

## Proposed amendment to the GCU Articles 7, 12, 15 and 19 and Appendix 2

### Amendment history

Amendment made by	Date	Paragraph	Amendment
ECM in the GCU working group	20/03/2025		Drafted
Continuation after Joint Committee meeting in June 2025			
Extra working group	14/08/2025		updated version to be agreed in the associations by 20 <sup>th</sup> August 2025
Extra working group	28/08/2025		updated version to be agreed in the associations by 11 <sup>th</sup> September 2025
Extra working group	08/09/2025		Agreement of take out modification of Appendix 6 of this amendment and make a new one exclusively for Appendix 6. Updated version to be agreed in the associations by 11 <sup>th</sup> September 2025
Final version	30/09/2025		

<b>Title:</b>	ECM in the GCU - necessary adjustments to ensure legal compliance
<b>Proposed amendment made by (RU/keeper/other body):</b>	Special working group (ERFA, UIC, UIP) for ECM in the GCU
<b>Proposed amendment concerns:</b>	<input checked="" type="checkbox"/> Article 7 <input checked="" type="checkbox"/> Article 12 <input checked="" type="checkbox"/> Article 15 <input checked="" type="checkbox"/> Article 19 <input checked="" type="checkbox"/> Appendix 2
<b>Proposer:</b>	ECM in the GCU working group
<b>Location, date:</b>	Remote, 28/08/2025
<b>Concise description:</b>	<p>With Implementing Regulation (EU) 2019/779 and after consultation with the safety authorities, the GCU needs to be adapted in order to continue to ensure legal certainty.</p> <p>This will be carried out by amending Articles 7, 12, 15, and 19 and Appendix 2</p>

**1. Starting point (current situation):****1.1. Introduction**

Contractual adjustments were already made to the GCU when the first ECM Regulation was introduced. Following intensive discussions with ERA and the national safety authorities, the working group set up by ERFA, UIC, and UIP aims to further develop the contract and make it easier to understand.

**1.2. Mode of operation**

Within the framework of the GCU, the RUs shall arrange for the wagons to have their fitness to run restored, if this is necessary. This process has been in place since 2006, but a clarification of the different roles in accordance with the current ECM Regulation is required. The new version of the GCU as of 1 January 2026 ensures that the existing process of restoring the fitness to run remains valid, but also that those involved in the process have a better coordination, and that they better describe and follow the "en route repair" in their respective processes.

**1.3. Anomaly/description of problem:**

According to current assessments, the restoration of fitness to run within the framework of the GCU is no longer 100% in line with the ECM Regulation. An expert group is working to precisely redefine the GCU in order to continue to guarantee its legal certainty.

The amendments to Articles 7, 12, 15 and 19 and Appendix 2 are intended to increase this legal certainty. With these changes, the contractual partners in the GCU may also have to adapt their processes and, if necessary, modify their contracts with their auxiliaries.

To facilitate the exchanges of information related to those changes, ERFA, UIC and UIP will make all efforts to adapt the GCU Broker IT Platform to support the implementation of the new processes by the signatories.

**1.4. Does this concern a recognised code of practice\* (e.g. DIN, EN)?**

☒ No ☐ Yes (state which):

\* "Code of practice: a written set of rules that, when correctly applied, can be used to control one or more specific hazards." (source: Regulation EC 402/2013, Article 3)

"Technical provisions laid down in writing or conveyed verbally and pertaining to procedures, equipment and modes of operation which are generally agreed by the populations concerned (specialists, users, consumer and public authorities) to be suitable for achieving the objective prescribed by law, and which have either proven their worth in practice or, it is generally agreed, are likely to within a reasonable period of time" (translation/source: BMJ Handbuch der Rechtsförmlichkeit – German Ministry of Justice)

**2. Target situation****2.1. Elimination of anomaly/problem (goal)**

The GCU defines the expression "detach a wagon", and according to the Appendix 9 "detach a Wagon" means that the wagon cannot continue its trip if it has an irregularity that could affect the safety of operations. Once detached, the wagon remains in custody of the railway undertaking that recorded the irregularity while rectified. The concept "Detach a Wagon" is not equal to the concept remove from operation.

**When do we need an RTS?**

- 1) Detach a wagon category A (restore fitness to run in accordance with GCU Appendix 10)
- 2) Detach a wagon category C (obtain instructions from the keeper on the action to be taken)

**When do we need an RTO?**

The need to issue an RTO arises when a wagon is **removed from operation**. Detaching a Wagon doesn't automatically mean that it is removed from operation; the wagon is **removed from operation** if one of the following two situations appear as a measure to apply Appendix 9 due to the detection of damage and thus carry out its repair (Appendix 9 and/or Appendix 10):

1. The measure '**detach a wagon category A' (restore fitness to run in accordance with GCU Appendix 10)** is applied by the RU, **and** at least one of the following three situations occurs:
  - 1.1. The RU has detached a wagon in accordance with Appendix 9, no. 3.2.5, Variation A and the workshop applies Appendix 10, module M00.001 to request additional maintenance instructions from the keeper.
  - 1.2. The RU requests the delivery of parts using the model HR (App. 7 GCU).
  - 1.3. If the workshop in its notice of release to service indicates restrictions for use different from the actions to be taken according to Appendix 9.
2. The measure '**detach a wagon category C' (obtain instructions from the keeper on the action to be taken)** is applied by the Railway Undertaking.

**Process description:**

Specifically, the sequence of actions begins with the **detection of damage**, which leads to two possible situations:

- 1) The damage affects the '**fitness to run**' of the wagon according to Art. 19.1.
- 2) A decision is made to restore the '**fitness for use**' of the wagon according to Art. 19.3.

The wagon is detached according to category A or C and goes to the **approved workshop (ECM-F4)** responsible for carrying out the repairs. The approved workshop (ECM-F4) proceeds with the repair based on the application of Appendix 10 **to restore 'fitness to run/fitness for use'**. This may include a request for **instructions** to the wagon Keeper (ECM-F3) according to the Appendix 10. RTO will be required if the situation mentioned above appears (*When do we need an RTO?*).

Once the repair has been completed, the approved workshop (ECM-F4) **issues the RTS with all the necessary additional documents**, which are received by **both** the Railway Undertaking and the wagon keeper (ECM-F3), together, with the request for the issuance of the RTO according to the scenarios mentioned above.

The wagon Keeper forwards the RTS to the ECM responsible for the wagon (ECM-F3) together with the RTO request, and this ECM **issues the RTO**. Both the wagon Keeper and the ECM (ECM-F3) update their records with the RTS and RTO issued.

The wagon keeper sends the RTO issued by its ECM to the Railway Undertaking.

As a proposal, the forwarding of the RTS together with the RTO request could be done using the GCU Broker, which would still need to be developed.

### 3. Amendment

Amendment colour code:

Black: Current text, for info and remains unchanged

Red: new text

Blue: (if crossed out): text to be deleted

#### Comparison

<u><b>Current version of the GCU</b></u>		<u><b>Amendment considerations</b></u>	
<b><u>CHAPTER II - OBLIGATIONS AND RIGHTS OF THE WAGON KEEPER</u></b>		<b><u>CHAPTER II – <del>RIGHTS</del> <del>OBLIGATIONS</del> AND <del>OBLIGATIONS</del> <del>RIGHTS</del> OF THE WAGON KEEPER</u></b>	
<b><i>Article 7: Technical admission and maintenance of wagons</i></b>		<b><i>Article 7: Technical admission and maintenance of wagons</i></b>	
7.1	The keeper shall ensure that his wagons are technically admitted* in accordance with the national and international laws and regulations in force at the time of admission and that they remain technically admitted throughout the period of their use.	7.1	(unchanged)
7.2	The keeper shall ensure that his wagons are maintained in accordance with the laws, regulations and mandatory standards in force. In particular, he shall appoint a certified Entity in Charge of Maintenance (ECM) and ensure that the latter performs all the tasks incumbent upon it.	7.2	The keeper shall ensure that his wagons are maintained in accordance with the laws, regulations and mandatory standards in force. In particular, he shall appoint a certified Entity in Charge of Maintenance (ECM) and ensure that the latter <del>performs all the tasks incumbent upon it.</del> <b>integrates the maintenance provisions of the GCU, in particular of Appendix 10, into its maintenance system.</b>
	Upon request, the keeper shall make available to any user RU without delay reliable information about maintenance (including Maintenance File and Maintenance Record File) and restrictions affecting operations, necessary and sufficient to support safe operations.		Moved to 7.4, second paragraph
	For the purposes of this contract and vis-à-vis the other signatories, the keeper is considered to be, and have the responsibilities of, the ECM for his wagons.	7.3	For the purposes of this contract and vis-à-vis the other signatories, the keeper is considered to be, and have the responsibilities of, the <b>entity in charge of maintenance</b> <del>ECM</del> for his wagons, <b>even if he has designated a legally separate ECM. ECMs are not parties to this agreement.</b>

7.3	The keeper must allow the RUs to conduct any inspections on wagons that may be necessary, in particular those referred to in Appendix 9.		Moved to 7.6
7.4	The keeper must provide the impacted user railway undertakings with the information on its wagons required for safe railway operations in electronic format as soon as possible. The provision of this information and additional data - where relevant - is provided for in Appendix 16.  [previously 7.2 para. 2 ]	7.4	The keeper must provide the impacted user railway undertakings with the information on its wagons required for safe railway operations in electronic format as soon as possible. The provision of <del>this information</del> <b>technical wagon data</b> and additional data - where relevant - is provided for in Appendix 16.  Upon request, the keeper shall <b>without delay</b> make available to any user RU <del>without delay</del> reliable <b>maintenance information</b> <del>about maintenance</del> <b>as well as restrictions affecting operations</b> (including <del>the</del> Maintenance File and Maintenance Record File) <del>and restrictions affecting operations</del> , and, if required, further information, which may <b>be</b> necessary and sufficient to support safe operations <b>or clarify incidents</b> .
		7.5	<b>On behalf of their ECM, the keeper authorises the RU - on the basis of the public law applicable to the ECM that governs the subcontracting of maintenance functions - to carry out repairs in accordance with the requirements of Appendix 10. The ECM's responsibility for the outcome of the subcontracted maintenance functions and for performance monitoring remains unaffected.</b>
	[previously 7.3 ]	7.6	The keeper <del>must</del> allows the RUs to conduct <b>any all necessary</b> inspections on wagons <del>that may be necessary, in particular those referred to in</del> , as well as <b>any required corrective actions in accordance with</b> Appendix 9.

<b>CHAPTER III - OBLIGATIONS AND RIGHTS OF THE RUs</b>		<b>CHAPTER III - <del>RIGHTS</del> <del>OBLIGATIONS</del> AND <del>RIGHTS</del> <del>OBLIGATIONS</del> OF THE RUs</b>	
<b>Article 12: Handling of wagons</b>		<b>Article 12: Handling of wagons</b>	
Each RU shall handle wagons with care and due diligence and shall carry out the inspections laid down in Appendix 9. Similarly, it shall carry out in particular all the safety-related inspections needed on wagons, irrespective of their keeper. The costs relating to these routine inspections shall not be separately invoiced to the keeper.		12.1	Each RU shall handle wagons with care and due diligence and shall carry out the <del>legally required</del> inspections <del>laid down in Appendix 9</del> . <del>Detected damages shall be handled in accordance with Appendix 9</del> . Similarly, it shall carry out in particular all the safety-related inspections needed on wagons, irrespective of their keeper. The costs relating to these routine inspections shall not be separately invoiced to the keeper.
		12.2	Each RU shall ensure that the <del>procedures and regulations set out in this contract for restoring fitness to run*</del> are integrated into its safety management system.
<b>Article 15: Information to be supplied to the keeper</b>		<b>Article 15: Information to be supplied to the keeper</b>	
User RUs shall supply the keeper with information on the use of his wagons in a timely manner, in accordance with the national and international laws and regulations in force.		User RUs shall supply the keeper with information on the use of his wagons in a timely manner, <del>via the communication platform (GCU Broker*)</del> , in accordance with the national and international laws and regulations in force. <del>Details are set out in Appendices 4 (Wagon damage report) and 15 (Wagon Performance Message (WPM)).</del>	
<b>Article 19: Handling of damage</b>		<b>Article 19: Handling of damage</b>	
19.1	The RU shall arrange for the wagon to be put back to running order in accordance with the provisions of Appendix 10. If the cost of repairs is more than 850 euro, the agreement of the keeper must first be sought, except in the case of brake block replacements or if Appendix 13 is applied by the RU. If the keeper does not respond after 2 working days (not	19.1	The <del>user</del> RU, <del>which detects the damage and detaches the wagon</del> , shall arrange for the wagon to <del>be put back to running order</del> <del>have its fitness to run restored</del> in accordance <del>with the provisions of Appendix 10</del> specifications of Appendices 9 and 10 and put the wagon back into service. When Appendix 10 is used, the repair is

	including Saturdays) the repair work shall go ahead.		carried out based on an authorisation by the ECM (Article 7.5).
	[previously 19.1 paragraph 1 is divided into two articles: 19.1 and 19.2]	19.2	If the cost of repairs is more than 850 euro, the agreement of the keeper must first be sought, except in the case of brake block replacements or if Appendix 13 is applied by the RU. If the keeper does not respond after 2 working days (not including Saturdays) the repair work shall go ahead. If the keeper refuses the cost estimate for the repair, the keeper is responsible for repairing the damage.
19.2	If the cost of repairing the damaged wagon is greater than the compensation calculated according to Appendix 5, the wagon shall be considered beyond repair from an economic point of view.		[Art. 19.2 in the previous version - editorial change - art. 19.4 New].
19.3	When the damage does not affect the wagon's suitability to run, but makes its use difficult, the RU may carry out work to make the wagon fit for use again without the keeper's agreement, up to an amount of 850 EUR.  By agreement with the keeper, the RU may be authorised to carry out additional work.	19.3	When the damage does not affect the wagon's <del>suitability</del> fitness to run, but makes its use difficult, the RU may carry out work <del>to make</del> to restore the fitness for use* of the wagon <del>fit for use</del> again without the keeper's agreement, up to an amount of 850 EUR in accordance with the specifications of Appendix 10.  By separate agreement with the keeper, the RU may be authorised to carry out additional work.
19.4	The RU that initiated the maintenance in accordance with Appendix 10 shall check whether and to what extent the work requested has been completed on the basis of information received from the workshop. Any restrictions on use (e.g. fitness to run, fitness for service) that become apparent after the repairs must be documented by the RU.  On completion of the repairs and failing any specific instructions from the keeper, the RU shall forward the wagon to the destination station for which it was initially bound.		[see Art. 19.6 para. 1 new]  [see Art. 19.7 new]  [see Art. 19.8 new]



	[previously 19.2 ]	19.4	If the cost of repairing the <del>damaged</del> wagon is <del>greater than the compensation exceeding the residual value</del> calculated according to Appendix 5, the wagon shall be considered beyond repair from an economic point of view.
19.5	<p>In cases where the RU carries out measures in application of the provisions of Appendix 9, it shall do so with qualified staff and all due care. In the context of the preceding provision, “qualified staff” (operations staff) means staff possessing the competences and authorisations to take corrective measures, described in the RU’s safety management system (SMS).</p> <p>Repair work in application of the provisions of Appendix 10 may only be performed by approved workshops.</p> <p>Approved workshops are:</p> <p>a) Workshops which have a valid certificate for an entity in charge of maintenance (ECM certificate) containing the maintenance delivery function as a minimum,</p> <p>and</p> <p>b) are listed in the European Railway Agency Database of Interoperability and Safety (ERADIS)</p> <p>and</p> <p>c) which are conversant with Appendices 7, 9, 10 and 13 to the GCU and instruct their employees on changes to the GCU on a regular basis.</p>	19.5	<p>In cases where the RU carries out <del>cor-</del><del>rective</del> measures in application of the provisions of Appendix 9, it shall do so with qualified staff and all due care. In the context of the preceding provision, “qualified staff” (operations staff) means staff possessing the competences and authorisations to take corrective measures, described in the RU’s safety management system (SMS).</p> <p>Repair work in application of the provisions of Appendix 10 may only be performed by approved workshops.</p> <p><del>These</del> approved workshops <del>are</del>:</p> <p><del>a) Workshops which have hold</del> a valid <del>certificate for an entity in charge of maintenance (ECM certificate) containing the maintenance delivery function as a minimum</del> <del>ECM</del> <del>certification for maintenance functions in accordance with the ECM Regulation/in accordance with applicable public law, which includes at least the maintenance delivery function,</del></p> <p>and</p> <p><del>b)</del> are listed in the European <del>Railway</del> Agency <del>for Railways</del> Database of Interoperability and Safety (ERADIS)</p> <p>and</p> <p><del>c) which</del> are conversant with Appendices 7, 9, <del>and</del> 10 <del>and 13</del> to the GCU and instruct their employees on changes to the GCU on a regular basis.</p>



	The RU or his auxiliary must inform the keeper of the work performed, using the codes provided in Appendix 10, Annex 6.		[see art. 19.6 para. 1 new]
	[previously art. 19.5 para. 7]	19.6	<p>The RU <del>or his auxiliary must inform the keeper of the work performed</del> that has arranged the repair in accordance with Appendix 10 shall ensure that the workshop provides the notice of release to service* to the RU after completion of the work to put the wagon back into service, using the codes according to Appendix 10, Annex 6.</p> <p>A copy of the notice of release to service* and any additional information shall be sent to the keeper without delay either by the RU or by the workshop if so provided in the contractual relationship between the RU and the workshop.</p>
	[previously art. 19.4 para. 2]	19.7	<p>If one of the following cases applies, the wagon is considered out of operation and a notice of return to operation provided by the keeper is necessary:</p> <ul style="list-style-type: none"> <li>- the RU has detached a wagon in accordance with Appendix 9, no. 3.2.5, Variation C</li> <li>- the RU has detached a wagon in accordance with Appendix 9, no. 3.2.5, Variation A and the workshop applies Appendix 10, module M00.001 to request additional maintenance instructions from the keeper</li> <li>- the RU requests the delivery of parts using the model HR (App. 7 GCU)</li> <li>- the workshop in its notice of release to service indicates restrictions for use different from the actions to be taken according to Appendix 9</li> </ul> <p>The keeper shall provide to the RU a notice of return to operation on the basis of the notice of release to service*.</p>
	[previously art. 19.4 para. 3]	19.8	On completion of the repairs and failing any specific instructions from the keeper, the RU shall forward the wagon

			to the destination station for which it was initially bound.
19.6	Management of spare parts is covered in Appendix 7.	<del>19.6</del> 19.9	Management of spare parts is covered in Appendix 7.
19.6	Coverage of the cost of repair work is dealt with in Chapter V.	<del>19.7</del> 19.1 0	Coverage of the cost of repair work is dealt with in Chapter V.
<b>Appendix 2: Definitions</b> <sup>1</sup>		<b>Appendix 2: Definitions</b> <sup>1</sup> <i>(new: sorted in alphabetical order)</i>  <b>[Preliminary remarks:</b> <i>In the GCU, different terms are used for different situations, in each case consistently. Changing designations for identical ideas are avoided.</i>  <i>If forms and electronic information systems still use outdated terms, this does not prevent their continued use, provided that it is clarified with which current definitions the earlier terms correspond. Existing forms can be used up in any case.</i>  <i>Definitions from legal regulations are only repeated here to the extent that they are concretised and summarised for the conditions in the use of freight wagons - without contradicting the legal definition - see e.g. "ECM", RU, "keeper", maintenance system]</i>	
		<b>Entity in charge of maintenance (ECM)</b> An organisation responsible for the maintenance of a vehicle and entered as such in an official register designated for this purpose.	
		<b>Fitness for use</b> Suitability of a wagon for use as a means of transport for the safe carriage of goods.	
<b>Wagon in running order</b> (operational term)  Wagon that is in running order on its own wheels in freight trains under normal operating conditions, where appropriate at the		<del><b>Wagon in running order</b> (operational term)</del> <b>Fitness to run</b>  Wagon that is <b>fit to run</b> <del>in running order</del> on its own wheels in freight trains under normal operating conditions, where appropriate at the	

<sup>1</sup> In the case of existing definitions, the previous, unchanged text is not reproduced.

end of a train, without representing a hazard for operations.	end of a train, without representing a hazard for operations.
	<b>GCU broker</b> The website and IT interface provided by the GCU Bureau for the electronic communication and information system to be used by the contracting parties.
	<b>Maintenance</b> The combination of all technical and administrative actions during the life cycle of a wagon or its parts intended to retain it in, or restore it to, a state in which it can perform the required function.
<b>Railway undertaking</b> Any public or private undertaking, licensed according to applicable Community legislation, the principal business of which is to provide services for the transport of goods and/or passengers by rail with a requirement that the undertaking must ensure traction; this also includes undertakings which provide traction only.	<b>Railway undertaking (RU)</b> Any <del>officially licensed public or private or public rail freight transport undertaking licensed according to applicable Community legislation, the principal business of which is to provide services for the transport of goods and/or passengers by rail with a requirement that the undertaking must ensure traction; this also includes undertakings which provide traction only</del> that uses freight wagons as a means of transport.
	<b>Release to service</b> The justified and recorded assurance, accompanied by documentation where appropriate, <b>given by the entity delivering the maintenance to the fleet-maintenance manager, that maintenance</b> has been delivered according to the maintenance orders (see ECM Regulation).
	<b>Repair</b> Physical action taken to restore the fitness to run or fitness for use of a damaged wagon.
	<b>Return to operation</b> A notification from the entity in charge of maintenance (or other authorised parties through subcontracting) to the user, such as a railway undertaking or keeper, based on the release to service. Transmitted in written form (minimum requirements: wagon number, date, release to service number, and, if applicable, restrictions on use), or via an electronic communication system, with the assurance that all maintenance work arranged in accordance with the GCU has been

	completed, and that the vehicle previously taken out of service is in a condition in which it can be used safely, subject to any restrictions on use.
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4. Reasoning:

If a damage code requires a wagon to be detached, it should always be immediately recognisable what kind of follow-up measures the user RU should take.

5. Assess potential positive/negative impacts
<p><i>Assess the possible positive and negative effects (operations, costs, administration, interoperability, safety, competitiveness, etc.) on a scale of 1 (very low) to 5 (very high). Justify observations</i></p> <p>Impacts: <i>Necessary amendment to remain legally compliant, requirement of ERA and the NSAs.</i></p> <p><b>Operations:</b> 2 - the revised process allows the restoration of fitness for use</p> <p><b>Costs</b> 3 - Procedural changes will be necessary, the keeper may be contacted more frequently</p> <p><b>Administration</b> 2 - Extended development of the necessary communication to ensure compliance with the ECM Regulation</p> <p><b>Safety</b> 4 - Compliance with the ECM Regulation</p> <p><b>Competitiveness:</b> 1 - no direct impact, maintaining the status quo</p>

## 6. Safety appraisal of proposed amendment

*Description of actual/target system, and scope of change to be made (see points 1 and 2).*

Safety appraisal done by:

<b>6.1. Does the change made have an impact on safety?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Reasoning: Measures from safety-relevant activities are affected.	
<b>6.2. Is the change significant?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Reasoning: see template Attach the "significant change" test template.	
<b>6.3. Determining and classifying risk:</b>	<input checked="" type="checkbox"/> N/A
6.3.1. Effect of change in normal operation:  6.3.2. Effect of change in the event of disruption / deviation from normal operation:  6.3.3. Potential misuse of system:  <input type="checkbox"/> No  <input type="checkbox"/> Yes (describe possible misuse):	
<b>6.4. Have safety measures been applied?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
For each type of risk, one of the following risk acceptance criteria is to be selected: <ul style="list-style-type: none"> <li>• Code of practice</li> <li>• Use of reference system</li> <li>• Explicit risk estimate</li> </ul>	
<b>6.5. Has a risk analysis been submitted to the assessment body?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Assessment body: Attach the verdict reached by the assessment body:	[Appendix]