

CHAPTER I
OBJECT, SCOPE OF APPLICATION, TERMINATION,
FURTHER DEVELOPMENT OF THE CONTRACT,
DISCONTINUANCE OF BEING A SIGNATORY

(...)

Article 3: Termination

3.1. Any signatory may withdraw from this contract at the end of each calendar year subject to notice of at least six months in a written declaration to be sent to the GCU Bureau. Termination and the date from which it becomes effective shall be published by the GCU Bureau together with notified to signatories through the quarterly list referred to in Article 2.4.

3.2. In addition, any signatory having voted against a proposed modification of the contract may withdraw from the contract as of the entering into force of such modification by a written declaration to be sent to the GCU Bureau within six weeks after adoption of the modification by the majority of the signatories.

(...)

APPENDIX 8 TO THE GENERAL CONTRACT OF USE FOR WAGONS

INTERNAL REGULATION FOR THE APPLICATION AND FURTHER DEVELOPMENT OF THE GCU

Preamble

Part I of this Appendix contains provisions regarding the GCU Bureau.

Part II describes the organisational arrangements adopted by the associations involved in the establishment of the GCU for monitoring the application of the GCU and facilitating its further development.

I. The GCU Bureau

1. The tasks of the GCU Bureau as set out in Articles 2 to 4 of the GCU shall be transferred to a trustee to be known as the GCU Bureau. This trustee may be a physical or a legal person. The GCU Bureau shall be located in Brussels.

The trustee shall take equal account of the interests of wagon keepers and RUs and assume a neutral position in potential conflicts of interest between wagon keepers and RUs.

- ~~2. Mr Pierre Reinhardt is hereby appointed to be the first trustee for the period until 31.12.2008. If for whichever reason Mr Pierre Reinhardt should not be able to take office as of 1st July 2006, the Joint Committee (see Part II below) has the right and the duty, in good time before 1st July 2006, to appoint another physical or legal person to be the first trustee until 31.12.2008, and to allow him to set up office at a location other than Brussels, if this is necessary to ensure the functioning of the GCU Bureau. This term may be renewed.~~

2. For Starting with the period commencing 1 January 2009, the trustee shall be proposed by the Joint Committee (see Part II below) for a term of three years. This appointment shall be confirmed unless it is opposed by more than half the signatories within three one months after the proposal has been sent out to the signatories. The term may be renewed.

If the Joint Committee fails to make a proposal at the latest three months before the deadline for appointing the trustee, other proposals may be submitted by the signatories, providing they have the written support of at least 50 signatories. Proposals made in this way shall be accepted unless opposed by more than half the signatories within three months after the proposal has been sent out to the signatories. If several such proposals are submitted by signatories, the proposal that meets with the least number of objections shall be accepted.

The trustee in office – or alternatively the signatory with the largest number of wagons from the list of signatories – shall inform all signatories of the proposal from the Joint Committee or alternatively from the signatories. It shall collect up the replies received from the signatories, count them and announce the result to all signatories. The procedure to be followed is set out in points 8 and 9.

3. The Joint Committee or a group of more than half of the signatories may propose an early termination of the trustee's term, if there are significant reasons to do so. This termination shall be effective unless it is opposed by more than half the signatories within ~~three~~one months after the proposal has been sent out to the signatories. The procedure shall be as set out in point 2, paragraph 43, with the signatory mentioned there acting in place of the trustee whose term is provisionally terminated.

"Significant reasons" shall mean in particular a failure on the part of the trustee to meet its duty of neutrality.

4. The trustee shall take on the staff necessary for running the GCU Bureau and fit out the office as necessary. The staff must have a proper command of the three languages of the contract as specified in Article 34 of the GCU.
5. The GCU Bureau shall be responsible for translating the GCU (and its appendices) into the three languages, together with any proposed amendments.

It shall publish ~~and distribute~~ the GCU and any amendments thereto on a designated website.

It shall also publish the list of signatories ~~and notify any changes of address of which it is informed by members on~~ the same website.

The list of signatories shall be structured as follows, based on the information provided by the signatories:

- Group 1: Signatories that are RUs, with the number of tonne-kilometres they recorded in the last published business year;
- Group 2: Signatories that are not RUs, with the number of wagons which they are the keeper of and that can be used by other signatories; this group also includes wagon keepers that are legally independent majority participations of RUs, if their main business objective is the marketing (e.g. by leasing) of the wagons to third parties;
- Group 3: Signatories that are RUs, with the number of wagons which they are the keeper of and that can be used by other signatories; this group also includes wagon keepers that are not RUs themselves but are legally independent majority participations of RUs, if their main business objective is the provision of wagons for these RUs.

6. The GCU Bureau shall ~~pass on~~notify all signatories of requests for amendments and additions to the GCU (proposed changes) ~~to all signatories, providing provided~~ the conditions set out in point 7 are met.

7. Signatories may submit proposals for amendment to the GCU Bureau. ~~Also the~~ associations ~~that have an interest in the further development of the GCU~~represented in the Joint Committee may make recommendations for amendments or additions to the GCU to the Joint Committee. These recommendations can then be adopted as proposals by unanimous consent of the signatories~~Joint Committee and submitted to the GCU Bureau. Proposals should be submitted in one of the three languages of the contract.~~

Any proposal ~~of this kind~~ requires either the support of at least 25 signatories or the unanimous consent of the Joint Committee. Proposals must be submitted in one of the three languages of the contract and~~Proposals~~ must include the reasons for the proposed change, with an indication of the article or appendix concerned. The GCU Bureau shall check that proposals have all the required elements; incomplete proposals shall be rejected.

8. The GCU Bureau shall ~~send-publish~~ proposed amendments on the website referred to in point 5 above and notify ~~to~~ all signatories by e-mail in the three languages of the contract of the fact of the publication within four weeks after receipt of a complete amendment proposal ~~by all three means of communication as notified by the signatories (letter, fax, e-mail) for approval~~. Each signatory shall be responsible ~~inform~~ to provide a valid e-mail address to the GCU BureauOffice for the purpose of receiving notifications of its means of communication, indicating a contact person for inclusion in the list of signatories. Hardcopies of amendment proposals will only be provided by the GCU Bureau if expressly requested by a signatory.

9. Signatories ~~shall reply~~ who do not agree with the proposed amendments must declare this in writing ~~by letter, fax or e-mail to the GCU Bureau~~ within three months after the notification of the proposed amendments has ~~ve~~ been sent out by e-mail. Any signatory that has not ~~replied-declared disagreement~~ by the end of this period shall be considered to have agreed to the proposal.

10. Proposals shall be adopted if none of the signatories have opposed them within the prescribed time period or if, in each of the groups referred to in point 5 paragraph 4, they obtain the support of at least three-quarters of the signatories in the corresponding group representing at the same time at least three-quarters of the total tonne-kilometres or wagons in the group in question.

11. ~~Once adopted, proposed~~ Adopted amendments to the GCU ~~are~~ shall be published on the website referred to in point 5 above in the form of amendment sheets ~~and the fact of the adoption shall be~~ notified by e-mail to all signatories by the GCU Bureau within 1 week after adoption.

Amendments that are adopted unanimously shall enter into force on the date specified in the corresponding proposal; if no date is mentioned, they shall enter into force three months after ~~being notified to all signatories~~ adoption.

Amendments of the GCU adopted without unanimity shall enter into force the first day of the month following a period of six months after adoption ~~on 1 January of a given year, at the earliest seven months after being notified to signatories~~.

Amendments and additions shall also be binding on signatories that did not ~~vote in favour of~~ agree with them, unless the signatories in question decide to withdraw from the contract in accordance with Article 3 of the GCU.

When proposals are not carried, the GCU Bureau shall also announce the result on the website and notify the signatories by e-mail.

12. The running costs of the GCU Bureau, in particular the trustee's costs for his own activities, staff, equipment and day-to-day running of the GCU Bureau, shall be covered by the signatories.

The GCU Bureau shall draw up an annual budget ~~sufficiently far in advance~~ at least four months before the end of each year and have it approved by the auditors referred to in point 13. Once the budget is approved, the GCU Bureau shall be entitled to call in advance contributions from the signatories ~~every six months~~. Within three months of the end of each calendar year it shall submit its books to the auditors and, once the accounts have been approved by the latter, send each signatory a final invoice. Cash advances that have not been used up in the average amount of less than 100 EUR per signatory shall not be repaid separately but be taken into account in the next cash advance.

50 per cent of the costs referred to in paragraph 1 shall be divided equally among the signatories and 50 per cent shared out on a variable basis according to the number of wagons taken into account in point 5.

13. The annual accounts of the GCU Bureau shall be checked by two auditors. The result of the audit shall be ~~notified to all signatories~~ published on the website referred to in point 5 above.

~~Mr Xavier Ducluzeau and Mr Marcus Gersinske are hereby appointed to be the first auditors for the period until 31.12.2008.~~

~~For Starting with~~ the period commencing 1 January 2009, the Joint Committee shall propose the auditors for a period of three years. They shall be appointed unless more than half the signatories opposes this proposal under the procedure set out in point 2, paragraph 42.

If the Joint Committee fails to make a proposal for the appointment of auditors in good time, the procedure set out in point 2 paragraph 3 shall be followed.

II. The Joint Committee

1. UIP, UIC and ERFA shall together take on the task of applying, promoting and further developing the GCU. To this end, they shall form a Joint Committee made up of representatives from the three associations. UIP and UIC shall each appoint five members to the Joint Committee and ERFA two members.

2. ~~The Two Co-Chairman Chairmen~~ of the Joint Committee shall be chosen from among its members for a three-year term of office. ~~The position shall be held alternately by~~ One Co-Chairman shall be a representative of UIP, the other one a representative of or UIC/ERFA.

The Joint Committee shall meet as and when required, though at least once a year.

3. The Joint Committee shall keep in touch with the GCU Bureau. Its decisions shall be taken unanimously.

The Joint Committee shall:

- propose the trustee to take on the tasks of the GCU Bureau and where necessary propose to terminate its term with immediate effect. The same shall apply to the auditors;
- ~~decide on recommendations~~ make proposals for amendments and additions to the GCU;
- review all questions of common interest in connection with the GCU and set up ad hoc groups where necessary;
- decide whether or not to accept the petitions of other associations representing RUs or wagon keepers to be admitted to the Joint Committee, as well as on changes of points 1 and 2 related thereto. Of such decisions the signatories shall be informed via the GCU Bureau.

4. The associations represented on the Joint Committee shall seek to ensure that when GCU signatories who are members of their associations make proposals for amendments, these are channelled first via their association to the Joint Committee, which can then discuss, finalise and decide on them and thereby encourage the achievement of a majority.

The associations shall also channel their own proposed amendments to the GCU via the Joint Committee.

~~Proposals and suggestions shall be discussed by the Joint Committee and sent to the GCU Bureau once they have been agreed and formally adopted by 25 GCU signatories.~~

5. The Joint Committee shall establish a permanent group of experts under its supervision with the following duties:
 - drafting position papers on questions referred to it by the Joint Committee, particularly as regards the interpretation and application of the GCU,
 - reviewing proposed amendments to the GCU,
 - conducting arbitration at the joint request of the parties to a dispute.