decision of the Working Body shall be based on the draft project sheet. Each Member agreeing to participate shall give its consent in writing (list of signatures to be attached to the project budget). This commitment shall be binding, inter alia, for the complete running period, the work load and the financial obligations as stated by the project sheet, subject to the condition that the SRG Assembly concerned approves the project.

If a vote is held in the relevant Working Body, the decision shall be taken on the basis of a majority of votes cast by the Members which will take part in the project.

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d) Approval procedure for regional projects

The complete project sheet finalised following the decision of the respective Working Body shall serve as the basis for a decision by the SRG Assembly concerned and the project's probable recommendation to the GA as a Regional Project.

The Management Committee, if there is one, may be involved as provided for by the regional Internal Regulations.

The approval of a project concerns, inter alia, its complete running period, the overall budget and the full work load as defined in the project sheet. Once a project is approved, it shall not be submitted for approval again.

e) Approval procedure for multiregional projects

In the light of the project sheet and bearing in mind the opinion of its Management Committee (if any), the Regional Assembly shall decide whether after approval a project should be also recommended as a project as defined under Articles 11.1.b) - 11.1.d) to the other SRGs and the General Assembly for decision.

The Executive Board shall be informed by the responsible Regional Director and may comment on the project.

The General Assembly shall decide to launch the project on the basis of a simple majority if all the Regions concerned support and are committed to the project.

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1796 The final approval of a project concerns, inter alia, its complete running period, the overall budget
1797 and the full work load as defined in the project sheet. Once a project is approved it shall not be
1798 submitted for approval again.
1799

1800 **f) Exemption from participation in projects**

1801 Unless passed by a unanimous decision, participation in a project is always voluntary.
1802 Consequently, no exemptions shall be granted.
1803

1804 **g) Opting out**

1805 Opting out of a project during its running period as defined by the project sheet shall be possible
1806 only if:
1807

- 1808 1. The opting out takes place at the end of a functional phase, which must be defined in the
1809 project sheet and which is self-sufficient in itself; albeit with the help of the previous
1810 phase(s);
- 1811 2. And the participant concerned has met all its financial obligations;
- 1812 3. And with regard to non-monetary obligations, the participant has undertaken remedial
1813 measures of the same level.
1814

1815 **h) Opting in**

1816 Any Member wishing to join a project which is already running shall be considered as an initial
1817 participant with all the associated rights and obligations, on condition that less than half the
1818 proposed project duration has elapsed (at a later point in time, the approval of 75 percent of the
1819 participants is required). The project contributions shall be reviewed in the light of the increased
1820 number of participants.
1821

1822 **i) Access to results**

1823 Non-participating Members and interested third parties may gain access to the results at
1824 reasonable conditions as defined in the relevant project documentation.
1825

1826 However, on the basis of unanimous agreement between the members participating in the
1827 development of a leaflet, and with approval of the General Assembly, a leaflet may be
1828 established as a set of common provisions or recommendations (status of being "generally
1829 recommended"). In such a case, all members shall have free access to the results.
1830

1831 This provision applies also to older leaflets requiring an update of more than 3/4 of their pages.
1832

1833 **2.2 - Project management**

1834 **a) Project monitoring**

1835 Progress shall be monitored as follows:
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- Project Directors shall prepare an annual progress report on projects under their responsibility for the SRG Assembly and the participating regional Members for regional projects, or for the General Assembly and the participating Members for all other project categories (also informing the Executive Board of the latter). This information shall be summarised in an activity report produced on 31 December of the year in course and sent to UIC Headquarters by 30 January of the following year.
Depending on the nature of the project and under the UIC internal management reporting system, more frequent reporting may be requested.

854 Audits on the financial evolution of the project and its management may be instigated by the
855 Project Manager, the Project Director, the Regional Director, the DGS or the Executive Board.

856 **b) Project funding**

857
858
859 In January, UIC Headquarters shall call in the funds to cover funding needs for the year Y. The
860 funds called in shall take account of anticipated balances remaining at the end of the year Y - 1.

861
862 Payments shall be made to UIC Headquarters by the 15th day of the month following the call for
863 funds. UIC Members belonging to the Central Clearing House (BCC) may be debited by the
864 latter.

865 **c) Project execution**

866 **1. Contracts and agreements for the provision of services**

867
868 Contracts and agreements required for the execution of a project shall be signed by the DGS
869 when their total amount is in excess of EUR 300 000.

870
871 The relevant Project Director shall be empowered by delegation of authority from the DGS to
872 sign contracts and agreements for amounts less than or equal to EUR 300 000 (monthly
873 information of the DGS).

874
875 However, for contracts of less than EUR 5 000, the relevant Project Director may sub-delegate
876 his authority to the Project Manager.

877
878 Contracts and agreements must be signed before the corresponding work begins. In addition to
879 public policy rules concerning competition law and public procurements, the Project Director
880 shall pay

881
882 particular attention to ensuring that calls for tenders are issued as widely as possible among both
883 UIC Members able to provide the services needed and among reputed external bodies.

884 **2. Timescale**

885
886 All project budgets for the year Y+1 shall be approved by the responsible bodies not later than
887 July of the year Y.

888 **3. Personnel needed**

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892 During the execution of the project, staff may be called upon to work under the responsibility of
893 the Project Manager. This staff may be:

894
895
896 - Personnel of UIC Members

897
898 A secondment or release agreement sets out the financial conditions for secondment or release
899 of staff. This agreement shall be signed by the DGS.

900
901 - UIC personnel

902
903 The time that UIC Headquarters staff spends on a project shall be charged to the project, together
904 with their travel expenses and subsistence allowances.

905
906 Unless otherwise stated in the project sheet, the responsibility assumed by the Project Director
907 and the time he/she spends on the project shall not be charged to the project. Only travel
908 expenses and business expenses shall be charged to the project.

909
910 All services provided by UIC (work of Senior Advisers, IT services, typing, printing, accountancy,
911 room hire, language services, etc.) shall be charged to the project.

912
913 - External staff

914
915 Should external staff be brought in for the execution of the project, the contract of employment
916 shall be signed for UIC by the DGS. However, if it is for a purely Regional project funded entirely
917 by Regional Members, the contract shall be signed by the Regional Director and ratified by the
918 DGS.

919 920 4. Financial management and accounting

921
922 The Project Manager shall be in charge of the financial management of project work, under the
923 responsibility of the Project Director and in accordance with the applicable rules (still to be
924 defined), and in agreement with the UIC auditors.

925
926 A financial result at 31 December of the year Y shall be appended to the Project Director's
927 annual report.

928
929 Interim statements shall be produced for projects monitored more frequently than the minimum
930 annual frequency.

931
932 Financial monitoring of spending shall be performed regularly as part of the process of financial
933 reporting on project progress.

934 **d) Accounting and budgetary controlling**

935
936 The internal financial reporting section under the responsibility of the DGS shall be in charge of
937 the budgetary controlling of projects. A report shall be submitted annually to the Audit and
938 Budget Committee on this remit.
939

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1940 The objective of financial reporting is to ensure cohesion between the work done and the funding
1941 earmarked for a project, ascertain that procedures are observed and in particular, monitor
1942 spending.

1943
1944 It serves to advise Project Directors and Project Managers and is used to monitor the quality of
1945 budgetary reporting and the sound use of the information by project managers.

1946
1947 The financial results of projects, certified by the UIC statutory auditors, shall be submitted
1948 annually to the Audit and Budget Committee at the same time as those of UIC Headquarters.

1949 **2.3 - Reserve fund**

1950
1951 At the decision of the SRG Assembly, a regional reserve fund may be established under the
1952 responsibility of the Regional Director, in order to finance feasibility studies and urgent Regional
1953 Projects.

1954
1955 At the decision of the GA, a global reserve fund may be established under the responsibility of
1956 the DGS, in order to finance further action, though only if the regional preparations of a project
1957 require extension or if there are very urgent matters.

1958
1959 The DGS / the responsible Regional Director shall be accountable to the General Assembly /
1960 SRG Assemblies respectively for the management of any reserve funds made available.

1961
1962 At the end of each year, any study initiated during the financial year Y - 1 involving the setting up
1963 of a project during the year Y for which the budget may cover the cost of the initial study, will be
1964 reported in a recap of expenditure funded out of the reserve fund for the year Y - 1. The amount
1965 involved may be debited from the project budget for the year Y if need be, and returned to the
1966 reserve fund for the year Y.

1967
1968 The amount available in the reserve fund for a given year will therefore consist of:

- 1969
1970
- 1971 - the balance remaining from funds called in from Members in the previous year,
 - 1972 - the funds called in from Members for the financial year.
- 1973
1974

1975 **2.4 - Solidarity Fund**

1976
1977 Members may not be able to afford their active participation in a project in addition to their
1978 membership fees.

1979
1980 These Members may apply for financial support from the Solidarity Fund by substantiating their
1981 request, to be submitted in writing to the DGS and the responsible Regional Director.

1982
1983 The fund is managed by the DGS. Decisions on supporting measures shall, however, be taken
1984 only after discussion with the Regional Director responsible for the applicant Member.

1985
1986 Support shall be granted only for the travel expenses (cheapest class) and hotel accommodation
1987 (** hotel, day(s) of meeting plus one day) of experts when participating in the meetings of the
1988 working

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bodies (plenary meetings, meetings of the steering body if an appointed member) and /or the meetings of the project concerned.

Their costs shall be refunded by UIC on the basis of the original documents only, which shall be presented to UIC within 6 months of the meeting. The money shall be transferred to the Member company within 3 months of receipt of full documentation. All payment in cash or refunds to an individual person shall be prohibited. If, however, UIC and the respective Member have agreed on special arrangements for the payment of fees, these arrangements may also be used for the at-cost refunding of travel expenses.

With the reservation of the applying national law each Member shall support the Solidarity Fund.

For each business year, the General Assembly shall decide on and approve the amount of money to be made available to the Solidarity Fund. The amount shall be geared to meeting needs but shall never exceed 2 % of the overall amount of the Core Fee.

3. Common provisions and recommendations

Work carried out for projects may foster technical improvements or technical cooperation.

The Department Director, in coordination with the Regional Director or the person appointed by the DGS to take charge of a project, may propose :

- "common provisions" for all UIC Members able to apply them including any associate and affiliate Members, unless it is specified to which UIC Members these provisions apply and for which Members they are not relevant for technical reasons or due to special circumstances,
- "recommendations" for UIC Members able to apply them including any associate and affiliate Members.

3.1 - Common provisions

a) To adopt a common provision, the DGS shall initiate the procedure among all UIC Members for which the provision is relevant, indicating also the number of votes each Member holds.

These Members shall be advised of the enquiry at the highest level in their organisation (Chairman, Managing Director, Chief Executive, etc.).

When making the proposal, the DGS shall ask Members to advise him/her of their agreement with or opposition to the proposal and of any observations regarding the substance of the proposal or its qualification as a common provision.

He/she shall also ask them to advise him/her as to whether they are in a position whereby they themselves do not have the authority to apply the common provision proposed because in their country the matter falls within the regulatory field or within the prerogatives of a national or international public authority.

Members shall have two months to reply; if there is no reply within this period, the DGS shall

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2038 introduce the common provision.

2039
2040 b) The conditions required to approve a common provision shall be fulfilled when, with over
2041 4/5ths of the votes cast during the enquiry by the Members consulted, the prerequisites for the
2042 common provision are met, which shall be considered as an approval.

2043 If, with a minimum of 1/5th of the votes, the prior conditions are not met, the proposal may not
2044 be qualified as a common provision for UIC Members, but may be qualified as a
2045 recommendation.

2046
2047 The DGS may subsequently propose a different common provision, in particular on the basis of
2048 the observations made during the enquiry, which shall then give rise to another enquiry.

2049
2050 c) If less than 1/5th of the votes are opposed to the common provision, the DGS shall have the
2051 Department Director or the person responsible appointed by UIC Headquarters prepare the
2052 document (UIC leaflet) formalising this common provision.

2053
2054 UIC Members shall agree that if 4/5ths of the Members replying to the enquiry meet the conditions
2055 for implementing the common provision proposed, all Members concerned by this provision shall
2056 apply the document, subject to any authorisation by the relevant authorities.

2057
2058 d) If one of the Members concerned does not have the authority to apply this common provision
2059 itself without obtaining authorisation from the relevant authorities, it must undertake to obtain
2060 this authorisation with due diligence.

2061
2062 As soon as these authorities have taken their decision, the relevant Member shall advise the
2063 DGS accordingly and the latter shall duly inform all UIC Members applying the same common
2064 provision.

2065
2066 e) UIC leaflets shall be updated under the responsibility of the Department Director or the
2067 person appointed by UIC Headquarters. If one or more Members wish(es) to modify a common
2068 provision, they shall refer the request to UIC Headquarters.

2069 2070 **3.2 - Recommendations**

2071
2072 a) The DGS shall have the Department Director or the appointed person record the
2073 recommendations in the appropriate document (UIC leaflet) and circulate this document among
2074 all UIC Members likely to apply it.

2075
2076 Members applying the document shall advise the DGS six months in advance of the date on
2077 which their decision will take effect.

2078
2079 If a Member later decides to cease application of the recommendation, it shall inform the DGS
2080 six months in advance of the date on which its decision shall take effect.

2081
2082 In both cases, the DGS shall inform the other UIC Members concerned accordingly.

2083
2084 b) If one or more Members wish(es) to modify a recommendation, they shall refer the matter to
2085 UIC Headquarters.

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2086 If the amendment envisaged consists of transforming the recommendation into a common
2087 provision, the procedures set out in the common provisions shall apply.
2088

2089 **4. Special Groups**

2090 **4.1 - Creation and disbandment**

2091 a) UIC Members who wish to study jointly and at their own cost certain subjects not addressed by
2092 UIC working bodies may set up a Special Group.
2093

2094 The relevant Members shall refer the matter to the DGS. In the light of the draft internal regulations
2095 for the Special Group and insofar as it complies with the Statutes and the general objectives of
2096 UIC, the DGS shall decide to set up the Special Group.

2097 At the same time as the Special Group is set up, the DGS shall appoint the UIC Director who
2098 will monitor the Special Group and represent UIC in the group.

2099 b) Companies or entities which are not Members of UIC may take part in the work and in the
2100 meetings of Special Groups. The conditions governing such participation shall be specified in
2101 the internal regulations of the relevant Special Group.

2102 c) When the reasons for which a Special Group has been set up cease to exist or when the
2103 remit of the group has been completed, the DGS shall disband the group.

2104 **4.2 - Working methods**

2105 a) Internal Regulations

2106 Special Groups themselves shall draw up, approve and revise the internal regulations in which
2107 they define their organisational arrangements and working methods.

2108 Any change which might substantially modify the purpose of a group must be notified to the DGS,
2109 who shall judge the attitude to adopt.

2110 b) Financial measures

2111 If the Special Group must commit expenditure, it may request financial autonomy, which requires
2112 a decision by the General Assembly. Expenditure shall then be financed by the contributions of
2113 a group's members and shall not be a part of the UIC budget. Each Special Group may also
2114 have its own budget which it itself shall establish and approve. It shall be responsible for
2115 monitoring the use of this budget. However, since a Special Group remains part of UIC, its budget
2116 must be consolidated with the annual corporate budget.

2117 In addition, this autonomy shall not prevent the involvement of the UIC management controlling
2118 function at any stage in the group's work in order to ensure that the proper procedures are
2119 observed, in particular financial procedures.

2120 By 30 April each year, each Special Group shall send UIC Headquarters the financial result for
2121 the previous year so that it may be audited and certified by the UIC auditors.

2122 Regarding those projects which it wishes to have recognised as being of common interest, the
2123 Special Group shall send them to UIC Headquarters, which shall provide liaison.

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2124 c) Delegation of authority

2125 The General Assembly shall delegate authority to the Chair of this group. When necessary, this
2126 authority may be confined to the signature of certain specific legal acts, or may be of a more
2127 general nature for the purpose of entering into all contracts instituting any legal proceedings
2128 related to the tasks of the group.

2129 Members participating in Special Groups shall bear the financial consequences which might
2130 result from legal acts signed under such delegated authority. The Internal Regulations of the
2131 group must contain provisions to this effect.

2132 **4.3 - Work of Special Groups**

2133
2134 Special Groups may ask Headquarters to perform certain tasks on their behalf; similarly, the DGS
2135 may ask a Special Group to carry out certain studies. These requests shall be the subject of
2136 special agreements (specifying the financial arrangements in particular) between UIC
2137 Headquarters and the relevant Special Group.
2138

2139 The Special Groups shall keep the DGS informed of their work for the information of the relevant
2140 UIC bodies and of Members, in particular by sending him/her the agendas and minutes of
2141 meetings. They shall invite his/her representative to their meetings.
2142

2143 **5. Intellectual property rights**

2144
2145 a) Contributions in expertise or knowledge

2146
2147 The conditions governing remuneration for and the legal ownership of such contributions
2148 (licence, for example) shall be defined on a case-by-case basis, and specified in the financial
2149 provisions of the leaflet for the project.
2150

2151 b) Intellectual creations resulting from work specific to UIC

2152
2153 Intellectual creations arising from work specific to UIC, i.e. work produced by the Association,
2154 shall by law be the property of UIC, acting on behalf of its Members as provided for by the
2155 Statutes.
2156

2157 The UIC shall be responsible for all the requisite legal protection as well as for any circulation and
2158 sale of these intellectual creations.
2159

2160 c) Intellectual creations resulting from projects

2161
2162 Intellectual creations produced in the context of projects shall be considered to be the property
2163 of the UIC Members and non-Members taking part in the relevant projects. UIC shall exercise
2164 the resulting rights on behalf of and in the interest of these Members and other participants.
2165

2166 The legal protection to be put in place and its financial impact shall be set out in the relevant
2167 project sheet, and any further details may be added in the course of the project. UIC
2168 Headquarters shall set the necessary procedures in motion to ensure this legal protection.
2169

2170 Unless otherwise specified in the project sheet, the participants in a project shall have the right

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to use the relevant creations for their own needs free of charge, or for a fee proportional to their participation.

Rights of use shall be granted by UIC Headquarters to Members which have not taken part in funding and to interested third parties (licence contract) in return for payment of a reasonable fee and / or at other reasonable conditions.

The amounts received on this basis shall be deducted from the expenditure incurred for the relevant project.