

**PROCEDURES FOR THE INTERNATIONAL REGISTRY OF INTERESTS IN  
ROLLING STOCK**

8 March 2024

**International Registry of Interests in Rolling Stock  
PROCEDURES**

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## **1. AUTHORITY (Section 17 of the Regulations)**

These Procedures are issued in Bern, Switzerland, on 8<sup>th</sup> March 2024, by the Supervisory Authority of the Luxembourg Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Railway Rolling Stock (the “Protocol”), pursuant the Protocol and Section 17 of the Regulations for the International Registry issued by the Supervisory Authority pursuant to the Protocol. The Procedures address administrative matters related to use of the International Registry or otherwise relating to the technical operation and administrative processes of the International Registry. The Procedures supplement, but do not amend or modify, the Regulations and in the event of any conflict between the Regulations and the terms of these Procedures, the Regulations shall prevail.

## **2. DEFINITIONS**

2.1 Terms defined in the Convention, the Protocol, and the Regulations shall have the same meaning in these Procedures unless otherwise specifically set out herein. In addition, the following terms shall have the meaning set out below:

- (a) “password or validation credentials” means the information through which a person acquires access to the International Registry;
- (b) “prescribed” when used in these Procedures is a reference to matters prescribed herein and in the relevant terms and conditions.
- (c) “renewal” means a renewal of approval by the Registrar;
- (d) “terms and conditions” has the meaning provided in Section 17 of these Procedures;
- (e) “website” means the website of the International Registry and associated content at the Uniform Resource Locator (URL): [www.rollingstockregistry.com](http://www.rollingstockregistry.com) or at such other URL as may be agreed with the Supervisory Authority; and
- (f) “in writing” means in written form in English, or such other language as may be agreed between the Registrar and the Supervisory Authority from time to time in accordance with the Regulations, and, where provided or directed to the Registrar, transmitted in accordance with Section 3.

2.2 References to Sections herein are, unless expressly stated to be Sections of the Regulations, are references to Sections in these Procedures and references to fees are references to the corresponding fees set out in the Fee Schedule then applicable.

**3. OPERATION OF THE INTERNATIONAL REGISTRY (*Section 3 of the Regulations*)**

- 3.1 The Registrar shall operate the International Registry and perform the functions assigned to it by the Convention, the Protocol and the Regulations.
- 3.2 The International Registry can be accessed only by Internet electronic communication using the Internet access point of the website in the prescribed manner.
- 3.3 Any information or correspondence that is to be provided to or is directed to the Registrar or the International Registry shall be transmitted through the facilities of the International Registry referenced in Section 3.2 or in the prescribed manner.
- 3.4 A person applying for use of the facilities of the International Registry shall employ a compatible browser, as specified on the website.
- 3.5 The International Registry shall function initially in the English language only but this shall not preclude the Registrar providing on the website documents and lexicons in other languages.
- 3.6 Information or a document in electronic form is presumed to be received by the International Registry only when it enters the information system of the International Registry established for the purpose of receiving information and documents in an electronic form of the type sent and are capable of being retrieved and processed by the International Registry.
- 3.7 Registrations and searches in the International Registry shall be recorded and displayed on International Registry information and records with reference to Coordinated Universal Time (UTC).
- 3.8 The International Registry shall be accessible 24 hours a day, 7 days a week, except if precluded by maintenance performed outside peak periods, or technical or security problems.
- 3.9 Notwithstanding Section 3.8, if, in the opinion of the Registrar, it is not possible to provide one or more functions of the International Registry due to significant operational, technical or security problems which in the opinion of the Registrar may threaten the integrity of the International Registry, the Registrar may:
  - (a) suspend any or all such functions for the period during which, in the opinion of the Registrar, such problems prevail; and
  - (b) terminate, in whole or in part, such suspension of such functions.

- 3.10 Advance notice of any interruption in access, and expected resumption of service, shall, to the maximum extent practicable, be provided via the website.
- 3.11 Decisions of the Registrar referred to in Section 3.9 shall:
- (a) be published on the website as soon as is reasonably possible after they are made;
  - (b) specify the function or functions of the International Registry that have been or are being suspended and the date and time of the suspension; and specify the date and time a suspension is to end.

#### **4. ACCESS TO THE INTERNATIONAL REGISTRY (*Section 4 of the Regulations*)**

##### **Guest users**

- 4.1 Any natural person seeking to have access to the facilities of the International Registry may apply to the Registrar for approval or renewal as a guest user in the prescribed manner. In the application, the natural person shall state:
- (a) the information required by the Regulations, these Procedures and the terms and conditions;
  - (b) the applicant's undertaking to be bound by the conditions set out in Section 4.3.

##### **Authorised users**

- 4.2 Any guest user may apply to the Registrar for approval as an authorised user, and any authorised user may apply for renewal as an authorised user in the prescribed manner. In the application, the applicant shall state:
- (a) the information required by the Regulations, these Procedures and terms and conditions;
  - (b) the applicant's undertaking to be bound by the conditions set out in Section 4.3.

##### **Conditions of International Registry user status and approval**

- 4.3 Approval or renewal by the Registrar of any registry user and the associated ongoing access to the International Registry is conditional on the registry user:
- (a) complying with the provisions of the Regulations, these Procedures, the terms and conditions, and any amendments thereof made;
  - (b) accepting the system employed by the International Registry for identification and

verification of a person who applies for access to the International Registry;

- (c) keeping secure all passwords or validation credentials of the registry user that allow access to the International Registry;
- (d) keeping the registry user's contact information and electronic address up to date with the International Registry in the prescribed manner;
- (e) promptly notifying the Registrar of any information of which the registry user has knowledge that could reasonably be expected to result in unauthorised access to and use of the International Registry, including but not limited to compromise of the registry user's electronic identity or access rights; and
- (f) paying or arranging for and ensuring payment of the fees together with any applicable tax if required by law, using only payment methods that are permitted by the Registrar.

4.4 If a password or any additional validated credentials of a registry user are entered incorrectly, the Registrar may, after one or more failed attempts by a person to enter the correct registry user password or credential, deny access to the facilities of the International Registry by that person, and the registry user whose password or credentials were entered incorrectly will be blocked from and denied access to the facilities of the International Registry until the matter has been resolved as required by the Registrar in its sole discretion or in the prescribed manner.

### **Facilities of the International Registry**

4.5 The following shall be in the form or include information prescribed by, and subject to, the applicable terms and conditions, or be in the form of submission required by the website:

- (a) any application
  - (i) to effect a registration;
  - (ii) to obtain a search of the International Registry;
  - (iii) to obtain approvals and authorisations required to access the International Registry;
  - (iv) to make renew, or revoke an appointment;
  - (v) to obtain an URVIS identifier; or
  - (vi) to inform or make a request of the Registrar in relation to any other matter;
- (b) any matter respecting the operation or use of the closing facility;
- (c) contact information or identity information; or

(d) information that may be prescribed for the purposes of Section 4.1.5 of the Regulations.

4.6 A request to change electronic contact details of an authenticated entity or authorised user shall be sent to the Registrar in the prescribed manner. The Registrar shall notify the person making the request as soon as is practicable after the Registrar has concluded whether the request is authentic and, at the time of the Registrar's conclusion, will ensure that the International Registry reflects, as the Registrar deems appropriate, any change that the Registrar concludes is authentic.

## **5. APPROVAL OF AUTHENTICATED ENTITY AND ADMINISTRATOR**

5.1 An application for approval of a person as an authenticated entity as mentioned in Section 4 of the Regulations shall:

(a) be submitted by an authorised user acting on behalf of the person seeking approval as an authenticated entity in the prescribed manner;

(b) provide, in the prescribed manner, confirmation that the authorised user submitting the application has authority to act and submit the application on behalf of the person seeking approval as an authenticated entity;

(c) name one or more authorised users in the prescribed manner to act as administrator(s) with authority to act on behalf of the person seeking approval as an authenticated entity after that person is approved as an authenticated entity;

(d) provide, in the prescribed manner, confirmation that the proposed administrator is authorized to act on behalf of the person seeking approval as an authenticated entity after that person is approved as an authenticated entity; and

(e) specify the privileges of the administrator(s) in the prescribed manner.

5.2 An application by an authenticated entity for renewal as an authenticated entity shall affirm that the information for the authenticated entity associated with any prior approval by the Registrar of the authenticated entity continues to be accurate or shall provide updated information and shall include any other prescribed information.

## **6. DESIGNATED REPRESENTATIVE**

6.1 A named party may identify a designated representative in the prescribed manner.

## **7. FUNCTIONS AND OBLIGATIONS OF AUTHENTICATED ENTITY**

7.1 Approval or renewal by the Registrar of authenticated entity is conditional on the person seeking approval as an authenticated entity or applying for renewal, as the case may be:

- (a) complying with the Regulations, these Procedures, and the terms and conditions, and any amendments thereof made;
- (b) accepting the system employed by the International Registry for identification and verification that is required as a condition of approval of the authenticated entity;
- (c) selecting and appointing one or more administrators in the prescribed manner and, for each appointed administrator:
  - (i) specifying, in the prescribed manner, the privileges of that administrator; and
  - (ii) ensuring the administrator(s) abides by the Regulations, these Procedures and terms and conditions;
- (d) ensuring that any administrator no longer authorised to act on behalf the authenticated entity is promptly removed as an administrator and the appointment of the administrator is revoked in the prescribed manner;
- (e) having responsibility for all actions of its administrator(s) taken in relation to the International Registry, which shall be deemed to have been authorised by that authenticated entity while that entity is appointed as an administrator and until that administrator is removed and the administrator's appointment as an administrator is revoked by the authenticated entity in the prescribed manner, including but not limited to keeping secure all passwords or validation credentials of its administrators that allow access to the International Registry;
- (f) promptly notifying the Registrar of any information of which the authenticated entity has knowledge that could reasonably be expected to result in unauthorized access to and use of the International Registry, including but not limited to compromise of authenticated entity or any of its administrators;
- (g) ensuring payment of the fees together with any applicable tax if required by law, using only payment methods that are permitted by the Registrar; and
- (h) ensuring the accuracy of the data transmitted to the International Registry on its behalf.



7.2 Until an administrator is removed and the appointment of the administrator is revoked in the prescribed manner by the person or authenticated entity that appointed the administrator:

- (a) the Registrar may rely upon and has no obligation to verify the validity or continuing authority of an appointed administrator to act on behalf of an authenticated entity; and
- (b) reliance by the Registrar on the actions of an appointed administrator, where revocation of its authority has not been notified to the Registrar in the prescribed manner, will not result in liability or an error or omission of the Registrar.

## **8. FUNCTIONS OF ADMINISTRATOR OF AN AUTHENTICATED ENTITY**

8.1 Where an administrator has, in the prescribed manner, been assigned the privilege of appointing additional administrators for an authenticated entity, that administrator shall also have the authority to:

- (a) with respect to any other appointed administrator for that authenticated entity, assign, in the prescribed manner, the privilege of appointing additional administrators; and
- (b) remove or revoke in the prescribed manner, the appointment of any administrator for that authenticated entity.

8.2 An administrator shall, for the authenticated entity for whom the administrator acts:

- (a) keep the authenticated entity's registered contact information and electronic address up to date with the International Registry in the prescribed manner; and
- (b) where the administrator has been assigned the privilege of appointing additional administrators for that authenticated entity:
  - (i) ensure that each authorised user it appoints as an additional administrator for that authenticated entity keeps its registered electronic address and other details up to date with the International Registry in the prescribed manner;
  - (ii) promptly remove and revoke the approval of an administrator in the event that administrator is no longer authorised to act on behalf of the authenticated entity.

## **9. REGISTRAR FUNCTIONS**

- 9.1 The Registrar shall issue an approval or denial of an application for approval or renewal of a registry user or an authenticated entity as soon as is practicable.
- 9.2 The Registrar may, in its sole discretion, refuse to approve an application by any person for approval or renewal as a registry user or an authenticated entity. Refusal of an application shall not prevent a person from making a subsequent application for approval or renewal. When the Registrar has refused to approve an application for approval or renewal as a registry user or an authenticated entity, the Registrar shall, if requested in writing by the person whose approval or renewal was refused, specify in writing to that person the reasons for the refusal.
- 9.3 The Registrar may suspend or revoke approval or renewal, or remove, limit, disable, or block any person from access to the facilities of the International Registry or from obtaining an URVIS identifier as the Registrar, in the Registrar's sole discretion deems necessary, including:
- (a) where, in the Registrar's opinion there has been, or may be, or there exists a risk of fraudulent registrations or other misuse, including the misuse of information referred to in Section 3.6-3.7 of the Regulations or misuse of any URVIS identifier;
  - (b) where there is a security breach that is expected to result in unauthorized registrations or access to the International Registry;
  - (c) where the renewal of the registry user or authenticated entity is not completed, or the URVIS identifier is not obtained or used, in accordance with the Regulations, these Procedures and terms and conditions;
  - (d) where the costs referred to in Section 5.6(g) or 5.12(g) of the Regulations are not paid within 21 days following a demand by the Registrar for such payment; or
  - (e) refusal by the Registrar to permit the following:
    - (i) an automated search; or
    - (ii) a search relating to a large volume of registration information that has, or could have, a material adverse effect on the efficient operation of the International Registry.
- 9.4 The Registrar may make such investigation as it considers necessary in connection with use of the International Registry by any person. A person subject to the investigation shall provide full cooperation with the Registrar and shall promptly provide all information and documentation requested by the Registrar.

**10. URVIS IDENTIFIERS** (*Section 5 of the Regulations*)

- 10.1 A person adopting or revoking the Model Rules by way of declaration or deemed by applicable law to have adopted or to have withdrawn adoption of the Model Rules in accordance with Article 4.2 of the Model Rules shall notify the Registrar of such adoption or withdrawal of adoption in the prescribed manner.
- 10.2 All applicable fees and taxes payable for purchase of an URVIS identifier shall be paid at the time of issuance of the URVIS identifier and when paid are not refundable.
- 10.3 The Registrar may appoint a third party to distribute URVIS identifiers in accordance with the Regulations and in the prescribed manner.
- 10.4 The Registrar may prescribe or require the provision of identity information or other information by any person seeking to obtain or who has obtained an URVIS identifier.
- 10.5 The Registrar may refuse to issue or allocate an URVIS identifier to any person due to non-compliance with Section 10.4 or in circumstances contemplated by Section 9.3.

**11. EFFECTING AND CONSENTING TO REGISTRATIONS** (*Section 6 of the Regulations*)

- 11.1 An application to effect a registration shall be made in the prescribed manner.
- 11.2 Each named party required to consent under Article 20 of the Convention shall be electronically requested to consent thereto in the prescribed manner prior to a registration, amendment, discharge, or transfer of the right to consent to a discharge, being effected in the International Registry. Once all the required information is submitted to the International Registry, each person whose consent is required as provided in the Regulations and who is identified in the submission:
- (a) will be notified electronically by the Registrar; and
  - (b) shall be given the opportunity to consent thereto, through the website, in the prescribed manner, for a period of 36 hours following such notification or such other period as may be prescribed.

In the event that a person whose consent is required as provided in the Regulations fails to give its consent within the required 36-hour period or such other period as may be prescribed, the application for registration, amendment, discharge, or transfer of the right

to consent to a discharge, will not result in a registration and will be returned to the applicant and will have no effect in the International Registry.

- 11.3 Upon receipt of all consents required under Article 20 of the Convention and applicable fees, the International Registry shall effect the registration and issue confirmation thereof in the prescribed manner to all parties entitled to receive a confirmation thereof under Section 6 of the Regulations.
- 11.4 Any applications for registration that are returned in accordance with Section 11.2 shall not appear in any search result.

## **12. SEARCHES AND SEARCH RESULTS (*Section 8 of the Regulations*)**

- 12.1 Any registry user or authenticated entity may conduct a search of the International Registry in the prescribed manner.
- 12.2 Any data provided by the International Registry other than by a priority search certificate do not provide the basis for establishing or determining rights of any person under the Convention or Protocol or otherwise.
- 12.3 When a priority search certificate is requested, a priority search certificate will be issued in the prescribed manner and made available to the searching person. A priority search certificate that is not issued by the International Registry in the prescribed form is not valid.

## **13. HELP DESK AND TECHNICAL SUPPORT (*Section 3 of the Regulations*)**

- 13.1 The normal business hours of the International Registry shall be as prescribed and set out on the website.
- 13.2 A person may access the technical support function of the International Registry by contacting the help desk by the means specified on the website. The “help” pages of the website and email communication should be used whenever possible. A person communicating with the help desk shall:
- (a) specify the nature of the problem or question;
  - (b) provide the natural person’s full name and, when applicable, the name of any other person, including an entity or company, for which the person is acting;
  - (c) identify the type of user and role of such person is (e.g. guest user, authorised user, authenticated entity, designated representative, administrator, named party, etc.); and

- (d) provide a contact email address or telephone number.
- 13.3 The Registrar may, to the extent consistent with applicable privacy law, verify the identity of all persons referred to in Section 13.2 and log and record communications with the help desk.
- 13.4 The hours of operation of the help desk will apply subject to exceptions thereto, such as where precluded by maintenance performed outside peak periods, or technical or security exceptions. Notice of interruption and resumption of access to the help desk and its services will be as provided by the Registrar on the website or such other manner determined by the Registrar.
- 13.5 Response times to requests for help desk assistance will depend on demand.
- 13.6 The help desk will not provide support, advice or information concerning:
- (a) a person's computer or network system, internet access, including its connectivity and performance or web browser;
  - (b) legal matters; or
  - (c) system security policies.

**14. COMPLAINTS (Section 9 of the Regulations)**

- 14.1 A person may submit a complaint to the Registrar as provided in Sections 9.1-9.4 of the Regulations in writing.
- 14.2 A complaint shall include a statement in writing containing full details of the facts giving rise to the complaint.
- 14.3 The Registrar shall acknowledge the complaint, and, if appropriate, seek further information, within 15 days of receipt of the complaint.
- 14.4 The Registrar shall respond to the complaint or state why it is not able to do so, within 15 days of receipt of the complaint or, within 15 days of receipt by the Registrar of any further information sought by the Registrar under Section 14.3. The Registrar shall transmit a copy of the complaint and its reply to the Supervisory Authority.
- 14.5 Where a complaint is made under Section 9.1 of the Regulations
- (a) if, within 30 calendar days of receiving a response from the Registrar, the person does not consider that the complaint has been or is being satisfactorily addressed by the

Registrar, that person may submit the complaint to the Supervisory Authority, with a copy to the Registrar, for further consideration. Submission of the complaint to the Supervisory Authority shall be made stating the full facts of the case either by email or by letter to the address for the Supervisory Authority listed on the website;

- (b) if the Supervisory Authority determines that changes to the Procedures or any other documentation of the International Registry is appropriate, it will instruct the Registrar to make such changes.

## **15. CLAIMS AGAINST THE REGISTRAR**

- 15.1 All claims against the Registrar alleging liability of the Registrar as provided in Article 28 of the Convention and Article XV(5) of the Protocol shall be notified in writing to the Registrar by email to [registrar@rollingstockregistry.com](mailto:registrar@rollingstockregistry.com) or such other address as may be prescribed within three (3) months of the claimant becoming aware of the existence of the claim.
- 15.2 A claim notification mentioned in Section 15.1 shall include a written statement containing full details of the facts giving rise to the claim.
- 15.3 All claims shall be subject to a consultation period during which the claimant and the Registrar must attempt in good faith to resolve the claim. The consultation period shall be three (3) months from the date the Registrar receives notification of the claim, or the statement of facts (if later). The three-month period may be extended by mutual agreement of the parties.
- 15.4 If following the consultation period, the claim has not been resolved, the parties may engage in mediation, conciliation, arbitration or other dispute resolution process, but the claimant may, subject to the procedural requirements of the applicable law, commence proceedings against the Registrar in accordance with Articles 28 and 44 of the Convention and Article XV(5) of the Protocol.
- 15.5 Nothing in these Procedures shall:
  - (a) operate to extend any limitation period applicable under the applicable law; or
  - (b) affect a party's right to commence proceedings where otherwise a limitation period would expire.

**16. EFFECTIVE DATES** (*Sections 17, 18 and 20 of the Regulations*)

- 16.1 In accordance with Section 17.1 of the Regulations, these Procedures may only be amended with the prior consent of the Supervisory Authority. The authentic version of amendments to these Procedures approved by the Supervisory Authority shall be published on the website and in an official publication of the Supervisory Authority.
- 16.2 Any amendments to these Procedures, other than interim modifications as permitted by Section 17.1 of the Regulations, shall take effect one calendar month after the date of their publication on the website unless otherwise determined by the Supervisory Authority.
- 16.3 Interim modifications as permitted in Section 17.1 of the Regulations shall take effect on the date of their publication on the website or such other manner of publication with the prior consent of the Supervisory Authority.

**17. TERMS AND CONDITIONS**

- 17.1 The Registrar may promulgate terms and conditions that supplement these Procedures including:
- (a) relating to access to and the operation of the International Registry;
  - (b) respecting the issuance or allocation of URVIS identifiers;
  - (c) defining any term in a manner that is not inconsistent with and that is not otherwise defined in the Regulations or these Procedures;
  - (b) prescribing forms.
- 17.2 Terms and conditions do not amend or otherwise modify these Procedures and in the event of any conflict between the provisions of these Procedures and the terms and conditions, the provisions of these Procedures shall prevail.
- 17.3 Terms and conditions and amendments thereto shall be published on the website unless the Registrar concludes that emergency circumstances warrant some other manner of publication to be determined by the Registrar.
- 17.4 An amendment shall take effect 7 days after it has been published, unless the Registrar concludes that emergency circumstances warrant a shorter period of time.

**18. FEES FOR USING THE INTERNATIONAL REGISTRY** (*Section 14 of the Regulations*)

- 18.1 The Registrar shall charge the fees for the services it provides in accordance with the fee schedule together with any amounts payable pursuant to Section 14.2 of the Regulations and any applicable taxes or duties thereon, in accordance with the terms and conditions.
- 18.2 The fees are the maximum fees chargeable by the Registrar. Nothing herein shall preclude the Registrar, in its sole discretion, charging fees less than those stated in the fee schedule as long as any reductions are applied on a non-discriminatory basis.
- 18.3 The Registrar may collect and process data necessary to comply with applicable law relating to the taxation of fees paid for International Registry services.
- 18.4 All applicable fees and taxes shall be paid at the time of any application or submission to the Registrar and when paid are not refundable.
- 18.5 Any application for approval as a registry user or as an authenticated entity for the first time will require payment of the applicable approval fees, after which the registry user or authenticated entity will have access to the facilities of the International Registry for a twelve (12) month period and following the expiration of which the registry user or authenticated entity shall apply for renewal in the prescribed manner.
- 18.6 Upon expiry of each twelve (12) month period following approval of a registry user or an authenticated entity, any annual application for renewal of a registry user or an authenticated entity will require payment of the applicable fees for the renewal.
- 18.7 The Registrar may, in its sole discretion, refuse to provide a renewal and require any previously approved registry user or authenticated entity to submit a new application for approval as a registry user or authenticated entity, as the case may be, for which the applicable approval fee will be charged.
- 18.8 When a single application or submission relates to more than one item of railway rolling stock, unless otherwise identified in the Fee Schedule, the fee is charged in relation to each item of railway rolling stock identified in the submission.
- 18.9 A priority search certificate fee is payable for each URVIS identifier included in a priority search certificate.

**19. ENTRY POINTS** (*Section 13 of the Regulations*)

- 19.1 The arrangements referred to in Section 13.6 of the Regulations shall be as set out in the relevant terms and conditions.