

AGREEMENT

governing the exchange and use of coaches

in international traffic

RIC
EXTRACT

dated 1/1/2014

Enclosed sheets are either new or replace existing pages



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EXTRACT

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Amendments to the Agreement

Amendments		Amendments	
No.	Date	No.	Date

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Preliminary observations

- 1 The **List of addresses of signatories** to the RIC is provided in **Appendix I**.
- 2 In all transactions, the different vehicle categories are identified by the abbreviations shown in section 2.1.
- 3 In the provisions of the Agreement, the vehicle number is identified by the complete 12-digit number based on the standard digital marking for hauled coaching stock (see Appendix P to the TSI for the Operation and Management of Railway Traffic).
- 4 - Reserved -
- 5 Provisions marked by a bold line in the margin identify modifications introduced on the date shown at the bottom of the page.
- 6 If the RIC Agreement refers to documents issued by the European Union, the latter must be construed and applied in their latest version.

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List of abbreviations

BCC	Central Clearing House (Bureau Central de Compensation) in Brussels
COTIF	Convention concerning International Carriage by Rail
GCU	General Contract of Use for wagons
CUV	Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV – Appendix D to the Convention)
RU	Railway Undertaking
EVF	Bureau for the Exchange of Railway Vehicles
EWP	European Table of Through-Carriage Services
FTE	Forum Train Europe
IM	Infrastructure Manager
kv	Vehicle kilometre
NSA	National Safety Authority
NVR	National Vehicle Register
TSI OPE	Technical Specification of Interoperability for the operation and management of railway traffic (TSI Operation)
UIC	International Union of Railways (Union Internationale des Chemins de Fer)
TU	Technical Unity
VKM	Vehicle Keeper Marking

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I. Preliminary provisions

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1 Subject of the RIC

1.1 The RIC regulates the exchange of passenger trains consisting of

- coaches, including sleeping cars, couchette-coaches and dining cars,
- luggage vans, or
- car-carriers,

between Railway Undertakings (RU) within the scope of application of the currently applicable COTIF and the use of such vehicles. The RIC also regulates the conditions of use and of handling of the vehicles applicable between the respective RU and the keepers.

The list of signatories to the RIC (RUs and keepers) is included in **Appendix I**.

In accordance with this Agreement, the wording "RU" or "keeper" is restricted only to those RUs and keepers listed in **Appendix I**.

1.1.1 RUs may agree to exchange and operate other vehicles used in passenger traffic (for example: multiple-unit sets) taking this RIC as the inspiration for such an agreement.

1.1.2 - Reserved -

1.2 - Reserved -

1.3 - Reserved -

1.4 The RIC defines the distribution of responsibilities in the event of damage caused to the vehicles or by the vehicles.

1.5 The RIC Internal Regulation is given in the annex to **Appendix I** of the RIC.

1.6 The Agreement enters into force on 1 January 2014, and supersedes the Agreement governing the exchange and use of coaches in international traffic (edition of 1.1.2001).

1.7 The RIC shall apply with the exception of any contrary obligatory provisions in the international Uniform Rules of the CUV (Appendix D COTIF 99).

1.8 The provisions of this multilateral Agreement shall apply between partners applying the RIC, unless any other contrary provisions have been agreed between them.

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2 Designation of vehicles

2.1 In all information exchanges, in the European Table of Through-Carriage Services (**EWP**), in proposals, agendas, minutes, etc., the following abbreviations are to be used when referring to the different vehicle categories:

2.1.1 Serial letters

A	1st class coach with seats
B	2nd class coach with seats
AB	1st/2nd class coach with seats
WL	Sleeping cars with serial letter A, B or AB depending on the type of accommodation offered. The serial letters for sleeping cars with "special" compartments are supplemented with index-letter "S".
WR	Dining car
D	Van
DD	Open, 2-tier car-carrier van
Salon	Salon
SR, WG, AS	Bar coach with dancing facilities
WSP	Pullman coach

Serial-letter combinations are authorised. In addition, the serial letter "R" is used to denote coaches with dining car, buffet or bar compartment.

2.1.2 Index letters

b, h	Coach fitted out to carry mobility-impaired passengers
c	Compartments convertible into couchette accommodation (e.g. Ac, Bc, AcBc)
d, v	Coach fitted to receive bicycles
ee, z	Vehicle fitted with central power supply
f	Vehicle fitted with driver's cab (driving trailer)
p, t	Centre-aisle coach with seats
m	Vehicle over 24.5 m in length
s	Centre-aisle in vans and coaches with luggage compartment (e.g. Ds)

2.1.3 Exchange codes in accordance with Appendix P7 of the TSI OPE

Vehicles with the codes listed below are fit for international traffic:

51	Fixed-gauge, non-air-conditioned vehicles
52	Adjustable-gauge (1 435/1 520 mm) non-air-conditioned vehicles
54	Adjustable-gauge (1 435/1 668 mm) non-air-conditioned vehicles
56*	Fixed-gauge vehicles (whose keeper is not an RIC RU)
61	Fixed-gauge, air-conditioned vehicles
62	Adjustable-gauge (1 435/1 520 mm) air-conditioned vehicles
64	Adjustable-gauge (1 435/1 668 mm) air-conditioned vehicles
66*	Adjustable-gauge vehicles (whose keeper is not an RIC RU)
73	Fixed-gauge, air-conditioned and pressure-tight vehicles

* This coding can be found on vehicles registered before 26/10/2010 in accordance with Appendix P7 of the TSI OPE.

2.1.4 **Car-carrier wagons**

Le	Open 2-axle 2-tier wagon
Leq	Open 2-axle 2-tier wagon fitted with train cable
Laeq	Open 3-axle 2-tier wagon fitted with train cable

2.2 If required, the number of compartments is shown in the form of an index, for example, Bc9.

2.3 Services must be identified by the number assigned to them in the **EWP**.

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II. Provision and exchange of vehicles

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3 Services, provision and quality

3.1 Services plus the provision and quality of vehicles are the subject of agreements between the RUs and are confirmed for specific timetable periods within the framework of the **FTE**, and listed with a service identification number in the **EWP** for example.

3.2 For couchette-coaches, overnight services, the number of available compartments and the number of compartments converted into couchette accommodation must be the subject of an agreement and must be shown in the **EWP**.

For couchette-coaches, sleeping cars and dining cars, the operators (contractors) supplying on-board services as listed in the **EWP** for example are defined in the context of an agreement between the RUs.

3.3 Services provided by relief vehicles including out-of-service running can also be determined outside the **FTE** framework

- in the medium term: through special meetings,
- in the short term: respectively in writing or by phone through the departments listed in **Appendix I**, line 6.

3.4 RUs must use coaches in accordance with the provisions in sections 3.1 and 3.3. Out-of-service coaches must be repatriated to their keeper as soon as possible.

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4 Conditions for train consists and the treatment of vehicles

4.1[#] Trains must only comprise vehicles accepted for exchange. The vehicles defined in section 1.1 are accepted for exchange:

- from the standpoint of their design characteristics: when they bear the **RIC** symbol (sections 17.1 and 17.2),
- when they comply with the conditions relevant for the planned turnaround cycle in **Appendix II** of the RIC,
- in the case of conveyance by train-ferry, when they meet the conditions in **Appendix III**,
- for running over broad-gauge lines, when they meet the conditions in **Appendix II** and particularly in its annex,
- from the standpoint of their technical maintenance level, when they meet the conditions in Chapter VI.

4.1.1[#] Technical specifications

The keeper must possess vehicles that have been authorised for service by a national safety authority (such as the NSA) and its vehicles must be entered in the National Vehicle Register (NVR) of the relevant country.

The keeper is obliged to ensure that its vehicles comply in technical terms with the applicable European regulations and that they continue to do so throughout their period of use.

Any vehicles authorised for exchange must, as a minimum, bear the RIC symbol or the interoperability symbol defined in Appendix P7 of the TSI OPE.

The identification of the vehicle must comply with Appendix P of the TSI OPE.

The name of the keeper (VKM) must also be present on the vehicle.

The markings and signs applied to the interior and exterior of the vehicles must comply with Chapter VII of the RIC.

The vehicles must meet the specific conditions laid down by **Appendix II** of the RIC, taking the planned rotations into account.

In the case of conveyance by train-ferry, the vehicles must satisfy the conditions in **Appendix III** of the RIC.

4.1.2[#] Condition of coaches

In terms of the requirements of the present Agreement and with regard to the other RUs, the keeper is responsible for maintenance.

See point 19.2.

4.1.3[#] Ventilation, heating, air-conditioning and lighting systems, as well as all their respective connectors, must be in proper working order all year round.

4.2[#] Vehicles which do not meet the conditions in section 4.1 are only accepted on the basis of special agreements.

4.3[#] The maximum mandatory speed for coaches, possible obligatory fixtures such as electronic brakes, the minimum braked weight expressed as a percentage in relation to the tare weight of the vehicles, and power supply conditions plus other special provisions (including those in **Appendix II**), are respectively given in the **EWP**, or must be agreed separately between RUs.

4.4 The coupling together of vehicles in a train must be performed correctly in a manner that ensures continuity of the various circuits or pipes as required.

Gangway connections between vehicles must be securely established and made safe.

The main brake pipe must be connected using a single brake-hose coupling.

The screw couplings must be tightened in a manner that ensures the buffers are slightly compressed on the level and on straight track. Screw couplings that are not used must be suspended to the fittings specially provided for this purpose.

The 13- or 18-pin UIC cables must be double-connected as far as possible.

Train cable connectors (heating-circuit connections) must remain connected throughout the year irrespective of the services provided. The train cable must remain energised for as long as the vehicles are in service. Interruptions must be kept to a strict minimum.

4.5 When not in use, couplings and connecting cables must be housed in their mountings and dummy coupling sockets.

4.6 On departure, the inside temperature of each vehicle in heating mode and of air-conditioned coaches throughout the year must be at an adequate level. The same conditions also apply to vehicles added to the train consist en route.

4.7 On train departure the water tanks must be filled up. Use of industrial water for tank filling is prohibited.

4.8 The position of the vehicles in the train consist must comply with the formation plans agreed between the RUs concerned.

When this rule is waived for exceptional reasons, any exchange stations, the train's destination station and the departments listed in **Appendix I**, line 6, must be so informed.

4.9 The state of cleanliness as well as the emptying of retention toilets must conform to the provisions in section 7, and the apposition of destination boards/numbering plates must comply with the provisions in section 42.

4.10 Each RU must ensure that all vehicles are treated with due care and attention. Gravity-shunting and fly-shunting of coaches are prohibited.

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4.11 Trains incorporating coaches marked ee are to be provided with electricity according to the table below.

For trains incorporating vehicles marked (p) (**Appendix V/17**) or (wc) (**Appendices V/15 and V/19**), the connections must additionally be set up for the compressed-air-supply in accordance with the table below:

Operation	Train cable	Main pipe [bar]	General pipe [bar]
Cleaning			
- Internal cleaning	yes	≥ 6 ¹⁾	5 ¹⁾
- WC cleaning	yes	≥ 6	5 ¹⁾
Shunting			
- Not exceeding 2 hours	—	—	5
- Exceeding 2 hours	yes ³⁾	≥ 6	5
Stabling			
- Not exceeding 2 hours	—	—	—
- Exceeding 2 hours	yes ³⁾	≥ 6	5 ¹⁾
- Ready for departure ²⁾	yes	≥ 6	5
- Preconditioned	yes	≥ 6	—
- De-iced	yes	≥ 6	—
- Empty WC	yes	≥ 6	—
Mg braking test	yes	≥ 7.5	5

4.12 The following procedure must be observed to cater for any risk of frost:

The water tanks of vehicles marked with a yellow ring (see section 37.1) must be emptied once the vehicles are no longer heated.

The water tanks of vehicles marked with a yellow ring (see section 37.1) must be emptied once the vehicles are stabled in the open without heating for more than twelve hours with an outside temperature below -10°C, providing the inside temperature has reached some +20°C before the heating was switched off.

4.13[#] Incorporation of freight wagons into passenger train consists is subordinated to prior agreement between the RUs concerned.

4.14[#] Driving trailers may only run with the driver's cab in service if a specific agreement has been concluded between the RUs involved.

¹⁾ Only for door opening if the main pipe has remained disconnected for more than 2 hours.

²⁾ All the functions must be fully guaranteed on the train.

³⁾ For coaches with replenished freezers and fridges, if the power supply has been cut off for 2 hours the train cable must remain live for at least 2 hours. Short power breaks are allowed.

[#] Non-compliance with the points in section 4 followed by # constitutes grounds for refusing a vehicle.

5 Handover – Acceptance – Refusal

The signatory RUs accept the vehicles of keepers within the context of a business agreement.

5.1 The RUs may refuse vehicles if:

- their acceptance is prohibited by the relevant authorities, or following the publication of special instructions with which the vehicles do not comply. These special instructions must be notified to the RUs and the keepers concerned in good time;
- exceptional circumstances (in particular with regard to force majeure) temporarily hinder their acceptance:
 - Trains that have travelled through regions where quarantine laws are in force,
 - Vehicles that have been used for carrying special loads, the mandatory health and hygiene rules (disinfection, cleaning and decontamination) have not been applied to them;
- the vehicles do not comply with the conditions laid down in section 4 marked with #;
- it is temporarily impossible to receive them for a specific reason applicable to the RU concerned;
- the state of the vehicles does not comply with the technical specifications in Chapter VI of the RIC.
- the damaged vehicles have not been handled in accordance with section 11 of the RIC.

The refused vehicles must always be taken back by the transferor RU, irrespective of their condition and regardless of any damage which might justify their refusal. The RU that is refusing the vehicles must inform the keeper of the reasons for refusing its vehicle(s).

5.2 Treatment of vehicles

5.2.1 Technical inspection

Trains must undergo a technical inspection before they can be approved, the requirements of which can be found in **Appendix VI** of the RIC. This technical inspection must be performed in the same manner regardless of which vehicle keepers or transferor RUs are involved. However, the national safety authorities (ANS) may request the performance of additional test steps within the context of this technical inspection.

RUs may decide to waive these inspections on the basis of bi- or multi-lateral agreements.

5.2.2 Vehicle belonging to a non-signatory keeper

5.2.2.1 The present provisions also apply to vehicles belonging to keepers that are not signatories of the RIC, and which are accepted for handover or exchange by a signatory RU (according to the conditions defined by the signatory RU pursuant to **Appendix II.2**).

In this case, the signatory RU that has concluded a contract in accordance with **Appendix II.2** with the non-signatory keeper is deemed to have substituted itself for the real keeper of the vehicles with regard to the commitments and obligations arising from the RIC in terms of the other RUs taking part in the forwarding of vehicles for the planned term of the contract (**Appendix II.2**).

5.2.2.2 This also applies to vehicles handed over by Railway Undertakings that are not signatories of the RIC to an RU that is a signatory of the RIC. In this case, the RU that introduced the non-signatory RUs shall guarantee to the other partners applying the RIC that the instructions of the RIC have been respected for these vehicles.

5.2.3 Handover of a vehicle to non-signatory parties

5.2.3.1 If an RU transfers vehicles belonging to other keepers to a Railway Undertaking which is not a signatory to the RIC, it is responsible for the use and treatment of these vehicles by said Railway Undertaking, unless other agreements covering vehicle exchange are in force between the keeper and the non-RIC RU to which the vehicles are transferred.

5.2.3.2 Any RU that transfers a vehicle to a non-signatory party without the authorisation of the keeper shall be liable to the latter, in particular for any damage that may result. The civil responsibility of the non-signatory party shall remain unaffected.

5.3 Liability

The liability of the RU begins at the moment when the vehicle is accepted.
The liability of the RU and of the keepers is described in Chapter IV – Treatment of irregularities.

5.4 Any faults detected during the journey, in particular faults giving rise to restrictions on the vehicle's operation and use and including those affecting fire extinguishers and the public address system, must be notified without fail to the RU taking charge of the vehicles when the vehicles are handed over.

5.5 In order to simplify rolling-stock exchanges it is recommended that RUs make use of the "International Passenger Train Statement" provided as **Template W** of the RIC.

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III. **EXTRACT** Positioning of trains

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6 Running of vehicles

6.1 RUs are only dispensed from running agreed vehicles in the following cases:

- if the line over which the vehicle is to run is impassable or if the train-ferry on which the vehicle is to be conveyed cannot be used;
- if the vehicle is prevented from running in cases of force majeure;
- if the vehicle's state of cleanliness or its technical condition derogate from the provisions in section 10 or Chapter VI.

6.2 The RU must ensure the filling of the potable-water tanks at intermediate or exchange (transfer) stations with sufficiently long scheduled stops (see also section 4.7).

6.3 As regards cleaning during the actual journey, see section 7.5.

6.4 A vehicle may be run beyond the destination station in exceptional circumstances and only by agreement with the keeper.

6.5 RUs shall agree beforehand on the following:

- the routing of vehicles and/or trains in the event of scheduled or unscheduled diversions;
- the RU contact partners for the ordering, execution and cancellation of diversions;
- the compensation, by the RU causing the diversion, of the real costs/additional costs arising for the RUs obliged to divert their vehicles.

Rights stemming from contracts on the RIC and involving the RUs concerned must be observed (see also **Appendix VIII**).

6.6 The party responsible for a diversion is considered to be any RU which, due to restrictions on lines belonging to an IM with which it has a contractual relationship,

- orders the positioning of vehicles and/or trains, as provided for by section 6.5, by an RU not involved in the scheduled service,
- orders an RU not involved in the scheduled service to hand over or accept vehicles and/or trains, as provided for by section 6.5, in an exchange station other than the one that was subject of an agreement.

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7 Cleaning, emptying and disinfection of vehicles

7.1 The RU which places vehicles in service is responsible for their cleaning. This RU must ensure that at the departure station for the route in question the interior and exterior cleanliness of all these vehicles meets the quality requirements given in **Appendix IV** to the RIC. The hygiene of toilets and wash-basins, and their supply with products must be the focus of special care.

7.2 Each RU must ensure that at terminal stations, the interior cleaning meets the quality requirements given in **Appendix IV** to the RIC.

7.3 The cleaning of dining cars, sleeping cars and couchette-coaches (set for night use) is the responsibility of the operator.

The operator must also organise the following:

- the supply, removal and cleaning of bed linen and blankets, also the preparation of couchettes for use at night and the reconversion for daytime use of compartments in couchette-coaches and sleeping cars.

Special agreements between RUs or between RUs and their service contractors are authorised.

7.4 International trains with a journey time that exceeds 6 hours must be cleaned during their journey in accordance with **Appendix IV**.

The terms for cleaning work during the journey are fixed for a full timetable period by the RUs.

7.5 A vehicle which has been used by persons suffering from a contagious disease must immediately be cleaned and disinfected in accordance with the sanitary hygiene regulations applicable in the country where the vehicle terminated its journey.

7.6 If an RU observes that a train repeatedly includes vehicles that do not meet the quality criteria prescribed, this situation must be remedied between the RUs concerned.

7.7 Vehicles in a poor state of cleanliness must be provided with labels as shown under **Template M**. Anomalies must be entered in the logbook (**Template X**). If due to insufficient cleaning the general condition of a vehicle makes it unfit for passenger use, for example the presence of hardened filth, withdrawal of the vehicle is justified.

This vehicle must then be provided with labels as shown under **Template K** and treated as set out in section 8.

If unscheduled work is carried out, the relevant costs may be charged to the RU that ran the vehicle.

7.8 The RU that runs vehicles fitted with a closed toilet system must, as a general rule, take responsibility for emptying the system. Exceptions to this rule, including the possible charging for the costs incurred, must be agreed between the RUs on a contractual basis.

IV. **Treatment of irregularities**

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8 **Withdrawal, replacement and return of vehicles to service**

8.1 The labels shown under **Templates K, L blue, L red, M and R¹** for use in case of irregularities must be stuck on either side of the vehicle at the place stipulated in **Appendix V/1**. Other labels are to be affixed at the place specified for each case in the text.

The labels shown under **Templates K, L blue, L red and M** must be printed in either French, German or Italian. The labels shown under **Templates S and S¹** must be printed in French, German, Italian and English.

A further language may also be added.

8.2 A withdrawn vehicle must as far as possible be replaced with a vehicle suitable for exchange, of the same type and of the same class. The departments of the RUs and the keepers concerned shall agree on the exchange and the return of this vehicle.

8.3 If a vehicle is unable to run due to damage, missed connection, refusal, track hold-ups or for any other reason, the departments of the keeper and the RUs concerned with the journey must be so advised in accordance with **Appendix I**, line 6.

The RUs concerned must arrange for the information to be passed on to these departments and to customers.

8.4 The advice issued in accordance with section 8.3 must state:

- the date of withdrawal,
- the number of the vehicle with the name of the keeper (VKM) and the serial number,
- the train number,
- the station where the vehicle was withdrawn from service,
- the reason for withdrawal and, if possible, the probable length of retention,
- the type and run of the replacement vehicle.

8.5 When a withdrawn vehicle is brought back into service or is returned, the departments of the RUs and the keeper concerned must be so advised in accordance with **Appendix I**, line 6.

9 Forwarding of vehicles taken out of service

9.1 Out-of-service coaches must be forwarded in priority by passenger trains, taking the loaded journey into account.

The forwarding of freight trains must remain an exception and is subject to the agreement of the keeper.

The charges for forwarding must be borne by the keeper except in the case of damaged vehicles; in such cases, the costs are charged to the party responsible for the damage.

The departments of the keeper and of the RUs involved in the run of the vehicle must be informed in accordance with **Appendix I**, line 6.

9.2 Out-of-service vehicles must be forwarded with labels as shown under **Template B**, showing the destination station.

These labels are to be affixed on both sides of the vehicle, at the place stipulated in **Appendix V/1**.

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10 Interior fittings and accessories

10.1 Interior fittings, as understood in this section, comprise:

- internal vehicle fixtures such as upholstery, side panelling, floor coverings, curtains, etc.,
- posters, notices, markings, signs and pictograms in accordance with section 39.

Interior-fitting accessories are neither inscribed on the vehicle nor listed in an inventory. They are neither repaired nor replaced by the user RU.

10.2 Accessories as understood in this section comprise movable parts inside vehicles including items of furniture and tools. These objects must be mentioned in a checklist placed inside the vehicle and, if possible, inside the locker housing electrical equipment (section 39.3.11).

10.3 If interior fittings or accessories have been damaged or are missing, the logbook (**Template M**) must be annotated (section 19.3).

10.4 Neither the interior fittings nor the accessories must be separated from their vehicle.

If, however, they have been removed either due to damage or for other reasons, they must be labelled and returned with a consignment note and accompanying document, as shown under **Template C**, to the relevant department of the keeper shown in the List of addresses. The consignment note must be endorsed with the words "see appended **Template C**" in the space reserved for customs-related information. This document must give details of the accompanying articles, their condition and if possible the vehicles to which they belong.

Transport costs are to be borne by the forwarding RU.

10.5 All or a large number of interior fittings or accessories are damaged or missing, or if the fixtures in question are repeatedly damaged or missing, the RU using the vehicle is accountable for the damage sustained, but will only be liable for the loss of fixtures and accessories if the latter are mentioned in the checklist. The costs are calculated and debited in accordance with section 13.4 by the keeper.

10.6 As a rule no cross check is conducted at exchange stations to determine the presence and condition of the items mentioned in sections 10.1 and 10.2.

However a second damage report produced by the keeper or the transferor RU may be requested by the RU taking charge of the vehicle:

- immediately on acceptance, if all or a large number of interior fittings and accessories are damaged or missing,
- after prior notice has been given to the keeper or the transferor RU, in cases where damage to or loss of minor items are a frequent occurrence.

The RUs concerned and the keeper shall receive this damage report.

11 Damaged vehicles

11.1 In principle, the keeper is responsible for arranging repair of its vehicles. However, the RU where the damage occurred or was reported must ensure that the vehicle is made serviceable again, so that out-of-service coaches that are transported on their own wheels can be forwarded to the designated destination by the keeper without any impairment of the safety of traffic.

The keeper must provide the relevant elements to allow the workshop to repair the vehicle in accordance with the regulations.

The user RU must render the vehicle suitable for service, if this is possible.

These repairs must not result in any structural modifications to the vehicles involved.

If the cost of the repairs (excluding spare parts and transport costs provided by the keeper) exceeds a total of €1,000, the repair cannot be carried out without the agreement of the keeper.

If the keeper does not respond within four working days (excluding Saturdays), the repair work shall be carried out.

11.2 In general, any costs for repairs to vehicles must be assumed by the party responsible for the damage.

Costs for repairs that are due to damage caused during operation shall be the responsibility of the keeper or the user RU according to the specifications in **Appendix VII** of the RIC.

With regard to settling any damage caused to vehicles, the parties to the Agreement shall respect the general principles relating to the obligation to minimise damage.

11.3 In train-ferry traffic, if acceptance only takes place after the sea crossing, the receiving RU must treat vehicles presented for exchange in accordance with the provisions of section 11.1.

11.4 The treatment of the different types of damage is specified in Chapter VI, for each vehicle component.

11.5 Vehicles that have sustained damage which, if not repaired, is nevertheless unlikely to impair their use, must be provided with labels as shown under **Template M** indicating the damage involved.

11.6 Coaches with passengers on board or not, as well as empty or loaded vans which due to their damaged condition cannot be re-utilised or reloaded from the next destination station but which can continue to be forwarded in trains, must be provided with labels as shown under **Template K**.

11.7 The request for replacement bogies and the return of damaged bogies must comply with the provisions of section 12.

11.8 Damage is to be reported by an entry in the logbook, as shown under **Template X** (section 19.3).

11.9 In the case of vehicles that cannot be repatriated according to sections 11.5 or 11.6, the treatment procedures must be agreed between the RU and the keeper.

In the case of repatriation, the RU where the damage was sustained must provide the vehicle not only with labels as shown under **Template K** but also labels as shown under **Template L** (blue).

The RU taking charge of the vehicle shall decide if the vehicle is in a suitable condition for operation or if it must be loaded onto another vehicle; the transferor RU shall have no right of appeal.

11.10 When a damaged vehicle or user cannot be repaired by the user RU so that the vehicle could run on its own wheels without any danger for the operation, the user RU must fit the vehicle or the bogie with labels as shown under **Template L** (red) and load it onto a wagon.

When a vehicle or a bogie is damaged to the extent that its demolition could be conceivable, the user RU must inform the keeper of the severity of the damage.

In the absence of an agreement between keeper and RU, the RU shall take all necessary steps and inform the keeper thereof.

11.11 The damaged vehicles forwarded by freight trains, as well as vehicles or bogies loaded onto wagons, are returned with a consignment note and an accompanying document as shown under **Template C** to the address agreed with the keeper or in accordance with section 9.1. The consignment note must be endorsed with the words "see appended **Template C**" in the space reserved for customs-related information.

All transport costs must be borne by the party responsible for the damage.

11.12 If **Template K** is missing when a damaged vehicle is handed over and if the transferor RU refuses to affix this label, the parties shall jointly proceed with a report on the present findings. The RU taking charge of the vehicle shall affix **Template K** and indicate on the label the results of the report on the present findings.

The report must be sent to the keeper.

These steps do not apply to damaged bogies that are repatriated on a wagon.

The keeper is authorised to carry out research, by correspondence, on the RU at fault. Any such enquiry must be carried out during the three months following the return of the vehicle.

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12 Spare parts

12.1 Any spare parts that are necessary to return a vehicle to a suitable state for running or to make it usable in service must be requested by letter on the basis of **Template H** to the department of the keeper designated in the List of addresses in **Appendix I**, line 7.

In this request, the following points must be specified:

- the number of the damaged vehicle and the number and initials of the keeper, and
- the address to which the spare parts must be sent.

The spare parts must be labelled as precisely as possible. If the requested parts are missing from the vehicle, this must be indicated in the request.

12.2 It is important to supply as far as possible spare parts that can be used without any reworking. They must be dispatched as quickly as possible. If the parts cannot be delivered immediately, the destination RU must be informed without delay.

12.3 In order to prevent any delay in the running of a damaged vehicle, the RU that is performing the work or that has arranged for it to be performed may, as an exception and giving due consideration to section 11.1, use its own parts except for boxed axles. In this case, the vehicle must be given labels as shown under **Template M** specifying the number and nature of the parts supplied. On these labels, it is necessary to underline number 14 and the designation of the part of the vehicle to which the spare parts belong.

12.4 The damaged parts must be returned when a suitable request is included in the accompanying document as shown under **Template C** (line 8 of **Appendix I**).

12.5 Every spare part or damaged part must be labelled using **Template B¹** placed in a plastic pouch; the dispatch must be documented in a consignment note and an accompanying document (**Template C**). The consignment note must be endorsed with the words "see appended **Template C**" in the space reserved for customs-related information. When the accompanying document **Template C** is used for sending a spare part, the details of the destination must correspond to those included in the request, **Template H**. The accompanying document must mention the number of the damaged vehicle and the number and initials of the keeper.

The cost of irreparable spare parts and the full costs of transport must be borne by the party responsible for the damage.

12.6 Any parts that are not returned, that are not indicated as missing in the request for spare parts (section 12.1, clause 3) or where the return has not been proven may be invoiced at cost price.

13 Treatment of damages

13.1 Damage caused to vehicles

13.1.1 The keeper is entitled to claim compensation when one of its vehicles or bogies has been damaged by a user RU. This compensation is due from the RU responsible for the damage.

The compensation is not due when the user RU can prove that the damage was caused by the state of the vehicle. In this case, the user RU is entitled to invoice the incurred costs to the keeper of the vehicle.

Appendix VII contains a list of damage that may be attributed to the keeper or to the user RU as the party responsible for the damage without the need for any other proof.

In the event that vehicles with interchangeable bogies are involved, the keeper of the vehicle must refund to the bogie suppliers the amount that it has received as compensation for the latter.

13.1.2 In the event that the responsibility of a third party can be claimed by an RU due to particular damage, where the liability for the costs lies with the user RU in accordance with section 13.1, the keeper must assign its rights to the user RU or subrogate its rights to the latter in the standard manner, which may lead to this assignment or this subrogation becoming opposable to the interested third party.

No agreements or acknowledgements of responsibility shall bind the RU that, in accordance with section 13.1, must bear the costs of the damage, unless they have been concluded with its agreement or this RU did not issue a declaration, after a suitable request, within a reasonable period of time. The RU shall not be bound by any default judgement except by means of a formal agreement in its name.

13.1.3 The RU responsible for the damage, whether it leads to demolition of the vehicle or the bogie or not, shall pay the lower of the two following compensation sums:

- repair compensation, calculated according to section 13.4, for repairs of all damage incurred on the vehicle or on the bogie up to its return to the keeper;
- demolition compensation, calculated according to section 13.5.

When the keeper decides that a damaged vehicle or bogie does not need to be returned (section 11.10), the keeper is entitled to receive the demolition compensation (section 13.5).

13.1.4 The repair compensation must correspond to the real costs of repair. If the costs of repair exceed a total of €50,000, a notification must be presented to the RU responsible for the damage before the work is carried out.

This RU may submit an objection within a period of 14 days after receiving the notification.

13.1.5 The demolition compensation must be calculated as follows:

Take the replacement value of the vehicles at the time of the damage or that of the bogies when they are demolished individually.

Deduct 5% depreciation for each year of service of the vehicles and/or the bogies from the replacement value of the vehicles, up to a maximum of 80%.

To calculate the depreciation of a bogie, take into consideration the number of years of service of the vehicle on which it was located at the time of damage.

When calculating the number of years of service, the year of construction and the year when the vehicle or the bogies were damaged are counted together as only one year.

Deduct the amount calculated in this way from the value of the parts returned to the keeper after reaching an agreement between the latter and the RU responsible for the damage.

- 13.1.6 The keeper must issue an invoice for the vehicles or bogies that are damaged or demolished. It then sends the invoice to the RU that owes the compensation:
- for damaged vehicles or bogies given back within eight months following the return of the vehicle to the keeper, unless the RUs involved have agreed upon an extension before the expiry of this period,
 - within eight months from the date of dispatch of the notification by which the keeper declared its intention to waive its desire for the user RU to give back the damaged vehicle or bogie (section 11.10).

The total of the invoice is denominated in the currency of the keeper's country.

- 13.1.7 The invoice must specify the year of construction of the vehicle, the value of replacement and the value of the returned parts.

- 13.1.8 Any objections must be submitted within one month of receipt of the invoice; otherwise the latter shall be deemed to have been accepted.

- 13.1.9 When a damaged vehicle or bogie is given back to the keeper and the latter then demolishes it, the cost of repairs that would have been necessitated must also be specified on the invoice.

- 13.2 Damage caused by the vehicles

A keeper that has transferred a vehicle for use as a means of transport shall be responsible for damage caused by the vehicle when a fault can be attributed to the vehicle.

This responsibility is applicable in particular in the cases specified in **Appendix VII**.

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Appendices

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List of addresses of signatories

20	RZD	JSC « Federal Passenger Company »
43	GYSEV	Gyor-Sopron-Ebenfurti Railways.....
44	ŽRS	Srpska Republic Railways
50	ŽFBH	Railways of the Federation of Bosnia and Herzegovina
51	PKP	Polish State Railways
52	BDŽ	Bulgarian State Railways
53	CFR	National Company of Romanian Railways
54	RJ	Regiojet.....
54	CD	Czech Railways
55	MÁV- START	Hungarian State Railways
56	ŽSSK	Slovakian Railway Company
56	WSt	Wagon Service travel
72	ZS	Serbian Railways
74	SJ	Swedish State Railways
75	TCDD	State Railway Administration of Turkish Republic
78	HŽ	Croatian Railways
79	SŽ	Slovenian Railways
80	DB	German Railways
80	BTE	Bahn Touristik Express.....
81	ÖBB	Austrian Railway Company
82	CFL	National Railway Company of Luxembourg
83	FS	Italian Railway Company
84	NS	Dutch Railways
85	BLS	BLS AG Railways (Switzerland)
85	SBB/CFF/ FFS	Swiss Federal Railways
87	SNCF	French National Railway Company
88	SNCB/ NMBS	Belgian National Railway Company
94	CP	Railway Company of Portugal

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Appendix I
(sections 1, 3, 4, 8, 9, 12, 19, Appendix VIII)

The completed sheet for each signatory can be accessed on the UIC website at the following address:
<http://uic.org/spip.php?rubrique2153>

1	Country code		
2	Country initials		
	Country		
3	Initials of coach keeper		
4	Railway undertaking		
		Names and addresses:	Contact details:
5	Correspondence for accounting and settlements (Appendix VIII of the RIC)		Tel.: Fax: @:
6	Notices about the running of coaches (Paragraphs 3 + 4 + 8 + 9 + 19 of the RIC)	Monitored 24 hours a day:	Tel.: Fax: @:
			Tel.: Fax: @:
7	Damaged coaches Requests for spare parts (Paragraph 12 of the RIC)		Tel.: Fax: @:
8	Damaged parts of coaches (Sub-paragraph 12.4 of the RIC)		Tel.: Fax: @:
9	Contact person (General RIC-related issues)		Tel.: Fax: @:
10	Duly authorised natural person as a representative for the votes at the RIC GA (Paragraph 6 of the RIC Internal Regulation)		Tel.: Fax: @:
Comments from the Signatory:			

RIC Internal Regulations
EXTRACT

Contents

Article 1	Participation in the RIC
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Article 1 - Participation in the RIC

1.1 – New Signatories

1.1.1 - Railway undertakings operating passenger rail transport services and keepers of passenger vehicles may join the RIC Agreement.

1.1.2 - Applications to join the RIC shall be sent in writing, using the Z Form of the RIC, to the Bureau for the Exchange of Railway Vehicles (EVF Bureau, see article 4 hereafter).

1.1.3 - Subsidiaries of signatory railway undertakings or keepers may also join directly. Signatory RUs or keepers may represent other companies from the same group. A Signatory shall specify which entities it is representing.

1.2 – Withdrawal

To withdraw from the RIC, a signatory shall inform the EVF Bureau in writing.

To ensure the withdrawal takes effect at the end of a given year, the request shall be submitted at the latest by the end of February that year.

1.3 – Exclusion

A Signatory who fails to observe the rules of the RIC Agreement may be excluded by decision of the RIC General Assembly.

Article 2 – Bodies in charge of handling RIC issues

The bodies in charge of handling RIC issues are:

- the RIC General Assembly (referred to hereafter as the “RIC GA”),
- the EVF Bureau (referred to hereafter as the “Bureau”),
- the RIC Expert Groups (referred to hereafter as the “RIC TEGs”).

Article 3 – RIC General Assembly

3.1- The RIC GA is the decision-making body comprised of all RIC Signatories.

3.2- Every Signatory shall appoint a duly authorised natural person as a representative, to be specified in Appendix I, line 10.

3.3- The GA shall take decisions on all proposals submitted by the Bureau in accordance with the procedure described in article 6.

Article 4 – EVF Bureau

4.1 – General points

4.1.1- The RIC is administered by the Bureau, which acts within UIC.

4.1.2.- The Bureau is the privileged contact partner for Signatories on RIC-related issues. It also acts as the coordinating body for the RIC Expert Groups.

4.2 – Roles and responsibilities

The Bureau is responsible for the tasks listed hereafter.

4.2.1- Preparing and publishing (on the UIC website) the RIC Agreement and its appendices, and any amendments to these, having previously obtained any approval required under the terms of these Internal Regulations, as well as the List of RIC Signatories' Addresses, updated on the 1st day of every quarter.

4.2.2- Processing applications to join or withdraw from the RIC and submitting potential exclusions to the RIC GA for approval.

4.2.3- Processing all questions submitted, in particular those of Signatories, and transferring them where necessary to the Expert Groups.

4.2.4- Contributing towards monitoring new legal prescriptions and calling upon the competent bodies of the RIC to update the Agreement if necessary.

4.2.5- Making all the necessary provisions for implementing article 14 of the RIC on the proposal of the 1-RIC Expert Group after validation by the RIC GA.

4.2.6- Examining amendment proposals for the RIC Agreement submitted by Signatories, as per article 4.3.

4.2.7- Organising the electronic voting procedure as stipulated in article 6.

4.2.8- Preparing the draft RIC budget and presenting it to the RIC GA for approval. Each Signatory's contribution to the budget is proportional to the number of votes it is entitled to as per article 6.1. The euro shall be used as the unit of currency for all accounting and payments.

4.3 Handling of proposed amendments to the RIC Agreement

4.3.1- Any Signatory may submit amendment requests with reasoned explanations of why they are needed to the Bureau using the "proposal sheet", the Y Form of the RIC.

4.3.2- The Bureau, in concert with the Chair of the Expert Group concerned, shall set the timescale for processing the amendment proposals; the procedure shall be initiated within three months of the date on which the proposal was submitted.

4.3.3- The Bureau shall submit the amendment proposals prepared by the Expert Groups to the RIC GA, where they shall be subject to the voting procedure.

Article 5 - RIC Expert Groups

5.1 - Two RIC Expert Groups shall be formed:

- the "exchange of vehicles" Technical Expert Group, known as TEG 1-RIC,
- the "condition of coaches" Technical Expert Group, known as TEG 5-RIC.

5.2 - The Expert Groups shall report to the RIC GA and operate on the basis of the UIC Statutes and Internal Regulations and the present regulations.

5.3 - The Expert Groups shall be comprised exclusively of RIC Signatories. On principle each TEG shall include a maximum of 12 Signatories. Signatories who do not usually participate in the TEG may participate in handling any important issues that they have raised or that are of particular concern to them.

5.4 - The 1-RIC and 5-RIC Expert Groups shall meet at least once a year. Alongside the annual meeting, a joint meeting shall be held to tackle significant issues of relevance to both the Expert Groups.

5.5 - The Expert Groups are responsible for the tasks listed hereafter.

5.5.1 - Preparing those amendments and additions to the RIC Agreement required to harmonise the latter with binding decisions taken by other UIC bodies and with the provisions of European legislation and other international agreements, set a date for their application, and send them to the Bureau for publication.

5.5.2 - Informing the Bureau of any editorial corrections required prior to publication.

5.5.3 - Examining and resolving any differences of opinion on the interpretation of the RIC Agreement submitted to them by the Bureau.

5.5.4 - Examining all issues sent to them by the Bureau.

5.5.5 - Drafting decision proposals for the RIC GA concerning the amendments to the RIC Agreement proposed by Signatories and stating a date for their application. These drafts shall be sent to the Bureau, which shall then submit them to the electronic voting procedure (as per article 6).

5.5.6 - In accordance with articles 5.5.1 to 5.5.5, send the Bureau the outcomes of their work in good time. These outcomes shall take the form of amendments to the RIC Agreement or of reasoned proposals for the continuation of work.

5.5.7- The 1-RIC Expert Group shall develop conditions for vehicle services in accordance with the "Performance costing methods for rolling stock in international service - Hauled passenger stock" of UIC Leaflet 383-1.

5.5.8 - The Chair of each RIC TEG shall:

5.5.9- On request, present to the RIC and UIC bodies a report on the outcomes of their group's work for information purpose,

5.5.7.2- Where applicable, make all necessary provisions for their group to be represented at the meetings of other UIC entities or other bodies. For this purpose an expert from one of the Signatories represented in the RIC TEG concerned may be appointed.

Article 6 – Decision-making procedures – Electronic votes

6.1- The number of votes held by a Signatory shall be determined in accordance with the UIC Internal Regulation 1, article 4.4.

When a Signatory that is not a UIC Member has not provided the data required to make that calculation, it shall hold the minimum number of votes held by a RIC Signatory that is a UIC Member.

6.2- Voting rights shall be exercised on behalf of each Signatory by a single representative only. Any Signatory may represent another Signatory, provided that it holds and presents a proxy form.

6.3- Decisions shall be taken by simple majority. A two-thirds majority of votes cast is required to approve amendments to the Agreement and the exclusion of a Signatory.

6.4- Signatories shall communicate their opinion within one month of the sending of notification of issues submitted to a vote. Failure to respond within the deadline period shall be considered as approval.

Article 7 – Languages

7.1- The RIC Agreement is published in French, German and English in electronic format only. Signatories are permitted to have the RIC Agreement translated into other national languages. These translations may be published on the UIC website but UIC bears no liability for them.

7.2- Unless agreed otherwise beforehand, the working language for correspondence shall be one of the three languages in which the RIC Agreement is published.

7.3- Issues submitted to the RIC GA vote shall be drafted in French, German and English.

7.4- The working languages of the Expert Groups shall be French and German.

7.5- Amendment requests from Signatories shall be drafted in French or German.

Article 8 – Handling of disputes

8.1- To the extent permitted by their national legislation, Signatories may agree to submit their disputes concerning application of the RIC Agreement to the conciliation and arbitration procedure of UIC Internal Regulation 4.

8.2- In the event of a disagreement concerning the use of the procedure referred to in article 8.1, the competent jurisdiction shall be that in which the defendant is headquartered.

Article 9 – General provisions

9.1- In the event of differences in interpretation, the French version of the RIC Agreement is authentic.

9.2- The present Internal Regulations shall enter into force on 1 January 2014.

EXTRACT