

Proposed amendment to GCU
Articles 2, 3, 4, and 5, as well as in Appendix 17 (Work Package 3)

Amendment history

Author(s)	Date	Paragraph	Amendment
ECM in GCU special group	11/08/2026		Basis V10, Separation of Packages
UIC Update	08/09/2026		V11
GCU JC decision	15/09/2026 30/09/2026		15 September: approved by UIC and UIP 30 September: approved by ERFA

Title:	ECM in the GCU – Further development of the main text CHAPTER I - GENERAL PROVISIONS – Articles 2, 3, 4, 5 and Appendix 17
Proposed amendment made by (RU/keeper/other body):	Special working group (ERFA, UIC, UIP)
Proposed amendment concerns:	☒ Article 2 ☒ Article 3 ☒ Article 4 ☒ Article 5 ☒ Appendix 17
Proposer:	SG Further Development of the GCU: Christian Kühnast
Location, date:	Remote, 11/08/2026
Concise description:	With the amendments to Articles 2 to 5 and the introduction of the new Annex 17, Chapter I of the AVV is being restructured and supplemented with binding provisions on communication. Gleichzeitig wird der GCU Broker als standardisierte Kommunikationsplattform für sicherheitsrelevante Informationen etabliert und ausgebaut. Ziel ist es, die Übersichtlichkeit des Vertrags zu verbessern, die digitale Zusammenarbeit zwischen Haltern und EVU zu stärken sowie den Datenaustausch zu Betriebsfreigaben und Wiederinbetriebnahmen zu standardisieren.

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

Die Weiterentwicklung des ECM-Systems und die zunehmende Digitalisierung der Prozesse im Güterwagensektor erfordern eine klare Strukturierung der Vertragsregelungen sowie einheitliche Kommunikationswege zwischen den Beteiligten. Die bisherigen Regelungen des AVV enthalten die relevanten Inhalte bereits, sie sind jedoch teilweise auf verschiedene Artikel verteilt und enthalten keine ausdrücklichen Vorgaben zur elektronischen Kommunikation. Der Änderungsantrag schafft eine übersichtlichere Struktur und stärkt die digitale Zusammenarbeit über den GCU Broker

1.2. Mode of operation

Die Änderungen bündeln zusammengehörende Themenbereiche innerhalb des AVV neu. Regelungen zu Beitritt und Kündigung werden künftig in Artikel 4 zusammengefasst, während Artikel 3 erstmals die Anforderungen an die Kommunikation zwischen den Vertragsparteien definiert. Für bestimmte sicherheits- und betriebsrelevante Informationen, insbesondere Schadensprotokolle, technische Fahrzeugdaten, Laufleistungsdaten, Betriebsfreigaben und Wiederinbetriebnahmen, wird der GCU Broker als standardisierte Kommunikationsplattform festgelegt. Ergänzend definiert die neue Anlage 17 die auszutauschenden Datenelemente und Informationsinhalte für Betriebsfreigaben (RTS) und Wiederinbetriebnahmen (RTO). Dadurch entsteht ein einheitlicher, digital unterstützter Informationsfluss zwischen Werkstätten, ECM, Haltern und EVU.

1.3. Anomaly/description of problem:

Die bisherige Struktur des AVV erschwert teilweise die schnelle Orientierung innerhalb der allgemeinen Vertragsbestimmungen. Zudem bestehen Unterschiede bei der Übermittlung sicherheitsrelevanter Informationen zwischen den beteiligten Unternehmen. Insbesondere bei Betriebsfreigaben und Wiederinbetriebnahmen fehlen bislang einheitliche Vorgaben für Inhalt, Umfang und Übertragungsweg der Daten. Dies führt zu zusätzlichem Abstimmungsaufwand, Medienbrüchen sowie zu potenziellen Verzögerungen bei betrieblichen Abläufen. Darüber hinaus werden gesetzliche Informationspflichten zwar erfüllt, jedoch nicht ausdrücklich im AVV strukturiert dargestellt.

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)**

Durch die Neuordnung der Artikel 2 bis 5 werden die allgemeinen Bestimmungen des AVV klarer gegliedert und inhaltlich zusammenhängende Themenbereiche gebündelt. Mit dem neuen Artikel 3 wird die Kommunikation zwischen den Vertragsparteien erstmals ausdrücklich geregelt und die Nutzung des GCU Brokers für definierte Datenaustauschprozesse verbindlich festgelegt. Die neue Anlage 17 standardisiert die Inhalte von Betriebsfreigaben und Wiederinbetriebnahmen und schafft damit einen sektorweit einheitlichen digitalen Prozess. Dies verbessert die Nachvollziehbarkeit, reduziert Schnittstellenprobleme und unterstützt die Einhaltung der Anforderungen aus den europäischen Sicherheits- und ECM-Vorschriften.

3. Amendment

Comparison

<u>Current version of the GCU</u>		<u>Amendment considerations</u>	
CHAPTER I OBJECT, SCOPE OF APPLICATION, TERMINATION, FURTHER DEVELOPMENT OF THE CONTRACT, DICONINUANCE OF BEING A SIGNATORY		Chapter I General provisions	
Article 2: Scope of application		Article 2: Scope of application	
2.1	This contract shall take precedence in international rail traffic over the CUV Uniform Rules (Annex D to the 1999 COTIF) and in domestic rail traffic over any national regulations that may be applicable, to the extent that this is admissible.	2.1	This contract takes precedence over the provisions of international law (COTIF, in particular the CUV and ATMF), European law, and the applicable national law, insofar as this is permitted in each case.
2.2			(Moved to Article 4.1)
2.3	The provisions of this multilateral contract shall apply between the signatories to the extent that they have not concluded other provisions between themselves.	2.2	(Unchanged, see 2.3) The provisions of this multilateral contract shall apply between the signatories to the extent that they have not concluded other provisions between themselves.
2.4	The GCU Bureau shall publish an updated list of signatories (Appendix 1, available on the website at www.gcubureau.org) every month, on the first day of the calendar month in question.		(Moved to Article 4.2)
Explanation: The provision is worded more clearly: It no longer distinguishes between international and domestic transport, because European law also applies to domestic transport, and the relevant national law (insofar as it does not conflict with international or European law) also applies to international transport. In particular, European regulations such as the EU Safety Directive, the ECM Regulation have to be complied with. It also covers COTIF Annex ATMF. The previous provisions 2.2 and 2.4 do not relate to the GCU's scope of application and have therefore been incorporated into the new Article 4 on admission and termination.			

		Article 3: (new) Communication	
3.1		3.1	In their communications and information exchanges regarding the operational use and maintenance of wagons, the contracting parties shall comply with the statutory requirements and the rules in their currently applicable versions. The relevant contact persons are set out in Appendix 1. For the transmission of certain data (wagon damage report in accordance with Appendix 4, wagon performance data in accordance with Appendix 15, wagon vehicle data in accordance with Appendix 16, release to service* in accordance with Appendix 10 and return to operation* in accordance with Appendix 17) the contracting parties shall use the communication platform GCU Broker.
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.		(Moved to 4.4)
Explanation: Public railway law contains numerous prescriptions which, in the interests of railway safety, impose extensive mutual duties to provide information on the various stakeholders in the railway sector. These obligations arise in particular from the COTIF Annex ATMF (Art. 15(3) and (4) and Art. 15a(3)), the EU Safety Directive 2016/798 (Art. 4(5)(b) and (6)), the ECM Implementing Regulation 2019/779 of the European Commission (Art. 5) and the Implementing Regulation 1018/2012 of the European Commission (Art. 4).. The communication platform (GCU Broker) is explicitly designated as the standard tool to be used for the transmission of certain important and security-related data.			
Article 4		Article 4 (new: previously Articles 2 and 3) Admission and withdrawal	
		4.1	(Unchanged, see 2.2) Admission shall be effective from the first day of the following month, provided that the application has been received by the GCU Bureau at least fifteen days before.
2.4	The GCU Bureau shall publish an updated list of signatories (Appendix 1, available on the website at www.gcubureau.org) every month, on the first day of the calendar month in question.	4.2	(See 2.4) The GCU Bureau shall publish an updated list of signatories (Appendix 1, available on the website at www.gcubureau.org) every month, on the first day of each the-calendar month in question.

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 monthly by the GCU Bureau together with the list referred to in article 2.4.	4.3	(See 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 monthly by the GCU Bureau together with the list referred to in article 2.4 4.2 .
		4.4	(Unchanged, see 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.
Explanation: All of the individual provisions relating to admission and withdrawal, which were previously scattered throughout the text, are now consolidated in Article 4.			
		<u>Article 5 (new: previously Article 4) Further development of the contract</u>	
		The contracting parties shall adopt an Internal Regulation (Appendix 8) for the further development of the contract. The GCU Bureau shall coordinate the further development work of the contract and shall ensure that the contract texts in the three languages referred to in Article 35 are editorially consistent.	
Explanation: The responsibilities of the GCU Bureau are described in greater detail, without any change to their substance.			

(New) **Appendix 17**

For the General Contract for the Use of Wagons

Release to service (RTS) & Return to operation (RTO)

This appendix contains detailed information on the requirements for the exchange of information relating to a release to service and a return to operation.

Following the repair work, the RU or the contracted workshop will send the release to service and any additional information to the keeper.

The keeper shall notify the RU of the return to operation based on the release to service.

Through the GCU Broker, the GCU Bureau provides a communication platform for contracting parties to enable the transmission of release-to-service and return-to-operation data.

Any additional information, such as brief descriptions of instructions for technical inspectors and operating staff, shall be exchanged bilaterally between the contracting parties. Such information must be exchanged where vehicle-related technical matters are not covered by this appendix.

Description of the elements of release-to-service data (RTS)

Element	Type	Definition
WagonNumber-Freight	Mandatory	Identifies uniquely the freight wagon by its number Full 12-position wagon number, including check digit.
KeeperShortNameVKM	Mandatory	Vehicle Keeper Marking of the wagon keeper as listed in VKM register (http://www.era.europa.eu/Document-Register/Pages/list-VKM.aspx , column B - without special characters)
UserRU	Mandatory	Four characters organisation code (RICS) or alternatively name of the User RU
ReportID	Mandatory	User RU's unique Wagon Damage Report number. The number shall not exceed a maximum length of 32 characters.
Maintenance supplier	Mandatory	ECM Name according ERADIS database
EINNumber	Optional	EIN number according ERADIS database
Address	Mandatory	Name of the street
City	Mandatory	Name of the city
Postcode	Mandatory	Postcode of the city
Country	Mandatory	Country of the city
Primary Location Codes	Optional	The primary location code (PLC) where a train starts, ends, stops, passes through, or changes track. Format: 2-letter country code + 1–5 digit numeric location code. Example: DE13276 = Frankfurt (Main) station
Subsidiary Location Codes	Optional	A specific part, attribute, or usage of a primary location code (e.g., a track, loading platform, or platform). Format: Country code + PLC + type code + subsidiary location code (1–10 characters, e.g., DE13276037VL01856NM90080 for a DB InfraGO loading point)
DateOfEntry	Mandatory	Date of workshop entry
DateOfExit	Mandatory	Date of workshop exit
Date Of RTS	Mandatory	Date of the release to service (RTS)
CUCodes	Conditional	Coding of the repairs carried out (CU code(s)),
ModuleNumbers	Conditional	Coding of the repairs carried out (module number(s))
AdditionalInformation	Conditional	Free text with additional information and measurement values
RestrictionsOfUse	Conditional	Yes/no
Restriction-OfUseDescription	Conditional	Free text (available, if restriction of use = yes)
ContactOfRTS-Name	Mandatory	Contact name of the RTS
ContactOfRTS Email	Mandatory	Contact email address for enquiries
ContactOfRTS TelephoneNumber	Mandatory	Contact telephone number for enquiries

Description of the elements of return-to-operation data (RTO)

Element	Type	Definition
WagonNumber-Freight	Mandatory	Identifies uniquely the freight wagon by its number Full 12-position wagon number, including check digit.
KeeperShortName VKM	Mandatory	Vehicle Keeper Marking of the wagon keeper as listed in VKM register (http://www.era.europa.eu/Document-Register/Pages/list-VKM.aspx , column B - without special characters)
RICSOfKeeper	Mandatory	Four characters organisation code (RICS)
ReportID	Mandatory	User RU's unique Wagon Damage Report number. The number shall not exceed a maximum length of 32 characters.
DateOfRTO	Mandatory	Date of return to operation (RTO)
RestrictionsOfUse	Conditional	Yes/no
RestrictionOfUseDescription	Conditional	Free text (available, if restriction of use = yes)
ContactOfRTOName	Mandatory	Contact name of the RTO
ContactOfRTOEmail	Mandatory	Contact email address for enquiries
ContactOfRTOTelephoneNumber	Mandatory	Contact telephone number for enquiries

Remarks

Values and codes list for the different data elements are part of the XSD schema and referenced in the GCU Broker website. The XSD schema and sample files are available to download from the GCU Broker website.

4. Reasoning:

These changes are necessary to address the ambiguities and points of criticism.

5. Assess potential positive/negative impacts
<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> Impacts: Operations: 3 – Operational processes are not fundamentally changed, but are supported by standardised information flows and clearer regulatory structures. The introduction of standardised communication processes has a noticeable impact on day-to-day operations. Costs 2 – No major investment is required. There may be a small amount of work involved in adapting internal processes and utilising standardised communication channels Administration 4 – The introduction of standardised data sets and the mandatory use of the GCU Broker will initially require organisational adjustments, but will reduce the amount of manual coordination work in the long run. Safety 4 – The structured and traceable transmission of safety-related information improves compliance with regulatory requirements and supports the safe return to operation of vehicles Competitiveness: 4 – Consistent digital processes and standardised interfaces facilitate collaboration between undertakings and improve efficiency in European freight rail transport. .

6. Safety appraisal of proposed amendment

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

Safety assessment carried out by:

6.1. Does the change made have an impact on safety?	☒ No ☐ Yes
Reasoning: Measures relating to safety-related activities are affected.	
6.2. Is the change significant?	☒ No ☐ Yes
Reasoning: see template Attach the "significant change" test template.	
6.3. Determining and classifying risk:	☒ 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: ☐ No ☐ Yes (describe possible misuse):	
6.4. Have safety measures been applied?	☒ No ☐ Yes
For each type of risk, one of the following risk acceptance criteria is to be selected: • Code of practice • Use of reference system • Explicit risk estimate	
6.5. Has a risk analysis been submitted to the assessment body?	☒ No ☐ Yes
Assessment body: Attach the verdict reached by the assessment body:	[Appendix]