

## Rules for using the ERTMS® trademark

### 1. Definitions

- 1.1 Terminology used but not defined in these rules for using the ERTMS® trademark has the same meaning given to it in the trademark register. New terms not defined in the trademark register shall be defined in these rules for using the ERTMS® trademark.

### 2. Objectives and Purposes of the ERTMS® trademark

- 2.1 To demonstrate the commitment both technically and financially of like-minded and capable, World Class signalling companies to introduce ERTMS® standard products and systems on a Global and interoperable basis.
- 2.2 To generate within the Licensed Users group a sense of responsibility and ownership in the manner of use of the trademark and a sense of joint responsibility for the correct use, protection and advancement of the trademark in the world market by all Licensed users.
- 2.3 To promote the introduction or extension of ERTMS® technology into a market location by a recognised ERTMS® supplier.
- 2.4 To provide confidence to non-implementers of ERTMS® technology that positive deployment of ERTMS® into their national rail development plans for both infrastructure and onboard applications will be technically and commercially beneficial.

### 3. Owner of the ERTMS® trademark

- 3.1 The ownership of the trademark rests with UNIFE aisbl, with registered seat at Avenue Louise 221, B-1050, Brussels, Belgium.
- 3.2 UNIFE aisbl holds exclusive rights to use the ERTMS® trademark. The Authorised Party receives and acknowledges that UNIFE retains all right, title and interest in and to the trademark. Except as expressly granted in this Agreement, the Authorised Party shall have no rights in the trademark. The Authorised Party acknowledges that its use of the trademark hereunder will not create in it any right, title, interest other than the license rights granted in this Agreement and all such use and goodwill derived through and from the use of the trademark will accrue to UNIFE.
- 3.3 UNIFE aisbl shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorised or unauthorised use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing use and termination of the trademark. The Authorised Party may use the trademark or any material bearing the trademark, until UNIFE's notification of such change.

- 3.4 Any unauthorised use – including but not limited to advertising or dissemination of any kind, product or event promotion of the ERTMS® trademark or graphical elements thereof is prohibited under International and European law. The Authorised Party acknowledges that if it engages in any unauthorised use or reference to the ERTMS® trademark, its right to continue using the ERTMS® trademark may be terminated.
- 3.5 Registered licensees will not dispute or challenge the ownership of the trademark, which rests entirely with UNIFE aisbl.

#### 4. Owner's Powers, Duties and Responsibility

- 4.1 A UNIFE working group composed of UNISIG suppliers will be in charge of the maintenance of the trademark, operation of a Verification and Registration process to approve intended users. In addition, UNIFE, with the support of the above-mentioned working group, will:
- 1) Provide (where relevant) general support to registered and approved users.
  - 2) Monitor the usage of the trademark and possible misuse.
  - 3) Undertake corrective action to protect the trademark from misuse/infringements.
  - 4) Conduct General administrative and support activities.

#### 5. Areas of usage

##### 5.1 Products

The following products are included under the Rules for using the ERTMS® trademark:

Radio Block Centre (RBC),  
Eurobalise,  
Lineside Electronic Unit (LEU),  
European Vital Computer (EVC),

- Man Machine Interface (MMI),
- Juridical recorders (JRU)

Specific Transmission Module (STMs),  
Euroradio, Euroloop

##### 5.2 Communications material

Examples of marketing/usage of the ERTMS® trademark by registered users:

- 1) Products as listed above
- 2) In any corporately or privately generated electronic media (Web, Internet, Corporate Intranet or other public web forums)
- 3) Hard copy media such as brochures, bid proposal documents.
- 4) Exhibition materials, event banners, flags and/or posters, laser displays.
- 5) Corporate gifts and giveaway publicity materials.
- 6) Public rail technology events, industry seminars, industry work shops.
- 7) Corporate presentational events, industry and business conferences, press releases or public announcements.

## 6. Assignment of licence

- 6.1 The assignment of the trademark by any registered user to another third party shall not be allowed. Transfer to an Authorised Party's Affiliate is allowed by an Authorised Party is subject to the provisions of Clause 1 of the License agreement signed between UNIFE and the Authorised Party.

## 7. Process by which entities can register to use the ERTMS® trademark

### 7.1 UNISIG Full and Associated Members

UNISIG Full and Associated members will have the automatic right to use the trademark. An initial fee for a 5-year license will apply. However, depending on the financial needs related to the legal protection of the trademark, UNIFE and the UNISIG suppliers shall agree on an additional variable fee.

### 7.2 Third Parties

Third parties are required to make a written submission and application for the use of the trademark to UNIFE. These written applications will be examined by UNIFE, which will decide whether or not an applicant will be allowed to use the trademark and under what conditions.

UNIFE may decide, on an ad-hoc basis, to apply a license fee.

#### 7.2.1 Third Parties: Non-UNISIG ERTMS® equipment suppliers

Non-UNISIG ERTMS® equipment suppliers (both ETCS and/or radio-based communication incl. GSM-R or FRMCS suppliers) who wish to use the ERTMS® trademark should demonstrate proven experience in the ERTMS® field, in order to preserve and maintain the excellence of the ERTMS® trademark and act as a proof of ERTMS® capability, quality and interoperability.

As a pre-requisite, a non-UNISIG ERTMS® equipment supplier must demonstrate compliance with the ERTMS® specifications by having at least one ERTMS® constituent (or component under an umbrella approval) approved by an EU-based Notified Body.

These written applications will be examined by the UNIFE working group referred to in article 4, which will verify the state of compliance and confirm whether the applicant will be allowed to use the trademark and under what conditions.

A license fee will be payable to UNIFE by the Non-UNISIG equipment supplier for the agreed period.

#### 7.2.2 Third parties: Non-for-profit organisations and railway organisations

Not-for-profit organisations and railway organisations, such as train operators, infrastructure managers, representative associations or public institutions should submit an application to UNIFE, indicating a specifically identified instance, intention or event for which the display of the ERTMS® trademark will be required.



These written applications will be examined by the UNIFE working group referred to in article 4, which will decide whether the applicant will be allowed to use the trademark and under what time period constraints and any other conditions.

No license fee will apply in case of the use of the trademark by a Not-for-profit organization or a railway organisation.

#### 7.2.3 Third Parties: Other organisations

Other organizations such as newspapers, periodicals magazine or rail event organizing companies (e.g. exhibition, conference) etc. will be required to submit an application to UNIFE, indicating a specifically identified instance, intention or event for which the ERTMS® trademark will be applied.

These applications will be examined by the UNIFE working group referred to in article 4, which will decide whether the applicant will be allowed to use the trademark and under what conditions.

UNIFE may decide, on an ad-hoc basis, to apply a license fee.

Entities who have been granted a licence for the use of trademark for a specific nominated event can only use the licence for that designated event. Applications will require to be made for each and every subsequent declared event.

### 8. Time period of usage of trademark

- 8.1 The Authorised Party will be allowed to use the trademark for the time period specified in the license agreement.

### 9. Liability

- 9.1 Without prejudice to clause 7 above, each individual company granted the use of the trademark will be solely responsible for its correct use and application.

### 10. Recommended Steps of due diligence to protect ERTMS® Intellectual Property Rights from misuse by Unauthorized Parties

- 10.1 UNIFE declares its intention and retains the right to robustly investigate any alleged improper use or infringement of the trademark from any third party source including but not limited to national or industry media, trade catalogues and business directories.
- 10.2 The UNIFE working group referred to in article 4 will confirm and gather relevant information surrounding apparent or alleged misuse of the trademark. All activities associated with the resolution of infringements and claims will be conducted in the name of UNIFE, supported as necessary by registered members.

### 10.3 Process to be followed in case of an “unauthorised” use of the ERTMS® trademark:

- a) Gather and verify, where possible, all information of alleged infringement to achieve a retraction or withdrawal. (e.g. Company name, contact names, Company address, delivery address, phone number, e-mail address, fax number, shipment date, quantity of equipment involved, order number (if possible), route of shipment, point of entry etc.
- b) Verification of details of incident.
- c) Prepare/make formal contact to alleged offending party/responsible person and issue formal letter to stop.
- d) Evaluate status/response under time limit conditions.
- e) Prepare and Issue injunction to offending party. Take positive formal steps to seize product or system materials at Customs entry point in countries in which registration has correctly been achieved.
- f) Secure Payment of fees related to activity associated with trademark “protection” activity (scales to be considered and agreed).
- g) Incident review and lessons learned from all misuse incidents.

## 11. Steps to protect after infringement by an Authorised Party

- 11.1 UNIFE will gather information of the alleged infringement in the same way as for an Unauthorised Party.

The UNIFE working group referred to in article 4 will be convened at the earliest possible opportunity to confirm the details and circumstances of the alleged infringement and by discussion achieve an agreed process, timescale and solution by majority voting to be applied to the relevant infringing party.

Should the above-mentioned meeting’s conclusion lead to an instruction for the withdrawal of the licence, the infringing party must take all immediate, necessary and verifiable steps to cease and desist all ERTMS® trademark activities.

Neither UNIFE nor the other Authorised Parties shall be liable for any consequential, incidental, indirect, punitive or incidental damages arising from the misuse by another Authorised Party’s usage of the trademark.

## 12. Geographic or Usage Limitations

- 12.1 The Authorised Party shall inform UNIFE in writing when a contract has been placed in a country where the trademark is not legally registered. UNIFE will consider applying for a trademark registration for that Country, in which case the Authorised Party agrees to render all reasonable assistance for obtaining such registration.



### 13. Governing Laws

- 13.1 All activities associated with the operation and support of the ERTMS® trademark will be conducted in accordance with the Laws of Belgium.

### 14. Public Information

- 14.1 Public Information The list of all licensed and registered trademark Users, the procedure of application to use the trademark and the essential contact information will be located on the ERTMS® web site - [www.ertms.com](http://www.ertms.com).

### 15. Language of Communication

- 14.1 All communications and notices associated with or regarding matters of the ERTMS® trademark will be conducted in the English language. Registered users will be required to declare a single, responsible contact person within their organization with whom UNIFE can directly correspond.



## Appendix 1

### Countries and Territories for registration of trademark

It is fully expected and accepted that the list of countries where the ERTMS® trademark will be registered for use will change following the conclusion of successful contract placement. The list below is intended to capture and indicate those countries where formal registration of the ERTMS® trademark has occurred or is being actively pursued and acts as a clear reference to interested parties.

European Union

Algeria

China

Croatia

Iceland

India

Iran

Japan

Libya

Lichtenstein

Mexico

Norway

Russia

Saudi Arabia

South Korea

Switzerland

Taiwan

Thailand

Turkey

UK

USA