

Proposed amendment to GCU Article 31, 32, 33, 34, 35, 36 and 37 (Work package 8)

Amendment history

Author(s)	Date	Paragraph	Amendment
ECM in GCU special group	11/08/2026		Basis V10, Separation of Packages
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 VIII - OTHER PROVISIONS – Articles 31 to 37
Proposed amendment made by (RU/keeper/other body):	Special working group (ERFA, UIC, UIP)
Proposed amendment concerns:	☒ Article 31 ☒ Article 32 ☒ Article 33 ☒ Article 34 ☒ Article 35 ☒ Article 36 ☒ Article 37
Proposer:	SG Further Development of the GCU: Christian Kühnast
Location, date:	Remote, 11/08/2026
Concise description:	The amendments to Articles 31 to 37 are intended to clarify and update existing provisions. The aim is to more clearly define the responsibilities, procedures, and rights of the parties involved, to reduce scope for interpretation and to promote the consistent application of the GCU. This improves clarity, legal certainty, and the practical applicability of the provisions.

1. Starting point (current situation):

1.1. Introduction
Compliance with the GCU by its signatories is an essential prerequisite for joint and efficient processes. The amendments to Articles 31 and 32 take this into account. Furthermore, the GCU does not currently contain a severability clause, the inclusion of which is necessary. These amendments will require a renumbering/reordering of the subsequent articles.
1.2. Mode of operation
Any additional costs arising from communication outside the GCU Broker that does not comply with the contract may, in future, be charged to the contracting party responsible. Furthermore, any deviations from the contractual arrangements must in future be communicated to and documented by the other party.
1.3. Anomaly/description of problem:
Breaches of contractual agreements result in additional work in processing the matters and impair the efficiency of the overall process.
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 contracting parties will be required to adhere more strictly to the contractual agreements and defined processes. At the same time, formal communication between the contracting parties is strengthened, so that deviations and breaches can be identified, documented, and reported at an early stage.

3. Amendment

Comparison

<u>Current version of the GCU</u>		<u>Amendment considerations</u>	
CHAPTER VIII OTHER PROVISIONS		CHAPTER VIII OTHER PROVISIONS	
Article 31: Obligation to pay damages		Article 31: Obligation to pay damages	
When a signatory fails by its own fault to meet an obligation which is due under this contract, it shall compensate the affected signatory for the direct damages suffered.		When a signatory fails by its own fault to meet an obligation which is due under this contract, it shall compensate the affected signatory for the direct damages suffered. This also applies to any additional costs incurred by a signatory as a result of a signatory breaching its duty to provide information under Article 7.4 and Article 15.	
Explanation: Given the importance of the exchange of information between the parties, it is further noted that a party which culpably violates its contractual duty to provide information shall be liable to reimburse the other party for any additional costs incurred as a result.			
		Article 32 (new) Reporting non-compliance with contractual or regulatory obligations	
		32.1	If a contracting party becomes aware that another contracting party is failing to comply with the provisions of this contract or with regulatory requirements, they shall notify the other contracting party.
		32.2	Obligations to provide information and report matters arising from legal provisions remain unaffected.
Explanation: EU law imposes extensive information and reporting obligations on stakeholders in the railway sector if they identify safety risks or become aware of them (see, in particular, Article 4(5) of the Safety Directive and Article 5(4) of the ECM Regulation). Article 32 of the GCU provides for corresponding obligations on the parties to the contract to report such risks in their dealings with one another. Furthermore, Article 32.2 clarifies that, irrespective of contractual obligations, the legal information and reporting obligations must be complied with.			
Article 32: Competent courts		Unchanged, moved to 34	
Article 33: Limitation		(Unchanged)	
Article 34: Languages		Unchanged, moved to 35	

	Article 36 (new) Severability clause
	Should any provision of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace any invalid or unenforceable provision with a valid provision that comes as close as possible to the purpose of the original provision. The same applies in the event of a gap in legislation.
Explanation: This provision contains a standard final contractual provision covering the event that any provisions of the contract are or become invalid or unenforceable, or that a gap in the contract is identified. The parties must then work together to ensure that the contract can continue to be performed in accordance with its general purpose.	
Article 35: Entry into force	Unchanged, moved to 37

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 – The changes establish clearer processes for reporting breaches of contract and legal violations, as well as for using the designated communication channels. Operational processes will not be fundamentally changed, but will be made more transparent and binding. Costs 2 – In principle, no new obligations or systems will be introduced. Any additional costs may in future be claimed on a cause-based basis. Overall, the focus is on clarifying existing obligations. Administration 2 – The new notification process under Article 32 may result in additional documentation. However, the additional workload remains manageable, as existing information requirements are merely being clarified and structured Security 5 – The new Article 32 strengthens the reporting of breaches of contract and legal violations and supports compliance with existing statutory information and reporting obligations. This enables safety risks to be identified and addressed at an earlier stage. Interoperability: 4 – Standardised communication and reporting channels promote cooperation between the contracting parties and support the consistent application of the GCU across the entire sector. Competitiveness: 4 – Clear responsibilities and transparent processes create a level playing field for all contracting parties and strengthen trust in cooperation within the European freight sector

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
<i>For each type of risk, one of the following risk acceptance criteria is to be selected:</i> • <i>Code of practice</i> • <i>Use of reference system</i> • <i>Explicit risk estimate</i>	
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]