

Code of Practice for the Management and
Development of Railway Code Systems
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Code of Practice for the Management and Development of Railway Code Systems

Synopsis

This document sets out the arrangements for obtaining access to using, managing and developing computer systems adopted into the Systems Code

Contents

Part 1 - General Provisions	3
1. Definitions in Part 1	3
2. Aims	3
3. Application	3
4. Principles	4
Part 2 - Network Rail specific provisions	6
5. Definitions	6
6. Identification of Railway Code Systems	8
7. Catalogue of Railway Code Systems	9
8. Annual Preview	9
9. Contracts	10
10. Management	10
11. Systems Changes	10
12. Competent Authority Change	11
13. Systems Release Proposal	11
14. Consultation	13
15. Release Development Plan	13
16. Issue of a Release or Interface Specification	14
17. Emergency Change Procedure	14
18. Data and Licences	15
19. Advisory Panels	15
20. User Groups	16
21. Arbitration	16
22. Appeal to the Office of Rail Regulation	17
23. Voting	18
24. Changes to the Code	19
25. Compensation for Systems Change	19
26. Derogations	20

Part 1 - General Provisions

1. Definitions in Part 1

- 1.1 Definitions set out in Clause 5 apply in Part 1 so far as relevant, except that in Part 1 "User" means a participant in the Railway Industry having (or entitled to have) a contract with any Systems Owner (not just Network Rail) for use of a Railway Code System.

2. Aims

- 2.1 The Code sets out arrangements for obtaining access to, using, managing and developing certain computer systems. In doing so, it aims to:
- a) make clear the responsibilities that exist between Systems Owners and Users of data and information systems in the Railway Industry;
 - b) lay upon all Systems Owners and their Users the disciplines of good practice in managing their relationships in the systems area;
 - c) provide for wide access to data whilst protecting confidentiality and encourage Systems Owners and Users to improve the quality of data used in the systems;
 - d) provide to new owners and new entrants clear guidance on the computer systems that are necessary or expedient in order to operate trains over Network Rail's infrastructure, and show them a practical way of working that supports the development and change of systems to the general advantage of the Railway Industry;
 - e) encourage Systems Owners to garner support for changes in functionality and operational cost so that the changes do not become obstacles to progress or good commercial relationships;
 - f) allow Users to be confident that changes in function and cost will not be forced upon them without consultation or voting backed by an appeal process;
 - g) generally protect and balance the rights of Systems Owners and Users in relation to systems;
 - h) provide for fair, competitive and non-discriminatory behaviour in the systems area and
 - i) provide principles to be applied by Systems Owners other than Network Rail.

3. Application

- 3.1 Part 1 of this Code (General Provisions) must be followed by all those who own, use or modify Railway Code Systems. Part 2 of this Code (Network Rail-specific Provisions) must be followed by Network Rail and any Affiliate of Network Rail in respect of Network Rail-owned Railway Code Systems and all who use or modify Network Rail-owned Railway Code Systems. Network Rail must use all reasonable endeavours to procure that any Related Undertaking of Network Rail follows this Code.
- 3.2 Compliance with the Code is required as laid out in Network Rail's Track Access Agreements. Network Rail's Network Licence also contains terms covering other stakeholders.

4. Principles

- 4.1 Each Systems Owner is responsible for making its own arrangements for management, maintenance and development of its Railway Code Systems.
- 4.2 The Systems Owner should manage Railway Code Systems and changes to them in the spirit of the processes set out in Part 2 of this Code which include appropriate consultation with Users and should strive for consensus.
- 4.3 In the development of a Railway Code System the Systems Owner must have regard to requests made by Users, recognising the importance of the Railway Code System to them and the financial consequences to them of imposing or denying change.
- 4.4 The Systems Owner is responsible for arranging for the cost of development. The Systems Owner may agree with Users for them to pay specific contributions, or may itself bear the cost (or some of it) and recoup its outlay through charges for use of the System. Where practicable, Users who do not benefit from a particular development should not have to pay for it. Costs of assessment of change proposals shall also be shared having regard to the benefit and costs of the proposed change to the assessing party.
- 4.5 In respect of any Competent Authority Change, Systems Owners and Users must bear their own costs.
- 4.6 The Systems Owner and Users must have regard to and comply with applicable safety standards, including but not limited to Railway Group Standards. Compliance with Railway Group Standards and applicable safety standards takes precedence over compliance with this Code.
- 4.7 Systems Owners and Users must enter into contracts providing reasonable terms for appropriate use of or access to data from Railway Code Systems, including terms relating to payment for access to data, access to or use of services and for maintenance and development. In the execution of contracts, Systems Owners shall not discriminate unduly between participants in the Railway Industry.
- 4.8 The content and range of Railway Code Systems will not remain static. The Systems Owners must manage them in a positive and responsive way. Amongst other things, Systems Owners are encouraged to develop, as soon as is reasonable and financially practicable, historically shared function systems into separate systems that communicate with Users through published and defined "message pair" interfaces.
- 4.9 New Systems must be fully documented. In the development of the Railway Code Systems, Systems Owners and Users must strive to achieve data integrity and protection of confidential data.
- 4.10 Systems Owners are encouraged to develop user documentation within a reasonable time for provision to Users where there is an existing Railway Code System without adequate user documentation.
- 4.11 Systems Owners must ensure that any arrangements made in accordance with the principles of the Code are consistent with the aims of the Code.
- 4.12 Systems Owners must inform Users and enquirers that this Code applies to their Railway Code Systems. Contracts relating to Railway Code Systems must state that Part 1 of this Code applies to those systems, and Network Rail contracts must state that the entire Code applies.
- 4.13 Each Systems Owner must provide information for its Railway Code Systems as reasonably required by Network Rail for the preparation and maintenance of an up-to-date Catalogue. Information to update the Catalogue will not normally be required more frequently than once in every calendar quarter.

- 4.14 Any dispute arising between a Systems Owner and a User, or arising between Users, relating to the implementation of these Principles or the management or development of Railway Code Systems shall be subject to a dispute resolution mechanism with final appeal to the ORR.
- 4.15 Any dispute arising between Systems Owners (whether acting as such or in any other capacity) relating to these Principles or their implementation (including contents of the Catalogue) is subject to appeal to the ORR.
- 4.16 Members of the Railway Code Systems Group are entitled to request changes to the Systems Code. Members must notify Network Rail of any proposed change in the first instance.
- 4.17 There will be consultation with the members of the Railway Code Systems Group on any proposed to the Code.

Part 2 - Network Rail specific provisions

5. Definitions

In this Code, the following terms shall have the following meanings:

Figure 1 Definitions	
Advisory Panel	Expert team convened by Network Rail to consider one or more requests for systems change and to advise Network Rail whether to approve the request(s).
Affiliate	In relation to Network Rail, any holding company or subsidiary of Network Rail or any subsidiary of a holding company of Network Rail, in each case within the meaning of section 736A and 736B of the Companies Act 1985.
Catalogue	The document maintained by Network Rail in accordance with Clause 7, of this Code.
Competent Authority	Any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official, court, tribunal, or public or statutory person (whether autonomous or not and including the ORR) whether of the United Kingdom or of the European Union, which has, in respect of this Code of Practice, jurisdiction over all or any members of the Railway Code Systems Group.
Competent Authority Change	A change essential to ensure that a system complies with any law or any regulatory requirements or directions of a Competent Authority.
Dot Release	A release of software to <ul style="list-style-type: none"> (i) correct a failure of a Railway Code System to comply with specification, or (ii) remedy an operational failure, or (iii) implement a minor change or enhancement, that in achieving its aims changes the look, feel, functioning or external interfaces of a system in a way that is or may become apparent to a User of that system but for which the User will not require training.
Double Dot Release	A modification to a Railway Code System which does not change the look, feel, functioning or external interfaces of a system in a way that is apparent to a User.
Emergency Change	A change essential to ensure that a system meets unforeseen changes in operational circumstances, including without limitation those relating to the safety and security of the Railway Industry.
Expedient System	A computer application (not being an operating system, proprietary database, software package or other general-purpose substrate of an application) or Interface Specification of which Network Rail (or any Affiliate or Related Undertaking) is the owner and the use of which is expedient (but not necessary) for or in connection with the operation of trains on or access rights to Network Rail's infrastructure.

Figure 1 Definitions

Integer Release	An enhanced or significantly modified version of a Railway Code System issued or implemented by Network Rail as the current fully-supported operational release and which then replaces the version previously in use.
Interface Specification	A statement of the structure of a message and the means of exchanging it between two computer systems.
Necessary System	A computer application (not being an operating system, proprietary database, software package or other general-purpose substrate of an application) or Interface Specification, whether owned by Network Rail or not, use of which is necessary for or in connection with the operation of trains on or access to Network Rail's infrastructure.
Network Rail	The company registered in England and Wales under No. 2904587 and which is known as Network Rail Infrastructure Limited.
Panel of Arbitrators	A panel of arbitrators to adjudicate on certain disputes under the Code.
Principles	The principles set out in Clause 4 of this Code.
Project Manager	Manager within Network Rail responsible for the management of a project to consider and to make changes to a Railway Code System.
Railway Code System	A Necessary System or an Expedient System.
Railway Code Systems Group	All Systems Owners and contracted Users of Railway Code Systems.
Railway Group Standards	The Railway Group Standards authorised by the Railway Group Standards Code.
Railway Industry	All persons concerned in the course of business in any way with operating trains on Network Rail's infrastructure or maintaining the infrastructure.
Related Undertaking	In relation to Network Rail, any undertaking in which Network Rail has a participating interest (and for this purpose "undertaking" has the meaning given by section 259 of the Companies Act 1985, and "participating interest" is to be construed in accordance with section 260 of that Act).
Release Development Plan	A document issued by Network Rail that describes a plan for developing and implementing a Dot or Integer Release of one or more of its Railway Code Systems.
Request for Systems Change	A request for change to one or more Railway Code Systems made in accordance with this Code.
Safety Implication	As defined in and for the purposes of GE/RT8054 Management of Shared Information Systems or equivalent body required by any successor Railway Group Standard.
Shared Information System	As defined in and for the purposes of GE/RT8054 Management of Shared Information Systems or equivalent body required by any successor Railway Group Standard.

Figure 1 Definitions

Sponsor	One or more Users making a Request for Systems Change or, in respect of any request initiated by Network Rail and included in a System Release Proposal by Network Rail.
Systems Code Industry Review Group	A formally constituted body of representatives from System Owners and Users including Network Rail, ORR, ATOC, RSSB, Train and Freight Operators with the principle role of setting the agenda for the future of the Systems Code.
System Management Group	As defined in and for the purposes of GE/RT8054 Management of Shared Information Systems or equivalent body required by any successor Railway Group Standard.
System Release Proposal	A statement issued by Network Rail that describes the proposed content of one or more Dot or Integer Releases or proposed Interface Specifications.
Systems Change	A change, other than an Emergency Change, to a Railway Code System which leads to a Dot Release or an Integer Release.
Systems Owner	A person either owning the intellectual property in a Railway Code System or controlling other than collectively the right to modify it or having the exclusive right to license it. Systems Owners are automatically members of the Railway Code Systems Group
User	A participant in the Railway Industry having (or entitled to have) a contract with Network Rail for use of a Railway Code System. Users are automatically members of the Railway Code Systems Group.
User Group	A formally constituted body of representatives of both Network Rail and Users to facilitate communication between Network Rail and Users and to contribute to the Aims of this Code.
Vote	A vote conducted in accordance with Clause 23 of this Code.

6. Identification of Railway Code Systems

- 6.1 Network Rail must at least once in each year, as far as is possible, review computer systems relevant to the Railway Industry including Shared Information Systems and Railway Code Systems. Following the review, Network Rail must publish its proposals for:
- designating a new or existing system as a Railway Code System;
 - designating a Railway Code System as no longer being a Railway Code System (not withstanding that it may remain in use as a system but not as a Shared Information System);
 - changing the designation of a system between the categories of Necessary System and Expedient System; and
 - withdrawing from use or ceasing to support a Railway Code System.

- 6.2 Network Rail must, with reasonable notice, consult on the proposal with the Systems Code Industry Review Group that will make appropriate recommendations on the proposal before wider consultation with the Railway Systems Code Group. Network Rail should take full account of any comments received and provide full justification on the occasion of countering any of the comments made.

7. Catalogue of Railway Code Systems

- 7.1 Network Rail must maintain the Catalogue.
- 7.2 The Catalogue must state for each Railway Code System:
- a) its title;
 - b) the name of the Systems Owner;
 - c) whether it is a Necessary System or an Expedient System;
 - d) its main functions and features;
 - e) its relevance to the Railway Industry;
 - f) whether it has material Safety Implications;
 - g) a summary of current Systems Release Proposals and Release Development Plans relating to it;
 - h) an indication of relevant contract provisions;
 - i) categories of data to be exchanged using the Railway Code System; and
 - j) a list of Double Dot Releases (identified by system, number and date only).
- 7.3 A copy of the up-to-date Catalogue must be kept at one of Network Rail's registered offices and must be available for inspection during normal working hours. The updated version may take the form of a supplement to the preceding version.
- 7.4 Network Rail must make available on request one copy of the Catalogue and each supplement free of charge to each User.
- 7.5 Network Rail must supply a copy of the Catalogue within a reasonable time to any person on request and payment of a reasonable charge.
- 7.6 The Catalogue must state whether use of each system (or part of it) is necessary for any category of transaction between Network Rail and any Users. The Catalogue must also state, so far as has been notified to Network Rail, whether use is necessary for any category of transaction between Users or between Users and other Systems Owners. Network Rail must strive to make the statements precise and to reduce the scope of necessary use of particular systems to a reasonable minimum.

8. Annual Preview

- 8.1 Network Rail must each year send to Users a preview of Network Rail's targets for development of or change to Railway Code Systems and changes to the Catalogue for the following year.
- 8.2 Network Rail must aim to issue the preview at about the same time each year, for example, during the second quarter of the financial year.

9. Contracts

- 9.1 Network Rail must provide for every User and every beneficiary of a track access contract to be able to obtain a licence and/or a contract for computer services relating to every Railway Code System owned by Network Rail which that person must use or wishes to use in the course of its business. The licence or contract must be on reasonable terms (including terms as to charges) having regard to the nature and condition of the systems in question, the use for which that person wishes to take a licence or contract for services, the avoidance of unfair cross-subsidy among Users or within Network Rail's business and all other relevant considerations.
- 9.2 Network Rail must grant licences and contracts for computer services on terms that do not unduly discriminate between different members of the Railway Industry.
- 9.3 A person dissatisfied with the terms of a licence or contract for computer services offered by Network Rail, or with a refusal by Network Rail to offer a contract or delay by Network Rail in entering into a contract, may proceed to arbitration under this Code whether or not that person is a User.

10. Management

- 10.1 Network Rail must manage the Railway Code Systems in accordance with good software lifecycle management practices.
- 10.2 Where a Railway Code System exists without adequate user documentation, this includes the obligation to develop user documentation within a reasonable time and in consultation with Users, and to provide it to Users at a reasonable charge.

11. Systems Changes

- 11.1 The remainder of the provisions of this Code apply to Systems Changes. They do not apply to Double Dot Releases (which Network Rail alone must manage). If changes are not made in accordance with this Code, or the implementation of a change does not proceed for any reason, Network Rail must bear any costs other than those authorised by the Code to be passed on to Users.
- 11.2 Any User of a Railway Code System may request a Systems Change. Users may join together to make a request.
- 11.3 Requests for Systems Change must be relevant to the needs of the Railway Industry or any participant in it.
- 11.4 A request for systems change must:
 - a) state the purpose, scope of and need for the change;
 - b) state the Sponsor's assessment of its importance to the Railway Industry and its priority relative to other known requests for change; and
 - c) recommend a timetable for its implementation.
- 11.5 So far as is possible a request for systems change should show that the requested change:
 - a) improves or does not materially diminish safety; and
 - b) does not impose increasing cost or risk on other members of the Railway Code Systems Group (including Network Rail) unless
 - i) all such parties affected agree to the requested change; and
 - ii) fair and reasonable compensation is made available by the Sponsor to all such affected parties, consistent with Clause 25.

- 11.6 The Sponsor must send the request for systems change to Network Rail. Network Rail must acknowledge receipt within 15 working days of receiving it.
- 11.7 Network Rail may stipulate the form and manner in which requests for systems change may be made and may decline to deal with requests not substantially conforming in form or manner.
- 11.8 If the Sponsor seeks confidentiality in relation to the request, it must state so clearly in the request. Network Rail may decline to proceed with a request if it considers a requirement for confidentiality to be unrealistic or to impose an unreasonable or inappropriate burden on any person.
- 11.9 Network Rail is entitled on request to recover from the Sponsor 75% of its costs of evaluating a request, whether or not the request is included in a System Release Proposal.
- 11.10 Any affected member of the Railway Code Systems Group is entitled on request to recover from Network Rail or the Sponsor (whichever has proposed the relevant Systems Change) 75% of its costs of evaluating a request, whether or not the request is included in a System Release Proposal.

12. Competent Authority Change

- 12.1 Where Network Rail is required (other than at its own request or instigation) to make a Competent Authority Change:
 - a) Network Rail must, except to the extent that the relevant change of law or direction otherwise requires, comply with the change procedure;
 - b) to the extent that Network Rail does not follow the change procedure, it must make the change in a reasonable way, having regard to the nature of the change of law or direction;
 - c) each member of the Railway Code Systems Group must make such alterations (for example, to railway vehicles, equipment or procedures) as are necessary to accommodate that change; and
 - d) each member of the Railway Code Systems Group must bear its own costs or losses in connection with or consequential to the Competent Authority Change.

13. Systems Release Proposal

- 13.1 Within a reasonable time after receiving a request for systems change, Network Rail must notify the Sponsor that it refuses the request for systems change or include it in a Systems Release Proposal. Network Rail is responsible for ensuring that each request for systems change is assessed fairly for inclusion in a Systems Release Proposal and for considering whether it complies with or satisfies the principles of this Code. Network Rail may consolidate any number of requests for systems change into a single Systems Release Proposal. Network Rail may include any of its own requests in the Proposal, and stands as Sponsor for them.
- 13.2 Network Rail must appoint and publish the name of a Project Manager for each Systems Release Proposal and consequent development and implementation. The Project Manager is responsible for managing the Code processes and arranging appropriate meetings of the Advisory Panel before deciding on the final text of the Systems Release Proposal for publication to the potentially affected members of Railway Code Systems Group. The Project Manager is responsible for signing-off the final text of the draft Systems Release Proposal prior to consultation.
- 13.3 Network Rail must use all reasonable endeavours to inform all Users of the membership of the Advisory Panel which will advise on the Systems Release Proposal.

- 13.4 Network Rail must exercise proper professional care in preparing a Systems Release Proposal. The Project Manager is responsible for ensuring that changes to the Railway Code Systems they are managing are properly designed, developed using a sound methodology, fully tested and supported with adequate documentation and training.
- 13.5 A Systems Release Proposal will be used to inform members of Railway Code Systems Group of the proposed withdrawing of a system from the Code of Practice.
- 13.6 The Systems Release Proposal must state clearly:
- a) the effect of the proposed changes on the functionality, look, feel, interfaces, operational requirements (including hardware and system software) and safety consequences of Railway Code Systems, and whether (if implemented) it is likely to constitute a Dot Release or an Integer Release;
 - b) when and how the changes are proposed to be effected;
 - c) an initial estimate of implementation costs to Users and any expected changes in usage charges or licence fees (or other method of financing development) that will result;
 - d) Network Rail's assessment of the likely impact of the change on safety and on the safety cases of affected Users (but the assessment does not relieve Users from observing or discharging any safety obligations or responsibilities that lie on them. An organisation is responsible for its own safety case.);
 - e) likely training consequences of the changes; and
 - f) the origin of the proposed changes and their rationale.
- It must also describe changes that have been requested but which Network Rail has chosen not to implement, with brief reasons for their exclusion.
- 13.7 A Systems Release Proposal may exclude reference to changes that are being made in commercial confidence on behalf of Network Rail or any User, provided the change will be transparent to all other Users or does not affect functionality of a Railway Code System available to them. However Users must be notified that such change has been made.
- 13.8 The Project Manager must take account of comments received on the System Release Proposal during consultation, ask the Advisory Panel to advise as appropriate and take into account the conclusions of the Advisory Panel.
- 13.9 Where it is not proposed to incorporate a significant comment received during the consultation process in any final draft of a System Release Proposal, the Project Manager must advise the member which submitted the comment of the reasons for its omission. All other affected members of the Railway Code Systems Group shall be notified of such rejection.
- 13.10 Where significant changes are made to a System Release Proposal during development, the Project Manager must consult the Advisory Panel and then circulate any amendments to members of the Railway Code Systems Group. If a request for systems change is rejected by Network Rail and recommended for abandonment, the Project Manager must notify the Sponsor of the decision and supply a written explanation.
- 13.11 Network Rail may from time to time publish its intended dates for Systems Release Proposals and may set and must publish cut-off dates by which requests must be received for inclusion in the next Systems Release Proposal.
- 13.12 Normally not less than one Systems Release Proposal for Integer Releases shall be prepared per Railway Code System or group of systems per year.

14. Consultation

- 14.1 Members of the Railway Code Systems Group are entitled to be consulted on a Systems Release Proposal if such Systems Release Proposal has a financial, safety or operational or known potential financial, safety or operational significance to them. The Project Manager must circulate the Systems Release Proposal to all those in the Railway Code Systems Group who in the Project Manager's opinion may be affected for noting and comment.
- 14.2 Network Rail must maintain a register of addresses and agreed single points of contact for each member of the Railway Code Systems Group. Each member must keep Network Rail informed of any changes of address or contact.
- 14.3 Network Rail must provide one copy of each Systems Release Proposal free of charge to each affected member of the Railway Code Systems Group. Network Rail must at the same time provide other members with a brief summary of its contents, and provide them one free copy of the full Systems Release Proposal on request. Further copies must be supplied on request to any person at a reasonable charge.
- 14.4 A reasonable time (normally a minimum of eight weeks for an Integer Release and four weeks for a Dot Release) must be allowed for comments to be made to Network Rail. The last date for comments must be stated in the Proposal and the summary. All members of the Railway Code Systems Group are taken to accept the System Release Proposal and the implications of implementing it (as apparent from the System Release Proposal to a reasonably informed User) except to the extent that each member comments otherwise within that time.
- 14.5 Network Rail is responsible for taking fair account of the received comments. Where appropriate, Network Rail will undertake further consultation with Users.

15. Release Development Plan

- 15.1 When it appears to Network Rail that there is general or sufficient acceptance of a Systems Release Proposal and Network Rail is satisfied that all safety issues have been duly resolved, it must prepare and publish a Release Development Plan for the relevant Railway Code System. When it appears to Network Rail that there is not general or sufficient acceptance of a Systems Release Proposal, it must inform Users accordingly.
- 15.2 The Release Development Plan must state the intended content of the release and advise all members of the Railway Code Systems Group affected by the release of their responsibilities during and after implementation and the steps that they must take to prepare (by training, acquiring equipment or in other ways) for the release. It must also specify:
 - a) the operational, functional and any interface changes that the release will bring about;
 - b) key stages of the development and their dates;
 - c) target dates for release and implementation of the developed system;
 - d) dates and resources needed of Users for testing, training and implementation (and if no such resources are required, a statement to that effect);
 - e) information about the costs (or likely costs) of development and implementation which are to be shared, and about expected changes in charges, to allow Users to budget for the financial effects on them of the change. Such information shall comprise the initial estimated cost of development and the proportion to be borne by Users;

- f) Network Rail's opinion of the likely effect of the development on the designation of any systems as Necessary or Expedient Systems; and
 - g) contingency plans.
- 15.3 A reasonable time (normally a minimum of 8 weeks for an Integer Release and 4 weeks for a Dot Release) must be allowed between the date of issue of the Release Development Plan and the target implementation date.
- 15.4 Members of the Railway Code Systems Group not affected by the Release must be advised of the contents of the Dot or Integer Release and the target date for implementation.
- 15.5 Network Rail must publish amendments to the Release Development Plan from time to time if there are significant changes to it. Such amendments shall include information on any significant or material changes in costs of development and the effect of this on the proportion of costs to be borne by Users.

16. Issue of a Release or Interface Specification

- 16.1 Network Rail must arrange through its contracts with Users for appropriate documentation of Integer or Dot Releases to be provided to them.
- 16.2 Where an Integer or Dot Release or an Interface Specification includes content commercially confidential to another member of the Railway Code Systems Group this content must not be released to any other body by Network Rail without written approval from the member whose confidentiality might be compromised except when required for resolution of a dispute.
- 16.3 On implementation of an Integer or Dot Release or a replacement system, all members of the Railway Code Systems Group who used the earlier version must replace the earlier version by the Dot or Integer Release or replacement system or cease use of the system altogether if this does not adversely affect safety requirements or current operational practices.
- 16.4 Network Rail must update the Railway Code Systems Catalogue with the details of the new Release or Interface Specification so that members, potential new Users or newcomers to the Railway Code Systems Group can ascertain accurately those Railway Code Systems which would be applicable to them. Network Rail must also include in the Catalogue an appropriate summary of data required to be input or exchanged using the Dot or Integer Release.
- 16.5 Network Rail must notify those affected of the training requirements and identify possible sources for such training. The choice of training and making arrangements for it are the responsibility of the User: Network Rail has no liability whatsoever arising for training provided by any third party whether listed as a possible source for training or not.
- 16.6 Network Rail may charge for any training it provides to Users.

17. Emergency Change Procedure

- 17.1 An Emergency Change may be made when it is vital to rectify deficiencies in an existing system to preserve functional or safety performance to a deadline imposed by circumstances beyond the control of Network Rail making normal consultation impossible. Network Rail itself must determine and specify the minimum necessary change to restore the status quo ante or eliminate the operational, safety or regulatory risk.
- 17.2 After implementation of an Emergency Change, Network Rail must provide details to all those affected in the same form as a Systems Release Proposal.

18. Data and Licences

- 18.1 All Users of Railway Code Systems must strive to post data accurately and in a timely fashion. Members of the Railway Code Systems Group must arrange appropriate systems training for their staff to ensure that this is done.
- 18.2 Users must not without authority interfere with data posted or required by another.
- 18.3 Network Rail must ensure that access to data that is not confidential or proprietary to a User or a group of Users is extended to all members of the Railway Code Systems Group and all interested parties in the Railway Industry for their business purposes.
- 18.4 All licences and contracts relating to Railway Code Systems or to data contained in Railway Code Systems must be fair and equitable and not discriminate unduly between participants in the Railway Industry or lead to cross-subsidisation of their businesses.

19. Advisory Panels

- 19.1 The Project Manager must select an Advisory Panel of appropriate experts. To facilitate this, Network Rail must maintain a register of experts in systems development and usage in the Railway Industry drawn from the Railway Code Systems Group and other relevant bodies.
- 19.2 The Project Manager must notify the members of the Systems Code Industry Review Group of the experts to be invited to the Panel to ensure the appropriate level of Railway Code Systems Group representation.
- 19.3 Members of the Railway Code Systems Group must not unreasonably refuse to provide nominations to the register of experts or to Advisory Panels or to release their staff for Advisory Panel work.
- 19.4 The role of an Advisory Panel is to inform and guide the design of a system under the direction of the Project Manager. Advisory Panels do not have an approving role. They must have regard to, amongst other things, safety and performance, give due regard to cost effectiveness and business processes in the Railway Industry, and conform with the principles of the Code.
- 19.5 Entry in the register of experts available for Advisory Panels must be open to applicants nominated by members of User Groups or invited by Network Rail. An Advisory Panel will not normally have more than 10 members. All expertise required in the preparation of a system should be represented in the composition of an Advisory Panel. The Panel should incorporate members from a diversity of backgrounds to obviate bias. Members of an Advisory Panel must hold relevant technical or operational qualifications in respect of the Railway Code System under consideration or have proven appropriate practical experience.
- 19.6 Network Rail must periodically send invitations to all members of User Groups for nominations to the register of experts.
- 19.7 Network Rail must select members of the Advisory Panel from the register of experts when they have appropriate and sufficient relevant expertise but Network Rail does not guarantee to select all or any of the names on the register for use in the preparation of a system. Network Rail may invite experts from outside the Railway Code Systems Group to join an Advisory Panel if it feels a significant contribution may so be made.
- 19.8 Membership of Advisory Panels should be rotated to avoid undue burden on or influence by any particular person, business or body within the Railway Code Systems Group.

20. User Groups

- 20.1 User Group meetings should be convened by Network Rail at intervals relevant to the activity in a system area.
- 20.2 At the time that Network Rail issues proposals for adoption and re-designation of Railway Code Systems as detailed in Clause 6 of this Code, the Systems Code Industry Review Group will determine whether User Groups need to be established for each system.
- 20.3 Network Rail shall facilitate the establishment of User Group as recommended by the Systems Code Industry Review Group. Network Rail is not obliged to fund ongoing activities of User Groups and need not take responsibility for their management.
- 20.4 User Groups will provide a forum for discussion and to facilitate communication between Network Rail and Users. A User Group shall use its knowledge of the functioning, capability, use and operational characteristics of a particular system in order to inform members of the User Group of its effective use or development.
- 20.5 Members of User Groups have the right to request Network Rail to convene a User Group meeting to discuss activities in a system area unless a meeting scheduled is to be convened within 2 weeks of receipt of such request.
- 20.6 The User Group will fulfil the role of System Management Group for the Railway Code Systems dealt with by the User Group. They will be the formally constituted group of people who represent the Users of the systems, to ensure the requirements to change, support and manage access to the systems are correctly managed, with particular reference to the management of safety. Users are not obliged to take part in the User Group except in so far as may be necessary to comply with Railway Group Standards.

21. Arbitration

- 21.1 Any member of the Railway Code Systems Group (the "Appellant") may give written notice to another member (the "Respondent") of an appeal to a Panel of Arbitrators against anything alleged to be:
 - a) exclusion from a Systems Release Proposal of anything contained in the preceding request for systems change;
 - b) a material inclusion in a Release Development Plan not included in the preceding Systems Release Proposal;
 - c) a material exclusion from a Release Development Plan of anything contained in the preceding request for systems change and recommended by the Advisory Panel to be included;
 - d) abuse of the Emergency Change procedure;
 - e) a designation of a System as a Railway Code System or change of designation of a system as a Railway Code System;
 - f) a dispute on the terms and conditions of any licences or contracts relating to Railway Code Systems or data contained in Railway Code Systems or charges under such licences or contracts;
 - g) a dispute as to the amount of compensation payable or costs of assessment under this Code;
 - h) any failure to comply with the Code.
- 21.2 The Appellant must deliver the notice to the Respondent within the following period:
 - a) 28 days from receipt of notice that inclusion of a request in a Systems Release Proposal is refused;

- b) 28 days from the receipt of notice of a request for systems change relating to an Emergency Change;
 - c) 28 days from the date of receipt of a Release Development Plan for a Dot Release;
 - d) 28 days from the issue of a Release Development Plan for an Integer Release;
 - e) 28 days from publication of Network Rail's proposals on designation of or change of designation of a system as a Railway Code System;
 - f) 14 days from receipt of a claim for compensation or costs of assessment;
 - g) 14 days for all other claims from the date of the act or omission on which the claim is founded.
- 21.3 The notice must set out the issues in dispute, which must be confined to the matters set out in Clause 21.1.
- 21.4 Within 7 days of receipt of the notice of appeal, the Appellant and the Respondent must each appoint one panel member. The two panel members must then appoint a third panel member, knowledgeable in the computer or Railway Industry, within 3 days of their own appointment. If the two panel members fail to appoint a third panel member, the Appellant and the Respondent may together request the President for the time being of the British Computer Society to appoint the third panel member within 7 days, which appointment the parties shall accept. The panel members will constitute the Panel of Arbitrators.
- 21.5 The applicable provisions of the Industry Dispute Resolution Rules relating to arbitration shall apply to the procedure to be followed by the Panel of Arbitrators, subject to the following particular provisions in this Code.
- 21.6 The award of the Panel of Arbitrators must be given in writing and is final subject to appeal to the ORR.
- 21.7 Costs of the arbitration must be borne by the parties to it in equal shares or as agreed by them or as set out in the award of the Panel of Arbitrators. To discourage inappropriate use of the appeal process, the Panel of Arbitrators is encouraged to award costs against a party making a trivial, unnecessary, unwarranted or vexatious appeal.

22. Appeal to the Office of Rail Regulation

- 22.1 If any member is dissatisfied with any decision of the Panel of Arbitrators under this Code, that member may, within 14 days of receipt of the decision of the Panel of Arbitrators, refer the matter to the ORR for determination. In respect of a challenge to a Vote, the member may within 14 days of receipt of the announcement of the outcome of the Vote, refer the matter to the ORR for determination. Any challenge to a Vote shall be on the basis of unfair prejudice to the member challenging the Vote.
- 22.2 Where a member refers a matter to the ORR under this procedure, that member shall at the same time:
- a) provide a statement in reasonable detail as to the matter in dispute and its reasons for making the reference; and
 - b) send a copy of the reference and that statement to the other party or parties to the dispute.
- 22.3 The relevant members shall also, as soon as reasonably practicable after the relevant date of reference, use their respective reasonable endeavours to procure that the ORR is furnished with sufficient evidence to consider properly any matters referred to it.

- 22.4 In relation to a reference to the ORR, the ORR shall, in determining the matter in question, have the power:
- a) to give directions as to the procedure to be followed in the appeal, including in relation to the making of any written and oral submissions and the extent to which any evidence or other submissions made by one party to the appeal shall be disclosed to the other;
 - b) to make any interim order as to the conduct or the positions of the parties pending final determination of the matter by the ORR;
 - c) in determining the matter in question:
 - (i) to direct the parties to the dispute to comply with directions which specify the result to be achieved but not the means by which it shall be achieved ("general directions"); or
 - (ii) to direct the parties to accept any submissions made by any party as to the relevant change;any such directions under paragraph (i) or (ii) being by interim order or final determination;
- 22.5 The ORR having given general directions, on the application of any party to the dispute within 7 days of the determination of the matter in question (or such longer period as the ORR shall allow), the ORR may make such further orders as considered appropriate in order to provide the parties with guidance as to the interpretation and application of such general directions; and may make such orders as thought fit in relation to the proportions of the costs of the proceedings in question (assessed in such manner as the ORR shall determine) which shall be borne by either or both of the parties.
- 22.6 The members shall abide by any interim order or final determination of the ORR in relation to any such dispute referred to them.
- 22.7 Where any member shall have made a reference to the ORR under this Clause, the ORR shall:
- a) be entitled to decline to act on the reference if, having consulted the parties concerned and considered the determination of the Panel of Arbitrators or the reasons for the objection to a Vote as the case may be, the ORR shall determine that the reference should not proceed, including on the grounds that:
 - (i) the matter in question is not of sufficient importance to the Railway Industry;
 - (ii) the reference to the member is frivolous or vexatious; or
 - (iii) the conduct of the party making the reference ought properly to preclude its being proceeded with;
 - b) not be liable in damages or otherwise for any act or omission to act on the member's part (including negligence) in relation to the reference.

23. Voting

- 23.1 Any affected member of the Railway Code Systems Group may request a Vote in accordance with this Clause if any of the following significant changes is proposed by Network Rail:
- a) withdrawal of a Railway Code System or the introduction of a new Railway Code System;
 - b) change of a Railway Code System from a single multi-user system to a system delineated by interfaces where it is not proposed to provide Users with software that enables them to operate on the User side of the interface as before the proposed change;

- c) a change which will directly increase a paying User's systems charges or internal information systems costs relating to the particular Railway Code System over a one year period by an amount which is more than:
 - (i) 20% of the net benefit conferred on that User by the change, treated as a single event (the capital benefit basis); or
 - (ii) 10% of the net annual benefit conferred on that User by the change, treated as a benefit accruing over a three year period (the revenue benefit basis);
 - (iii) a change which would necessitate an amendment to contracts essential or expedient to the User's operations in the Railway Industry.
- 23.2 Network Rail must within 7 days of a request make arrangements for a Vote by affected members of the Railway Systems Code Group to take place within a reasonable time. The Vote will ordinarily be postal or by electronic mail, but a meeting with show of hands or proxies is not precluded.
- 23.3 Each affected member of the Railway Code Systems Group shall have one vote, save and except for Network Rail which in addition to that vote shall have one vote for each of its regions provided that the aggregate of Network Rail's votes shall not exceed eight votes.
- 23.4 The decision to proceed with the withdrawal or the change shall be affirmed by a 75% majority of all votes of member's casting votes. Network Rail must notify a result promptly to all members who were entitled to take part in the Vote; and must within a reasonable time (for example, when next issuing an update to the Catalogue) inform other members of the Vote and its outcome.
- 23.5 A member may appeal to the ORR against a decision determined by Vote.

24. Changes to the Code

- 24.1 Members of the Railway Code Systems Group are entitled to request changes to the Systems Code. Members must notify Network Rail of any proposed change in the first instance.
- 24.2 Network Rail must in the first instance consult with the members of the Systems Code Industry Review Group on proposed changes to the Code. The Systems Code Industry Review Group will make recommendations to accept or reject the change. In the event that the Group accepts the change Network Rail will give written notice of the change to the Railway Code Systems Group. Network Rail must submit the change to the ORR. There can be no appeal to a Panel of Arbitrators and the approval of a change lies in all cases with the ORR.

25. Compensation for Systems Change

- 25.1 If a member of the Railway Code Systems Group (including Network Rail) considers that it should be entitled to compensation for the consequences of the implementation of a Systems Change, it shall give notice of such claim to the Sponsor on receipt or in the case of Network Rail, on issue, of the Release Development Plan.
- 25.2 The notice shall include a statement of the amount of compensation claimed and the means by which the compensation should be paid, including any security or other assurances of payment which the Sponsor should provide. Any such statement shall contain such detail as is reasonable to enable the Sponsor to assess the merits of the claim.
- 25.3 The amount of the compensation shall be an amount equal to the amount of the costs, direct losses and expenses (including loss of revenue) which can reasonably be expected to be incurred by the member in question as a consequence of the implementation of the proposed change other than any such costs, losses or

expenses which are attributable to the Sponsor of the change improving its ability to compete with members which are other operators of railway assets.

- 25.4 There shall be taken into account in determining the amount of compensation:
- a) the benefit (if any) to be obtained or likely in the future to be obtained by the claiming member as a result of the proposed change; and
 - b) the ability or likely future ability of the claiming member to recoup any costs, losses and expenses from third parties including passengers and customers (including other members if the claiming member is not Network Rail).

- 25.5 If the Sponsor fails:
- a) to agree with or comply with the terms of the notice claiming compensation, having been given a reasonable opportunity to do so; or
 - b) to refer the matter for determination by the Panel of Arbitrators within 14 days of receipt of the notice claiming compensation, then

the proposed change shall not be implemented. In any other case, and subject to the other provisions of this Code, the Sponsor of the change shall be entitled to have such change implemented, but the costs of the implementation of any change proposed by the Sponsor shall be reimbursed:

- c) if the Sponsor is not Network Rail, to Network Rail and other members who would be affected by the proposed change in proportions to be agreed upon by the parties; or

if the Sponsor is Network Rail, to the other members who would be affected by the proposed change in proportions to be agreed upon by the panel.

26. Derogations

- 26.1 Network Rail may, in so far as ORR consents, be relieved of its obligation to comply with the systems code or part of the systems code, subject to such conditions as ORR may require.