Economic Commission for Europe
Inland Transport Committee
Working Party on Rail Transport
Group of Experts on Permanent Identification of Railway Rolling Stock
Fifth session
Geneva, 4–6 May 2022
Item 2 of the provisional agenda
Comparison of revised model rules with
ECE/TRANS/SC.2/PIRRS/2021/8
Submitted by the Rail Working Group
Introduction
As requested at the fourth session of the Group of Experts. This document provides a comparison of the 2021 version of the draft Model Rules as set out in document ECE/TRANS/SC.2/PIRRS/2021/8, with a new, 2022 version of the draft rules taking into consideration comments received by experts. The text has been provided in a side-by-side format, as requested, in order to highlight clearly the differences in with the new version.
# Model Rules on the Permanent Identification of Railway Rolling Stock (2021)

## 1. Introduction

These Model Rules are issued under the auspices of the United Nations Economic Commission for Europe, Inland Transport Committee (Working Party on Rail Transport) (UNECE ITC) and are to be referred to as the Model Rules on the Permanent Identification of Railway Rolling Stock or the PIRRS Rules and hereinafter referred to as the Rules).

The PIRRS Rules have been translated into Russian and French and are available on the website of the UNECE ITC [insert URL]

The UNECE ITC recommends that all parties wishing to incorporate the Rules into their contracts use the following standard clause:

**English**

“The parties to this agreement agree that the Model Rules on the Permanent Identification of Railway Rolling Stock, issued under the auspices of the United Nations Economic Commission for Europe, Inland Transport Committee (Working Party on Rail Transport), as at the date of this agreement, are to be incorporated by reference into this agreement subject to any elections, derogations or modifications as set out herein.”

[Add equivalent French and Russian texts]

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## Model Rules on the Permanent Identification of Railway Rolling Stock (2022)

**English Edition**

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## 1. Introduction

1.1 These Model Rules are issued under the auspices of the United Nations Economic Commission for Europe, Inland Transport Committee (Working Party on Rail Transport) (UNECE ITC) and are to be referred to as the Model Rules on the Permanent Identification of Railway Rolling Stock or the PIRRS Rules and hereinafter referred to as “the Rules”.

1.2 When the text of any agreement indicates that it is subject to the Rules, the Rules in force as at the date of such agreement shall apply thereto.

The Rules are published in English, Russian and French editions. Unless the parties stipulate otherwise, the English language edition of the Rules will be definitive.

They are binding on all parties unless otherwise expressly modified or excluded.

1.3 Parties wishing unilaterally to be bound by these Rules shall make the following declaration

“We hereby undertake to be bound by the Model Rules on the Permanent Identification of Railway Rolling Stock (English edition), issued under the auspices of the United Nations Economic Commission for Europe, Inland Transport Committee (Working Party on Rail Transport), as at the date of this declaration, subject to any elections, derogations or modifications as set out below:

[State any elections, derogations or modifications]
2. Definitions

“Contracting State” means a state that has ratified or adopted the Convention and the Protocol;

“Convention” means the Convention on International Interests in Mobile Equipment adopted in Cape Town in November 2001;

“Item” shall mean an item of railway rolling stock as defined in the regulations;

“Keeper” shall mean the party that has physical possession of an item of railway rolling stock at the time of determination;


“Railway rolling stock” shall have the meaning set forth in the Protocol and an “item of railway rolling stock” shall have the meaning set forth in the regulations;

“Registrar” shall mean the registrar appointed by the Supervisory Authority from time to time to operate the International Registry;

“Regulations” means the regulations for the International Registry issued by the Supervisory Authority under Article 17(2) (d) of the Convention and the Protocol and any procedures agreed thereunder by the Supervisory Authority in each case in force as of the date of these Rules;

“Revisions committee” shall have the meaning set forth in Article 7 of these Rules;

“Unilateral registration” shall have the meaning ascribed to it in the regulations;

“Unilateral registrant” means the public or private entity entitled to register a non-consensual right or interest pursuant to Article 40 of the Convention as applied to railway rolling stock pursuant to a declaration made by a Contracting State;

“URVIS identifier” shall have the meaning set forth in the regulations;

“URVIS marker” means the physical marking system to show URVIS identifier in accordance with the specifications set out in the Appendix hereto.

and the terms “Supervisory Authority” and “International Registry” and “situated” shall have the meanings given in the Convention as modified by the Protocol. The terms “creditor” and “debtor” shall have the meaning ascribed to them in the Convention save that they shall be

2. Definitions

“Applicable law” means the law of the jurisdiction in which the keeper is situated;

“Applicant” shall mean, (a) unless otherwise agreed between the parties, the debtor or its agent, (b) where a party has adopted the Rules by a unilateral declaration, such party and (c) in the case of a unilateral registration, the unilateral registrant;

“Contracting State” means a state which has consented to be bound by the Convention and the Protocol whether or not they have entered into force;

“Convention” means the Convention on International Interests in Mobile Equipment adopted in Cape Town in November 2001;

“Issuer of a national interest” means notice registered or to be registered in the International Registry that a national interest has been created;

“Notice of sale” shall mean a notice of sale authorised under the regulations pursuant to Article XVII of the Protocol;

“Pre-existing right or interest” means a pre-existing right or interest to which Article 60 of the Convention (as amended by Article XXVI of the Protocol) applies;

“Prospective international interest” means an interest that is intended to be created or provided for in an item as an international interest in the future, upon the occurrence of a stated event (which may include the debtor’s acquisition of an interest in the object), whether or not the occurrence of the event is certain;

“Protocol” means the Luxembourg Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Railway Rolling Stock, signed in Luxembourg on 23 February 2007;
“Railway rolling stock” shall mean vehicles movable on a fixed railway track or directly on, above or below a guideway, together with traction systems, engines, brakes, axles, bogies, pantographs, accessories and other components, equipment and parts, in each case installed on or incorporated in the vehicles, and together with all data, manuals and records relating thereto (Appendix 2 sets out a non-exhaustive list of railway rolling stock) and an “item of railway rolling stock” or “item” means a vehicle which (a) satisfies the definition of “railway rolling stock”; (b) may be physically separated from other vehicles and may continue to be operated under normal industry conditions after such separation; and (c) may be operated alone or contiguous to various other vehicles without the need for any special adaptation or use of additional special equipment;

“Registrar” shall mean the registrar appointed by the Supervisory Authority from time to time to operate the International Registry;

“Registrable interest” means an international interest, a prospective international interest, a pre-existing right or interest, a notice of national interest or a notice of sale;

“Regulations” means the regulations for the International Registry issued by the Supervisory Authority under Article 17(2) (d) of the Convention and the Protocol and any procedures agreed thereunder by the Supervisory Authority in each case in force as of the date of these Rules;

“Revisions committee” shall have the meaning set forth in Article 7 of these Rules;

“Unilateral declaration” shall mean a declaration made by a party in accordance with Article 1.3 above;

“Unilateral registration” shall mean the registration of a pre-existing right or interest, notice of national interest, notice of sale, or of a non-consensual right or interest;

“Unilateral registrant” means the public or private entity entitled to register a unilateral registration;

“URVIS identifier” shall mean, in respect of an item of railway rolling stock, the unique, 16-digit identification number allocated by the Registrar in accordance with the regulations;

“URVIS marker” means the physical marking system to show the URVIS identifier in accordance with the specifications set out in Appendix 1 hereto and the terms “Supervisory Authority” and “International Registry” and “situated” shall have the meanings given in the Convention as modified, where appropriate, by the Protocol but, in the case of “situated”, applied to the debtor and, if the debtor is not the keeper, the keeper. The terms “creditor” and
3. Application

3.1 It is a requirement for the registration of an item at the International Registry, pursuant to the Protocol and the regulations, that the URVIS identifier is affixed permanently to such item.

3.2 The Rules, where adopted by parties, apply regardless of whether one or more parties are situated in a Contracting State.

3.3 In the event of any conflict between the Rules and the Protocol or the regulations, the Protocol and the regulations shall prevail.

3.4 Nothing in these Rules shall prevent parties from establishing additional requirements to those set out herein.

3.5 Nothing in these Rules shall prevent the operation and use of an item of railway rolling stock for commercial and other purposes, subject to registration in accordance with the requirements of the national legislation of the country of purchase or operation of such item.

3.6 The URVIS identifier and its marking on railway rolling stock is additional to the current numbering systems applied in accordance with applicable legislation and does not replace the currently existing information systems used in countries for the operation of railway rolling stock.

Where the keeper is not a party or debtor, the debtor shall ensure that the keeper complies with the Rules.

3.7 The URVIS identifier and its marking on railway rolling stock are additional to, and do not affect, the currently existing information systems used in countries for the operation of railway rolling stock.

Where the keeper is not a party or debtor, the debtor shall ensure that the keeper complies with the Rules.
3.9 A party adopting the Rules by way of a unilateral declaration may modify or revoke its adoption of the Rules by giving the Registrar written notice of modification or revocation, as appropriate, which shall be effective three months after the Registrar publishes such notice on its website. However, the Rules shall continue to apply, as if no such modification or revocation had been made, in respect of all rights and obligations arising prior to the effective date of any such modification or revocation.

3.10 In the event of a party who is bound by these Rules both by way of a unilateral declaration and by agreement with another party, in the case of any conflict as to which iteration of the Rules apply, subject to applicable law the party’s obligations under the unilateral declaration shall, as between the parties to the agreement, be subject and subordinate to the terms of such agreement.

3.11 A unilateral registrant may enforce its rights under Articles 4-6 below as a third-party beneficiary.

<table>
<thead>
<tr>
<th>4. Permanent Marking of Railway Rolling Stock</th>
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<tr>
<td>4.1 Unless otherwise agreed between the parties, the debtor or its agent shall apply for the allocation of the URVIS identifier by the Registrar, if not already allocated, as well as the cost of the URVIS marker and its affixing to an item. The URVIS identifier may be obtained either from the Registrar or a company or agency appointed by the Registrar as a distributor of the URVIS identifier.</td>
<td>4.1 The applicant shall apply for the allocation of the URVIS identifier by the Registrar, if not already allocated, in accordance with the regulations and will be responsible for the cost of the URVIS marker and its affixing to an item unless otherwise agreed by parties. The URVIS identifier shall be obtained either from the Registrar or a company or agency authorised by the Registrar as an official distributor of the URVIS identifier.</td>
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<tr>
<td>4.2 Once the debtor or its agent is allocated an URVIS identifier for an item, such item shall be marked by the debtor (or at debtor’s request the keeper if the debtor is not the keeper) with the URVIS marker showing the URVIS identifier allocated by the Registrar for such item. The debtor’s obligation shall arise and continue regardless of whether an international interest or notice of sale is registered in relation to an item at the International Registry unless otherwise agreed between the parties.</td>
<td>4.2 Once an URVIS identifier is allocated to an item, such item shall be marked by the debtor (or at debtor’s request the keeper if the debtor is not the keeper) with the URVIS marker showing the URVIS identifier allocated by the Registrar for such item. Additional information may be added to the URVIS marker, and shall be added if required by either applicable law, the creditor or, where applicable, the unilateral registrant. The debtor’s obligation shall arise regardless of whether an international interest or notice of sale is registered in relation to an item at the International Registry.</td>
</tr>
<tr>
<td>4.3 Once allocated to an item, the URVIS identifier may not be attached to or associated with any other item.</td>
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<td>4.4 The URVIS marker shall be fixed permanently either through adhesive, permanent bolts, rivet or weld, to at least two sides of an item in a clearly visible position. The debtor and keeper may not remove the URVIS marker in the event of a discharge of a registration at the International Registry in relation to an item.</td>
<td>4.4 The URVIS marker shall be fixed permanently either through adhesive, permanent bolts, rivet or weld, to at least two sides of an item in a clearly visible position. Neither the applicant, the debtor nor the keeper may remove the URVIS marker in the event of a discharge of a registration at the International Registry in relation to an item or</td>
</tr>
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</table>
4.5 The debtor shall ensure that the fixation shall be in full compliance with any applicable local, national or international rules or guidelines regarding alteration of the item due to such fixation.

4.6 Only one URVIS identifier may be allocated and affixed to an item during its lifetime regardless of any modification, rebuild, damage or other alteration to such item.

4.7 In the event of any loss of the URVIS marker for an item or damage to the item or to the URVIS marker resulting in the URVIS marker being obscured or rendering the URVIS identifier human unreadable, the debtor agrees to ensure that the keeper of such item shall within 10 days of its discovery of such loss or damage replace or otherwise rectify the URVIS marker to comply with these Rules provided that the URVIS identifier thereon shall not change.

4.8 The debtor shall promptly notify the creditor when the URVIS identifier is affixed to an item and of any damage to, or replacement of, the URVIS marker.

4.9 Nothing herein shall preclude the debtor or keeper adding information on the URVIS marker on an item in addition to that required in accordance with these Rules.

4.10 The costs for compliance with this Article shall be borne by the debtor unless otherwise agreed between the parties.

5. **Unilateral registrations**

5.1 If a unilateral registrant wishes to register a unilateral registration against an item in accordance with the regulations and no URVIS identifier is affixed to such item, they shall cause the keeper to affix an URVIS identifier to such item by way of an URVIS marker on the creditor, debtor or keeper receiving a request to do so from the unilateral registrant provided that

(a) the cost of obtaining the URVIS identifier from the Registrar and the reasonable cost of obtaining and affixing the URVIS marker to the item, shall be for the account of the unilateral registrant; and

(b) the agreement of the parties and the action taken by the keeper to comply with the request of the unilateral registrant does not in any way indicate their acceptance of the validity or legitimacy of the unilateral registration or the rights on the item claimed by the unilateral registrant.

5.2 In the case of a unilateral registration, where the URVIS marker has not already been affixed to an item, the reasonable cost of obtaining and affixing the URVIS marker to the item, as well as for the
registrant does not in any way indicate their acceptance of the validity or legitimacy of the unilateral registration or the rights on the item claimed by the unilateral registrant.

5.2 The parties agree that a unilateral registrant may enforce its rights under Article 5.1 as a third-party beneficiary.

6. **Creditor rights**

6.1 The creditor may, from time to time, request written confirmation from the debtor of its compliance with its obligations hereunder and may, at reasonable intervals and giving reasonable notice, directly, or indirectly through an appointed auditor, inspect an item to ensure that it is marked in accordance with the Rules.

6.2 In the event that the debtor has not marked the item in accordance with the Rules, the creditor shall have the right, but not the obligation, to comply on behalf of the debtor and the creditors’ reasonable costs in so doing will be for the account of the debtor. If the creditor exercises such right, the debtor shall ensure that the creditor or its agents have access to the item within 10 calendar days for such purpose.

6.3 The creditor’s rights hereunder are assignable without the debtor’s consent, but any assignment must be notified to the debtor in writing to be enforceable by the assignee.

7. **Revision of the Rules**

7.1 The UNECE ITC shall establish a revisions committee to monitor and propose amendments to these Rules from time to time taking into account experience of operation of the Rules, legal and technological developments and industry comments and best practice and changes to the regulations. The revisions committee shall include representatives from the following organisations:

- Intergovernmental Organisation for International Carriage by Rail (OTIF)
- European Union Agency for Railways (EUAR)

7.1 The UNECE ITC shall establish a revisions committee to monitor and propose amendments to these Rules from time to time taking into account experience of operation of the Rules, legal and technological developments and industry comments and best practice and changes to the regulations. Membership of the revisions committee shall be determined by the UNECE ITC and may comprise of representative organisations in the rail and financial services sectors and such other stakeholder representative organisations as it considers appropriate from time to time subject to the respective organisations’ consent to participate. A representative from each of UNECE ITC, the
• The Organization for Cooperation of Railways (OSJD)
• International Union of Railways (UIC)
• Association of American Railroads (AAR)
• Rail Working Group

The Registrar and such other stakeholder representative organisations as the revisions committee considers appropriate from time to time subject to the respective organisations’ consent to participate. A representative from each of UNECE ITC and UNIDROIT shall participate ex officio.

7.2 The revisions committee shall have its seat in Geneva and will set its own rules of procedure.

7.3 Any amendments to the Rules shall be proposed by the revisions committee to the UNECE ITC which shall consider such proposed amendments and shall come into effect 30 days after their approval and publication on the UNECE ITC website.

8. Disputes

8.1 Application, or interpretation, of the Rules shall be subject to the applicable law unless otherwise agreed between parties through the incorporation of the Rules into an agreement between them or otherwise.

8.2 Subject to agreement between the parties to the contrary, the courts of the jurisdiction in which the debtor, or if there is no debtor, the keeper, is situated shall have jurisdiction to deal with disputes relating to the implementation and enforcement of these Rules.

8.3 The revisions committee may establish a panel to guide parties, courts, administrative entities and other persons seeking to enforce these Rules, on the interpretation of the Rules.

8.4 On request of parties in dispute, the revisions committee may establish an arbitration panel, which shall be separate to the revisions committee, to mediate or adjudicate on any disputes in relation to the operation of these Rules under rules and procedures set out by the panel.

Appendix

to the model rules on the permanent identification of railway rolling stock establishing the permanent marking system referred to therein under Article 4 thereof.

Issue Date:……………..2021

Appendix 1

to the model rules on the permanent identification of railway rolling stock establishing the permanent marking system referred to therein under Article 4 thereof.

Issue Date:……………..2022
Basic Principles:

1. URVIS identifier to be imprinted/engraved on a plate (the URVIS marker).
2. URVIS identifier on the plate to be identical with the one issued and confirmed by the international registry.
3. Plate to be permanently affixed on an item, preferably close to other identification/running numbers and may not obscure other numbers or identification marks.
4. Minimum of two plates to be fixed on the opposite sides of the item.
5. Plate to have a standardized shape, size/dimensions, colour, font of the print as set out below
6. Bar codes and QR codes may be added to the plate but the URVIS identifier must be human readable
7. Electronic/GPS based tagging chips, radio-frequency identification (RFID) systems or other IoT solutions to be in addition and not replacement of the plate.
8. The plate may be sourced from the Registrar, if available or other industry suppliers as long as the plate is in compliance with the minimum parameters as set out in this Appendix 1.

Dimensions:
Dimensions on the plate should be minimum 15cm x 10 cm and guarantee:
- visibility of the full URVIS identifier from a reasonable (i.e. not less than 1 metre) distance;
- optional space for security markers, e.g. QR code, holographic image, etc.

Material:
The material utilised for the plate should withstand:
- variety of weather conditions, including extreme temperatures
- daily rail operations and maintenance procedures, including shunting, cleaning, gauge change

and shall not discolour, rust or corrode.

Colour:
Plate to be silver with black embossed or stamped (raised) lettering.

Font:
Times New Roman, at least 24 point.
Minimum information on the plate:

[Option 1: the URVIS identifier only, i.e. “URVIS identifier: xxxxxxxxxxxxx-x”
Visualisation (Option 1):

URVIS identifier: xxxxxxxxxxxxxxx

[Option 2: URVIS identifier and detailed marking in English language, which includes:
- Clarification text, e.g. “Issued by or under the authority of the International Registry for railway rolling stock according to the Luxembourg Protocol to the Cape Town Convention on International Interests in Mobile Equipment”
- Optional: Manufacturer’s Name, Serial Number, Other information
Visualisation (Option 2):

URVIS identifier: 
Issued by or under the authority of the International Registry for railway rolling stock according to the Luxembourg Protocol to the Cape Town Convention on International Interests in Mobile Equipment
[bar code or QR code– optional]

Option 3: URVIS identifier and detailed marking of Option 2 in the following languages: English, French, Russian.

URVIS identifier: Xxxxxxxxxxxxxx-x
Issued by or under the authority of the International Registry for railway rolling stock according to the Luxembourg Protocol to the Cape Town Convention on International Interests in Mobile Equipment
[bar code or QR code– optional]

Possible additional wording:

Option 1: URVIS identifier and detailed marking in English language, which includes:
- Clarification text, e.g. “Issued by or under the authority of the International Registry for railway rolling stock according to the Luxembourg Protocol to the Cape Town Convention on International Interests in Mobile Equipment”
- Optional: Manufacturer’s Name, Serial Number, Other information
Visualisation (Option 1):

URVIS identifier:
Issued by or under the authority of the International Registry for railway rolling stock according to the Luxembourg Protocol to the Cape Town Convention on International Interests in Mobile Equipment
[bar code or QR code– optional]

Option 2: URVIS identifier and detailed marking of Option 1 in the following languages: English, French, Russian.

URVIS identifier:
Issued by or under the authority of the International Registry for railway rolling stock according to the Luxembourg Protocol to the Cape Town Convention on International Interests in Mobile Equipment
[bar code or QR code– optional]

Appendix 2

All types of locomotives
Passenger wagons, buffet cars, dining cars
Light rail rolling stock
Metro/underground/subway passenger wagons
Trams (known in the United States of America as trolleys): electric and horse drawn
Tram-train
Cable cars
All types of freight wagons including but not limited to:

(a) Container wagons]
(b) Thermally insulated or refrigerated wagons
(c) Baggage cars, postal cars, postal-baggage cars
(d) Tanker and hopper wagons
(e) Motorised railcars

Special vehicles mounted on rails used for maintaining, repairing or restoring railways

Heritage/vintage/legacy rolling stock

Road-rail vehicles

Shuttles at airports

Hyperloop pods

Monorail vehicles

Maglev vehicles

The revisions committee may add further categories of equipment to this list from time to time where they qualify as railway rolling stock under the Protocol.