



INTERNATIONAL INSTITUTE FOR THE UNIFICATION OF PRIVATE LAW  
INSTITUT INTERNATIONAL POUR L'UNIFICATION DU DROIT PRIVE

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**PROTOCOL TO THE CONVENTION ON INTERNATIONAL INTERESTS IN  
MOBILE EQUIPMENT ON MATTERS SPECIFIC TO MINING, AGRICULTURAL  
AND CONSTRUCTION EQUIPMENT**

**REQUEST FOR PROPOSALS (RFP) FOR THE INTERNATIONAL  
REGISTRY FOR MAC EQUIPMENT**

**Issued on behalf of the Preparatory Commission for the Establishment of the  
International Registry for MAC Equipment pursuant to the MAC Protocol**

**21 March 2022**



**UNIDROIT**

International Institute for the Unification of Private Law  
*Institut International pour l'Unification du Droit Privé*

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## PART 1 – INTRODUCTION

### A. Overview

1. This Request for Proposals (RFP) Document is issued by the Preparatory Commission for the establishment of the International Registry pursuant to the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Mining, Agricultural and construction Equipment (the MAC Protocol).<sup>1</sup>

2. The purpose of this RFP is to invite interested entities to submit a request to participate in the solicitation for being awarded the contract as the Registrar of the International Registry for MAC Equipment (the International Registry). As part of their request to participate, the interested entities shall submit an offer in response to the regulatory, technical, financial requirements, and key contract provisions set out in this RFP. The offer will be evaluated against the criteria detailed in this RFP (further information in Part 5).

3. The tenderer, whose offer is found to be substantially in conformity with the RFP requirements, and has achieved the highest score, will be chosen as the initially preferred tenderer and invited for negotiations with the aim of achieving the best conformity with the overall requirements for operation of the International Registry. The Preparatory Commission reserves the right to invite multiple tenderers for simultaneous negotiations and reserves the right to go back to the entity with the next highest score for negotiations, should the negotiations with the initially preferred tenderer fail.

4. The function of the Registrar will include, *inter alia*, being responsible for the design, production, delivery, installation, and ongoing operation and development of the International Registry.

5. The relationship between the Registrar and the Supervisory Authority (detailed in Annex 1) shall be governed by a contract setting out their mutual rights and duties. The essential elements of the contract are provided in Part 4 with further details being subject to negotiations.

6. The International Registry will be an electronic and internet-based registry. It will be accessible via a dedicated front-end interface, including a website, and all user transactions, including registrations and searches, will be undertaken electronically through that front-end interface. Some direct human intervention may be required in relation to the process of verifying the identity of applicants wishing to become registered users of the International Registry. Registrations and searches will otherwise be conducted automatically without any real-time human intervention on the part of the Registrar.

7. The Registrar of the International Registry will play a key role in the development, administration and ongoing development of the International Registry which, following the successful establishment of the International Registry for Aircraft Objects, has the potential to play an important role in financing transactions relating to mining, agricultural and construction equipment.

8. In relation to the registration and search services provided under the MAC Protocol, the Supervisory Authority, in close consultation with the Registrar, will establish (and periodically review, as appropriate) the fees having regard to all relevant factors including estimates as to Registry operating costs, transaction volumes, as well as reasonable costs of the Depositary. The fees will be established so as to recover the reasonable establishment, implementation and operating costs of the International Registry over the period of the contract.

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<sup>1</sup> The text of the MAC Protocol (also referred to as 'Pretoria Protocol') is available at <https://www.unidroit.org/instruments/security-interests/mac-protocol-2019>

9. The Supervisory Authority will work closely with the Registrar in establishing a Registry implementation schedule linked to the progress being made on securing State ratifications; this approach should serve to keep down the Registrar's expenditures during the early stages of implementation. The Supervisory Authority will partner with the Registrar to promote the MAC Protocol to potential Contracting States with a view to maximising the pool of potential revenue-generating Registry transactions.

## **B. What we are looking for**

10. This RFP seeks requests to participate from interested entities to be appointed as the Registrar of the International Registry. The first appointment shall be for an initial period of 5 Years from the date of entry into force of the MAC Protocol. The Supervisory Authority may, in its absolute discretion, decide to reappoint the Registrar for a period or periods not exceeding 5 years each, or may decide upon another process for the selection of the Registrar to operate the International Registry following the expiry of the initial 5 year period of the operations of the International Registry. The contract between the Supervisory Authority and the Registrar will provide for the Supervisory Authority to undertake consultations with the Registrar on this issue and to communicate to the Registrar its decision about reappointment of the Registrar no later than 24 months prior to the expiration of the term of the contract.

11. The principal function of the Registrar shall be to ensure the establishment and efficient operation of the International Registry, in accordance with the Convention, the MAC Protocol, the Regulations, and the Procedures to be made by the Supervisory Authority (the Regulations),<sup>2</sup> and the contract to be concluded between Registrar and the Supervisory Authority.<sup>3</sup>

12. Requests to participate must be submitted no later than **21 July 2022** (see further Part 5.c).

13. Requests to participate shall include an offer to be evaluated by the Preparatory Commission having regard to the following factors (for further details on the solicitation and evaluation process see Part 5):

- (a) the tenderer having sufficient relevant business and management experience to successfully establish and operate the International Registry;
- (b) the proposed corporate structure and ownership structure of the Registrar (including the tenderer's and the proposed Registrar's name, date and place of registration, capitalisation and beneficial ownership and control);
- (c) the extent to which the offer complies with the technical requirements of the International Registry, in particular the technical requirements set out in Part 2 of this RFP, and the statement of requirements set out in Annex 3 of this RFP;
- (d) the offer's compliance with the key contract provisions in Part 4 of this RFP;
- (e) the cost elements in the offer (see Part 3 of this RFP).

14. Requests to participate may be made by public or private entities. It is envisaged that the Registrar may make arrangements with sub-contractors and service providers for the delivery of the services necessary to enable the Registrar to fulfil its obligations pursuant to the Convention, the MAC Protocol, the Regulations, and the contract between the Registrar and the Supervisory Authority.

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<sup>2</sup> Article 17(2)(d) of the Convention provides for the Supervisory Authority to make regulations dealing with the operation of the International Registry – these Regulations will provide the framework for the establishment and operation of the International Registry. The Regulations will be developed on an ongoing basis in the lead-up to the entry into force of the MAC Protocol. The current draft of the Regulations is attached to this RFP as Annex 5. It is expected that this current draft will be revised and modified during the establishment phase of the International Registry, including in consultation with the Registrar, and may be subsequently amended.

<sup>3</sup> Information about key contract provisions is provided in Part 4 of this RFP.

Any such proposed arrangements should be specified, to the extent possible, in the request to participate, and such arrangements will be subject to the approval of the Supervisory Authority.

15. Requests to participate must provide details as to the proposed corporate structure of the Registrar, however it is not necessary that a request to participate and offer be submitted by the same corporate entity that would act as Registrar, as long as that entity commits to be bound by the request and the offer.

16. The role of Registrar may provide the appointed entity with a unique platform to showcase the application of cutting-edge technology in relation to the implementation of international secured transactions law reform. The Registrar will be in a position to develop an attractive business model around the operation of the International Registry, which could become a key focal point for the mining, agricultural and construction industries. Alongside managing the International Registry, the Registrar will have the potential to offer additional income-generating services (“ancillary services”), such as consultancy services, insofar as they do not impact the integrity and/or reliability of the International Registry. Any such additional services could only be provided with the prior consent of the Supervisory Authority (further information is provided at Part 3.c).

17. Potential tenderers may wish to consider the International Registry established pursuant to the Aircraft Protocol as an illustration of a currently-operating registry established pursuant to the Cape Town Convention. Information about that International Registry may be available from the following internet site: <https://www.aviareto.aero/>

18. The Annexes to this RFP contain additional background information relevant to the International Registry (see Annex 1), an overview of provisions of the Convention and the MAC Protocol that are relevant to the establishment of the International Registry (see Annex 2), as well as a statement of requirements any Registrar would be expected to fulfil (see Annex 3).

### **C. The role of the Supervisory Authority and the Preparatory Commission**

19. Article 17(1) of the Convention provides for the establishment of a Supervisory Authority as provided by the Protocol. Under Article XVII of the MAC Protocol, the Supervisory Authority shall be designated by a resolution of the Diplomatic Conference for the adoption of the MAC Protocol, provided that such Supervisory Authority is able and willing to act in such capacity. Resolution 2 of the Diplomatic Conference for the adoption of the MAC Protocol thereby outlines the process of the appointment of a Supervisory Authority for the MAC Protocol.

20. The Convention provides in its Article 27(1) that the Supervisory Authority has international legal personality where not already possessing such personality. According to Article 17(2) of the Convention its functions include:

- establishing or providing for the establishment of the International Registry; and
- appointing and dismissing the Registrar.

21. The Diplomatic Conference for the adoption of the MAC Protocol resolved, in Resolution 1 of the Conference, to establish, pending the entry into force of the MAC Protocol, a Preparatory Commission to act with full authority as Provisional Supervisory Authority for the establishment of the International Registry, and directed it to carry out a number of tasks, including:

- with a view to guarantee the operability of the International Registry by the time of entry into force of the Protocol, to ensure that the Registrar managing the International Registry be selected in accordance with an objective, transparent and fair selection process, and that all necessary regulations and procedures be prepared and approved;

- to work on other matters relating to the International Registry for mining, agricultural and construction equipment as may be required with a view to ensuring the establishment of the International Registry;
- to enter into a contract with the Registrar that makes provision for the development or testing of the software, the initial fees, the user application process and timelines, as well as other relevant details; and
- to ensure the necessary liaison and co-ordination with private industry which will be users of the International Registry.

22. Under Resolution 1 and 2, the Preparatory Commission shall also work towards the appointment of the Supervisory Authority.

23. This RFP Document has been issued by the Preparatory Commission, in its capacity as Provisional Supervisory Authority, to provide for the establishment of the International Registry.

24. Unless the context indicates otherwise, a reference in this RFP to the "Preparatory Commission" is a reference to the Preparatory Commission acting in its capacity as Provisional Supervisory Authority. The preparatory phase prior to the entry into force of the MAC Protocol will follow the model of the preparatory process undertaken in relation to the Aircraft Protocol, in which the Preparatory Commission established by the Cape Town Convention Diplomatic Conference undertook the preparations for the establishment of the International Registry for interests in aircraft objects, with the Supervisory Authority adopting the decisions of the Preparatory Commission upon the entry into force of the Aircraft Protocol.

#### **D. Promotion and industry support**

25. UNIDROIT is committed to promote ratification and accession to the MAC Protocol through its role as Depositary to the Convention and MAC Protocol. The MAC Working Group, which comprises manufacturers, financiers, law firms and representative associations working in the mining, agricultural and construction sectors also plays an important part in promoting the MAC Protocol and ensuring its support from relevant stakeholders.

26. The Registrar will be in a unique position to assist in the promotion of the MAC Protocol and the Registry. The cost provisions (see Part 3) provide for expenditure of €35,000 per year towards promotion activities (for example, attendance of seminars and meetings).



## PART 2 – TECHNICAL REQUIREMENTS

### A. General technical requirements

#### 1. General overview

27. Requests to participate must address the tenderer's capacity to establish and operate the International Registry in light of the technical requirements set out in this section, and the statement of requirements outlined in Annex 3. The information provided in the request to participate must be sufficiently detailed to enable a thorough evaluation of that capacity.

28. In relation to the technical requirements, the request to participate must be specific, detailed and complete, and must clearly and fully demonstrate that the tenderer has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the character, scope and magnitude outlined in the RFP. The request to participate must include, *inter alia*, details of the providers of software, software services, and other support services.

29. It is anticipated that the International Registry needs to have the technical capacity for a large amount of transactions each year. As a purely indicative example, it is noted that the registry under the Aircraft Protocol, according to 2019 statistics, processes over 130,000 individual registration transactions over more than 40,000 distinct objects each year, and also provides for at least 100,000 searches against assets annually and the issuance of search certificates in relation thereto. The International Registry must also anticipate the creation of a large amount of user accounts annually. As a purely indicative example, the registry under the Aircraft Protocol, according to 2019 statistics, processes up to 10,000 user accounts annually. These amounts are only indicative and the actual volume of work for the International Registry under the MAC Protocol Registry may be significantly larger or smaller, and tenderers are encouraged to conduct their own research on anticipated volumes accordingly.

30. The International Registry must provide the capacity for multiple registrations and searches to occur simultaneously. Subject to the Regulations, the International Registry may need to provide for numerous individual assets to be identified in a single registration and for multiple changes to be effected through a single registration registered ("block registrations"), further details of which may be set out in the Regulations.

#### 2. An electronic, internet-based registry

31. The International Registry will be established as an electronic, internet-based registry. It will be accessible via a dedicated front-end interface, including a website, and all transactions, including registrations and searches, must be undertaken electronically through that front-end interface – it will not operate a physical "shop-front" and it will not be possible to physically visit the registry for the purpose of effecting registry transactions. Apart from the process for authorising registered users (see Part 2.a.3), all registry transactions and services will be automated and able to be provided without direct real-time human intervention on the part of the Registrar.<sup>4</sup>

32. The International Registry's front-end interface will comprise the single point of entry for accessing the International Registry. The domain for the website shall be owned by the Supervisory Authority and used by the International Registry under a licence for the period of the Registrar's contract. The website of the International Registry must have a responsive design capable of supporting various screen resolutions and devices. The website shall also be compatible with the most popular internet browsers such as Google Chrome, Microsoft Edge, Internet Explorer 11, Mozilla Firefox, Opera, or Safari in order to be accessible to the widest number of users.

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<sup>4</sup> The Registrar may have to effectuate registry transactions pursuant to a Court order.

33. The International Registry will be compatible with Application Programme Interfaces (APIs) in order to allow certain third parties to develop their own tools to facilitate access for users. The extent to which third parties will be allowed to access the International Registry in this manner will be agreed upon by the Registrar with the Supervisory Authority.

34. The International Registry will capture information in standardised electronic forms for all registration, search and certification procedures.

### **3. Process for the authorisation of registered users**

35. A person or entity will not have access to the International Registry in order to effect registrations (or participate in a registration transaction, such as by consenting to the registration) unless they have first been authorised by the Registrar as a registered user. The Registrar must provide a mechanism to verify users requesting to access the Registry, as well as users requesting to transact on behalf of others, based on processes specified by the Regulations. It will also be necessary to fulfil any other conditions for registration, such as the payment of applicable fees. The International Registry will be required to incorporate secure log-on and access features which present the best solution having regard to cost, security, and portability (that is, the possibility of a single registered user being able to log into the International Registry from various locations).

36. Further details of the authorisation of registered users can be found in the Regulations at Section 4.

37. The International Registry will be able to be accessed by:

- all registered users;
- an entry point through which there shall or may be transmitted to the International Registry information required for registration, which may at any time be established by a Contracting State in its territory; and
- all other persons, to the extent that the Regulations provide for access to the International Registry without the need to become a registered user (some information on the International Registry may be accessible and searchable by users who are not registered users).

### **4. Minimised risk of unauthorised registrations and/or incomplete registrations**

38. The process of registering an international interest will be fully automated and the Registrar will not be involved in reviewing the validity or accuracy of registration information prior to becoming searchable. However, the system will need to be designed so as to:

- minimise the risks of unauthorised registrations, as indicated in the Regulations; and
- preventing registrations which do not contain the information required to effect a registration, as indicated in the Regulations.

### **5. Registration process: minimal information to be required**

39. The International Registry registration process will need to be designed to enable a minimum of information to be entered in order for interests to be registered and searched for, as registrations will be indexed in the International Registry in relation to an identifier of MAC equipment, rather than the identity of the parties or other criteria.

40. The registration of an international interest on the International Registry will contain only minimal information, as outlined in the Regulations, including the electronic signature of the registering person, the name of each of the named parties, and information identifying the MAC

object (see Part 2.a.6).<sup>5</sup> Annex 4 includes an illustrative model of a registration form, showing the items that might be included in it.

## 6. Basis for registrations – unique identification criteria

41. Pursuant to Article 18(1)(a) of the Convention, which provides that the Protocol and Regulations must specify, *inter alia*, the criteria for the identification of an object, Article XVII of the MAC Protocol provides the criteria to identify the MAC assets for the purpose of registration. This denotes that:

*'A description of equipment that contains its manufacturer's serial number and such additional information as required to ensure uniqueness is necessary and sufficient to identify the object for the purposes of Article 18(1)(a) of the Convention. The Regulations shall specify the format of the manufacturer's serial number and provide what additional information is required to ensure uniqueness.'*

42. As provided by Section 5.1(b) of the Regulations, the following information identifying the MAC equipment must be provided and the Registry must provide fields to collect it:

- (a) the following information identifying the object:
  - (i) (A) the object's ISO-compliant number, if it has one;<sup>6</sup> or  
(B) if the object does not have an ISO-compliant number, the alphanumeric serial number that is assigned to the object by the manufacturer ; and
  - (ii) If the object does not have an ISO-compliant number as referred to in subparagraph (i)(A), all of the following:
    - a. the brand name for the equipment or, if unavailable, the name of the manufacturer;
    - b. the manufacturer's generic model designation; and
    - c. one other item of descriptive information about the equipment, if so required by the Procedures;

## 7. Registration of various interests

43. In addition to the unique identification criteria, the following information is required under Section 5.1 of the Regulations concerning registration of an international interest, prospective international interest, notice of national interest, registrable non-consensual interest or creditor's notice:

- The [electronic signature] of the registering person;
- The name of each of the named parties;
- The lapse date of the registration, if the registration is to lapse prior to the filing of a discharge;
- In the case of an international interest or a prospective international interest, the consent of the named parties, given under an authorisation;

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<sup>5</sup> In order to take account of the possibility of registration of pre-existing rights or interests pursuant to Article 60 of the Convention, the International Registry will need to provide for the possibility that the date of creation of the international interest to be as early as 1960.

<sup>6</sup> Further consideration needs to be given to the possibility of one object having multiple ISO compliant numbers.

- The electronic addresses of the persons to which the International Registry is required to send information notices pursuant to Section 6 of the Regulations;
- If the named parties include more than one creditor, the name of the creditor who is to hold the sole right to consent to the discharge of that registration.

## **8. Registration of an R-NCRI**

44. The following information is required under Section 5.2 of the Regulations concerning the registrations of a Registrable non-consensual right or interest (R-NCRI):

- (a) the information referred to in Sections 5.1(a), (b), (c), (d), (f) and (g), including, in the case of Section 5.1(f), the electronic address of the primary obligor with respect to the obligation that is secured by the R-NCRI;
- (b) the name of the Contracting State under whose laws the R-NCRI has been conferred;
- (c) the category of registrable non-consensual right or interest, as listed in the declaration of the Contracting State specified in Section 5.2(b), within which the R-NCRI being registered falls;
- (d) the certification of the party named in the registration as the holder of the R-NCRI to which the registration relates, that (i) the R-NCRI has been validly conferred under the laws of the Contracting State specified in Section 5.2(b), and (ii) all of the registration information being provided to effect the registration is accurate and complete;
- (e) documentary evidence pertaining to the R-NCRI, in electronic format;
- (f) the agreement of the party named in the registration as the holder of that R-NCRI that by effecting such registration it submits itself to the jurisdiction of the courts of the place in which the Registrar has its centre of administration in relation to legal action under Article 44 of the Convention with regard to the registration, and that it shall be liable to the Registrar for all costs incurred by the Registrar arising out of the legal action unless the validity of the registration is upheld; and
- (g) such evidence as is necessary to enable the Registrar to reasonably conclude, without undertaking specific legal analysis, that the registering person has the authority from the person named in the registration as the holder of that R-NCRI to make the certification and agreement required by Sections 5.2(d) and (f), respectively.

The registering person of a registrable non-consensual right or interest registration must either hold, or be the administrator that is entitled to issue, an R-NCRI authorisation.

## **9. Registration of a notice of sale**

45. In addition to the unique identification criteria, the following information is required under Section 5.3 of the Regulations concerning registration of a notice of a sale:

- (a) the information referred to in Sections 5.1(a), (b), (c) and (f); and
- (b) the consent of the named parties, given under an authorisation;

## **10. Registration of an assignment**

46. In addition to the unique identification criteria the following information is required under Section 5.4 of the Regulations concerning registration of an assignment:

- (a) the information referred to in Sections 5.1(a), (b), (c), (f) and (g);
- (b) the consent of the named parties, given under an authorisation; and
- (c) if the interest being assigned is a registered interest:
  - (i) the file number of the registration relating to that interest (in the case of the initial assignment); or
  - (ii) the file number of the registered assignment by which the assignor acquired its rights in that registered interest (in the case of all subsequent assignments); and
- (d) if the interest being assigned is not a registered interest:
  - (i) a description of the interest assigned and the original debtor thereunder, using the format prescribed by the Procedures (in the case of the initial assignment of an unregistered interest); or
  - (ii) the file number of the registered assignment by which the assignor acquired its rights in that registered interest (in the case of all subsequent assignments).

#### **11. Registration of a block assignment**

47. As provided by Section 5.5 of the Regulations, the International Registry may provide a facility permitting the registration of all assignments included in a “block assignment registration request”. A “block assignment registration request” shall include:

- (a) an electronic certification by the assignor that all of the underlying interests evidenced by registrations on the International Registry identified in the block assignment registration request have been assigned to the assignee; and
- (b) a consent thereto given by the assignee,  
each given under an authorisation.

#### **12. Additional functions – Contracting State information**

48. The International Registry will also contain information about Contracting States to the Cape Town Convention and the MAC Protocol including, in particular, information about the instruments of ratification/accession of Contracting States and the declarations made by Contracting States, with this information to be added, and searchable, according to each particular Contracting State.

#### **13. Round the clock, accurate recording of time of registration activities**

49. The International Registry will be central to one of the most important aspects of the Convention: establishing the order of priority for international interests in MAC objects. Pursuant to Article 29(1) of the Convention, an international interest that is validly registered on the International Registry has priority over any other interest subsequently registered, and over an unregistered interest (an interest that is not registered on the International Registry is an unregistered interest, irrespective of whether it is registered under a national registration regime). This “first-in-time” priority rule refers to the time when an interest first becomes searchable in the International Registry. Moreover, the International Registry will have users located in all parts of the world. Therefore, it is critical to the proper functioning of the system envisaged by the Convention and MAC Protocol that the International Registry is able to provide registration and search services around-the-clock.

50. In accordance with Article 18(4) of the Convention, the Registrar must ensure that registrations are entered into the International Registry database and made searchable in

chronological order of receipt. Precise timing information must be recorded and must be contained in all registrations and searches.

51. The timing at which information is entered into the International Registry, and made available to those who conduct searches, is critical to the Convention's system of priorities. The International Registry will be required to electronically issue search certificates which show the MAC asset (identified by its unique identification criteria) and the full history (including time and date) of all registrations, and amendments and discharges of registrations, with respect to that MAC asset.

#### **14. Notice-based system**

52. The International Registry will be a "notice-based" system – that is, it will provide notice that an interest has been registered in relation to a specific MAC asset. The documents on which the interest is based will not be required to be submitted as part of the registration process, and will not be available from the International Registry to those conducting searches.

53. The Registrar will not confirm the accuracy of information provided by registered users, and will not confirm the existence or validity of documents underlying a registration.

#### **15. Integrity of registration process**

54. The process of registering an international interest will be automated and the Registrar will not be involved in reviewing the validity or accuracy of information prior to it being posted on the International Registry.

#### **16. Entry points designated by Contracting States**

55. According to Article XVI of the MAC Protocol, a Contracting State may at any time designate an entity or entities in its territory as the entry point or entry points through which there shall or may be transmitted to the International Registry information required for registration. Section 13 of the Regulations, therefore, provides that a Contracting State may designate an entry point or entry points ("entry point") under Article XVI of the Protocol.

56. If there is a direct transmission of information between the Registry and an entry point, the entry point shall transmit information only when the conditions established by it have been satisfied. Such conditions are to be consistent with the Convention, the Protocol, and the Regulations, and the named parties in that registration are approved transacting user entities. Subject to the receipt by the International Registry of the consent from each party whose consent is required under the Convention, the Protocol and the Regulations, including, if so required, the named parties in the subject registration, a registration transmitted by an entry point shall be effected when received by the International Registry.

57. A Contracting State designating an entry point shall notify the Depositary and the Supervisory Authority thereof. The Supervisory Authority shall keep the Registrar informed of such designations, and the Registrar shall maintain a current list thereof that is electronically accessible to users.

#### **17. Languages**

58. The International Registry will be required to operate as from its entry into operation in English. Additionally, the International Registry will be required to provide services in other languages:

- (a) The International Registry will be required to provide helpdesk related services, as well as its front-end interface in Arabic, Chinese, English, French, Russian and Spanish from its entry into operation. The fields requesting information from users should also be available in the aforementioned languages.
- (b) In addition, the contract between the Registrar and the Supervisory Authority will include a timeline for consideration of the inclusion of an additional language for its services. Other languages may be given consideration depending upon the nature of the users of the International Registry. Accordingly, requests to participate must describe how the International Registry would be adapted to operate in such additional language(s) and must include information on the estimated cost that would arise from operating the International Registry in such additional languages.
- (c) The International Registry will accept registration information in any language which the user may wish to provide, including the use of diacritical marks.

## **18. FAQ, technical support and helpdesk**

59. The International Registry will be required to provide information about how to use the International Registry, as well as:

- on-line help functions to give users of the Registry assistance in relation to completing Registry transactions;
- real-time assistance (for example, via pop-up windows) to explain the capability of the system, including search and indexing capabilities; and
- training for all users through web-based tutorial training developed by the systems developer, which will guide the user through the process of entering and viewing registrations. This may include:
  - Functional documentation to serve as a User Guide, demonstrating the complete usage of the International Registry;
  - Screen Capture Videos demonstrating the steps required to complete more common tasks on the International Registry. These videos will be used for training as well as help material moving forward; and,
  - Trainer material, in form of presentation slides.

60. The International Registry will be required to provide live helpdesk assistance (email and telephone) to users of the International Registry for at least 40 hours per week. Such live assistance would need to be provided during working hours of the timezone where the Registrar is located. During hours in which live helpdesk assistance is not available, the International Registry may consider using tools such as chatbots using artificial intelligence to provide technical support. Should a demonstrated need for live helpdesk services arise during any other hours, the Supervisory Authority may request the International Registry to make the live helpdesk available during those hours.

## **19. Scalability**

61. The International Registry must be designed so as to be scalable: that is, so that it is able to be modified (for example, to take account of changes to the Regulations, or to take account of increases in capacity) without the necessity of significant redesign of the software and hardware systems.

## **20. Software applied**

62. The software to be used in the operation of the International Registry may be custom designed and built by the Registrar, or may be based on commercially-available software programs

with custom modifications. Tenderers are free to decide which approach to take in relation to the acquisition of software, having regard to the functionality requirements, costs and security.

## **21. Software upgrades and enhancements**

63. The software used in the operation of the International Registry shall be regularly upgraded, in accordance with industry best practice, in relation to bugs and security fixes. Other software upgrades and enhancements to the services offered by the International Registry would require the prior approval of the Supervisory Authority. The cost of such other software upgrades and enhancements would be funded on the same basis as other costs of the International Registry: that is, the costs would be taken into account in setting the fees for the International Registry so as to enable the costs of establishing and operating the International Registry to be recovered from International Registry revenues over the course of the contract.

64. The contract will provide that, prior to the Supervisory Authority requiring the Registrar to undertake software upgrades or enhancements within the final 2 years of the term of the contract, the Supervisory Authority would be required to take into consideration in which way the costs of those upgrades or enhancements could be covered prior to the termination of the term of the contract.

## **22. System availability**

65. The International Registry will be required to be available 99% per year. One reason for this is to ensure the availability of the International Registry for users in all locations and time zones. The 1% of non-availability contemplates maintenance, power outages, hardware problems, etc. Maintenance of the International Registry which would involve the International Registry services being unavailable to users must not be performed during peak periods as determined by statistical data on the usage of the International Registry.

## **23. System integrity**

66. The International Registry information technology system must ensure that data is not able to be added, deleted or manipulated other than in the course of authorised registration transactions.

67. The successful tenderer will be required to produce, prior to the signature of the contract with the Supervisory Authority, a technical validation certificate from an entity independent of the Registrar (as approved by the Supervisory Authority) that confirms the validity and operability of the IT structure. The Registrar will also be required to provide to the Supervisory Authority a technical validation certificate, from an entity independent of the Registrar (as approved by the Supervisory Authority) that confirms the validity and operability of the IT structure of the International Registry after the first full year of operation of the International Registry, and thereafter as required by the Supervisory Authority.

## **24. Contingency and data recovery plans**

68. The Registrar must provide for contingency and data recovery plans that provide for the integrity of the records and operating systems of the International Registry, and for the full restoration of the records and operating systems in the event that they are compromised. These plans must include the following features:

- a tracking capability for information entered by users of the International Registry;
- a tracking capability to capture full historical record of information and to allow point-in-time reporting of all data manipulation activities performed by each user, including date and time stamps, user identification, Internet Protocol (IP) addresses and dynamic Internet addresses on every record;



- the capability for the Registrar to amend Registry records, in accordance with the Regulations, for example in order to comply with a court order pursuant to Article 44(3) of the Convention; and
- the electronic records of the Registry must be securely stored and must be regularly archived at least at two physically separate locations ensuring that the same event cannot result in the loss of more than one archive (see part 3.c).

## **25. Capacity for permanent storage of records**

69. The records of the International Registry must be capable of being stored on the database indefinitely, and the Registry must have storage capacity to store a large amount of transactions each year.<sup>7</sup>

## **26. Domain names, logos etc. – Ownership by the Supervisory Authority**

70. The Supervisory Authority shall own the intellectual property in the domain names, logos, etc. of the International Registry, and the contract between the Supervisory Authority and the Registrar will provide for the Registrar to be granted a licence to use such intellectual property for the purposes of the International Registry for the duration of the contract.

## **27. Location of the Registry**

71. It is preferable, though not required, that the International Registry's computer back-up and storage systems be located in the territory of a Contracting State to the Convention. Such computer back-up and storage systems should be independent from the primary computer servers and hardware.

## **B. Technical functions and specifications**

### **1. Review and finalisation of data entered by registered users**

72. The International Registry must provide an opportunity for registered users who are inputting data to view a summary of the information and review it for accuracy prior to that information being recorded by the International Registry and saved to the data base.<sup>8</sup> However, the International Registry must ensure that data that has been entered by a registered user cannot subsequently be altered once that data has become searchable.

### **2. Search certificates displayed online and searchable**

73. The International Registry must provide a capacity for search certificates, showing the results of a search of the International Registry, to be displayed online.

### **3. Secure Payment system**

74. The International Registry must provide a secure online payment system. Tenderers must indicate the currency they intend to use for collecting payments. Tenderers are also invited to submit proposals for a payment system that would minimise payment transaction costs (such as currency

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<sup>7</sup> See Paragraph 29 for indications of volume of transactions

<sup>8</sup> In this regard, consideration may be given to the 'Closing Room'® functionality offered by the International Registry for the Aircraft Protocol.

conversion fees) for users of the International Registry, as well as the various types of payment systems they would be willing to provide.

#### **4. VAT**

75. All transactions on the International Registry will be subject to the value-added tax (VAT), or its equivalent, regime applicable at the location of the Registrar.

#### **5. Electronic signature**

76. Registered users will be able to enter information via a verified electronic identity verification mechanism. The International Registry must be configured to enable the electronic signatures of multiple parties (for example, debtor, creditor, co-debtor and guarantor) to be provided in respect of a single transaction.

#### **6. Printability of information**

77. The International Registry must provide an ability for relevant documents (e.g. search certificates) to be printed by users.

#### **7. System design document**

78. Within 90 days of the finalisation of the contract between the Registrar and the Supervisory Authority, the Registrar will be required to provide the Preparatory Commission with a detailed System Design Documentation (SDD) on the equipment hardware/software operation, such SDD is to be approved by a professional engineer. The SDD shall include, at least, the following information:

- system architecture and layout;
- details relating to:
  - equipment inventory (count, function, brand, model), switches, routers, firewalls load balancers;
  - network diagrams;
  - servers (database, applications, web, mail, print, file, certificates, backup);
  - hardware configuration (CPU, memory disk capacity etc.);
  - software configuration (operating system, backup, applications);
  - electrical diagram, including the performance of UPS and Generating Set;

In the case where a Registrar intends to use cloud-based services, comparable information, to the extent possible, should be provided regarding the specifications of the plan/arrangement the Registrar intends to secure;

- security (anti-virus, anti-spam, patching policy, intrusion detection, DMZ); and
- system backup (rotation schedule, retention policy, off-site storage, automatic switchover).

Additionally, the SDD shall also take into the account the Statement of Requirements found in Annex 3 of this RFP.

### **C. System requirements**

79. The following are the **minimum system requirements** for the International Registry, with additional guidance available in the Statement of Requirements in Annex 3 of this RFP:

#### **1. Environment - Telecommunications**

80. The International Registry system shall provide:

- accessibility using a current standard telecommunications protocol, e.g., Transmission Control Protocol/Internet Protocol (TCP/IP), and the World Wide Web. The protocol defines a common set of rules and signals that enables computers on the network to communicate;
- version-level compatibility between the server operating system (OS), the servers database, and the software;
- fault-tolerance, i.e., the ability of a system to respond to an unexpected hardware or software failure; and
- a web-based system, with multi-tiered architecture, having the flexibility to optimise performance and reduce resource bottlenecks. For example, these components may include:
  - the presentation processing logic layer (the application code that interacts with a device, e.g., end user's terminal);
  - the business processing logic layer (the application code that uses the input data to perform business tasks);
  - the data manipulation logic layer (the application code that manipulates data within the application); and
  - the database management system processing layer (the actual processing of the database data that is performed by the Database Management System (DBMS)).

## **2. Environment - Workstation**

81. The system shall be designed to provide access to users with various screen resolutions and devices (e.g., smart phones, tablets) and have a responsive design. It shall also be compatible with the most popular internet browsers such as Google Chrome, Microsoft Edge, Internet Explorer 11, Mozilla Firefox, Opera, or Safari. Optionally, the Registrar shall also develop a mobile application interface to access the information on the International Registry. The Internet browser must be capable of employing data encryption, with the ability to access an Internet or Intranet web site.

82. The system shall be compatible with a workstation or resources found in a typical office automation setting and an upward compatible processor to allow software to run not only on the computer for which it was designed, but also on newer, larger, and more powerful models without converting the data. It would be desirable for the system to run without requiring downloading of applications, add-ins or plug-ins. It would also be required for the system to be mobile-friendly, available to users of smart phones and tablets.

83. The encryption and user verification systems must permit the registered users to access the International Registry using a hardware-specific digital certificate issued by the International Registry which creates a secure channel to the International Registry.

## **3. Database**

84. The International Registry system shall provide:

- standard data access methods to ensure adequate system and data availability for system users;
- data integrity and processing consistency by defining system level validation rules and business logic at the server database;
- capabilities to perform hot backups to ensure high system availability while supporting up-to-the-minute database recovery;

- enhanced configuration management support through a centralised implementation of business logic;
- flexible access by users needing data access through other commercial-off-the-shelf software packages, e.g., downloads to manipulate data on a spreadsheet; and
- automated tools to assist in analysing the data in respect to system performance.

#### **4. Security**

85. The system's security shall provide:

- firewalls to prevent unauthorised access to or from private networks. For greater security, data will be encrypted;
- the ability to restrict access to the International Registry, or to particular features of the International Registry, to registered users;
- a feature to logoff registered users because of inactivity;
- limitations of access to appropriate system components, i.e., administrative database functions, data entry, views, or reporting of users based on roles, privileges, and access availability;
- limitation of access for users to the Operating System. Access will be only available through the presentation layer;
- software encryption processing that occurs between the client application layer and the software server. All transactions for registration will utilise data encryption while in transmission;
- an on-line method to create and assign user identifications and passwords;
- to facilitate users and encourage the use of strong passwords, any password based mechanism on the system shall have integration with password management tools.
- the system shall include automated tools to record pertinent data in respect of the security and to provide assistance in analysing this data; and
- physical access security shall be required to the central service site.

#### **5. Maintenance**

86. The International Registry and its systems must be regularly maintained, with maintenance to include, but not be limited to, hardware, software and telecommunication systems. All maintenance problems must be resolved as soon as possible and so as to ensure system availability in accordance with system availability requirements (see Part 2.a.21). If a maintenance problem cannot be resolved immediately, users must be notified that the problem is being addressed and the approximate time it will take to resolve it.

#### **6. Connect Times**

87. Connect times should allow for time outs that take account of the fact that the internet connections may function at different speeds in different regions. The System shall provide for Intranet connect times for an entire action regardless of the number of users according to industry best practice.

#### **7. Application Infrastructure - Data**

88. The data elements to be accommodated and maintained in the database shall include:

- the information entered by registered users in relation to each transaction on the International Registry;

- the fee collected for each transaction (the amount of the fee and a brief description of the fee);
- date/time stamps, user identifications and details of encrypted access keys; and
- other information as may be reasonably required pursuant to the Regulations.

89. The system shall provide:

- the flexibility to add new data fields to support changes in the System processes and regulatory requirements without excessive modifications;
- unlimited capacity for new data elements in the database; and
- configuration management for software releases.

90. With regard to data, suitable security controls must include:

- a. Controls to ensure input validation, data processing and output integrity and confidentiality;
- b. Controls to provide data security at rest and in transit;
- c. Controls relating to the security of individual transactions and messaging among all stakeholders and solution components;
- d. Controls to ensure secure identification, authentication and user profile management; and
- e. Controls to ensure user privacy -including but not limited to- cookies management, users log file and behaviour.

91. The system shall also be in compliance with relevant data protection laws and regulations, keeping in mind that it will be accessed by users from different parts of the world, for whom personal data may be subject to different standards of data protection and privacy. During the evaluation of the proposals, consideration may be given to the compatibility of the proposed system to widely applicable standards of data protection and privacy.

## **8. Application infrastructure - Edits**

92. The database shall have editing capability to display guidance when incorrect data is entered using list boxes, text boxes, check boxes or other GUI standards, to ensure compliance with Regulations.

93. The system shall ensure no transaction on the International Registry (such as the registration of an International Interest) may be finalised until the fee prescribed by the Regulations has been paid to the International Registry.

94. The system shall validate new data to ensure accuracy and consistency with existing data. For example, inconsistency of new data may prevent its entry into the system, such as inconsistency of assignment information with original interest.

## **9. Application infrastructure - Applications**

95. The system shall reliably support On-Line Transaction Processing (OLTP), transaction-based access where the computer responds immediately to user requests, including rollbacks and commits

(i.e., rollback is the process of restoring protected resources to the state at the last commit point and commit is the process that causes the changes to the protected resources to become permanent). Data entry locking shall occur at the row level and provide other users and processes read access to “in-transaction” data.<sup>9</sup>

#### **10. Application infrastructure - Interfaces**

96. The system shall provide the capability for reasonable state-of-the-art interfacing to heterogeneous (unlike) systems and databases including national and regional registries.

97. It should be ensured that the system can be used by all users, regardless of their abilities or disabilities.

#### **11. Application infrastructure - Reporting**

98. The system shall be capable of generating statistical and ad hoc reports, e.g., statistical reports on peak periods or selected transactions processed in a particular period.

#### **12. Application infrastructure - Support**

99. As part of the user’s logon process, a configuration management function shall be included that allows for automatic distribution of software enhancements from servers to the client, preferably through a browser rather than through distribution of software to end users.

#### **13. Technology enhancements**

100. Technology enhancements will be implemented in accordance with best industry practice in order for the system to remain current with advancing technology.

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<sup>9</sup> Tenderers may propose functional alternatives which rely on newer technologies for the mechanism through which the system processes transactions.

## PART 3 – COST SPECIFICATIONS

### A. General

101. The primary objective of the International Registry is to provide an efficient, reliable and secure electronic registration system as contemplated by the Convention and the MAC Protocol. Tenderers submitting requests to participate must set out in detail their proposed methods to achieve this objective, which shall describe all steps from the requirements analysis System Design Document through to the delivery, implementation and on-going operation of the system. Without limiting the foregoing, requests to participate must address comprehensive risk assessment and management as well as the financing of the system, as well as take into account the Statement of Requirements outlined in Annex 3 of this RFP.

102. Each request to participate must include a comprehensive schedule of estimated costs, in Euros, for the fulfilment of the obligations of the Registrar, including the establishment and ongoing operation of the International Registry.<sup>10</sup> Such estimates should be made in relation to prices as of 21 March 2022.

103. The assumptions underlying the estimated costs should be clearly elaborated. When estimating costs related to transactions and searches to be processed by the International Registry, the Registrar may use the indicative volumes from the Aircraft Protocol registry noted in Paragraph 29 of this RFP. Tenderers are also invited to indicate how these estimated costs would be different should the transaction and search volume of the MAC Registry be significantly higher or lower.

104. Each offer submitted with the request to participate must specify the estimated costs for each of the following items associated with the development and establishment of the International Registry, and must in addition specify the costs of any other items not listed below which may be incurred as start-up costs:

(a) Function-related:

- hardware design,
- hardware assembly,
- cloud services,
- software design,
- software creation,
- communication system design,
- communication system creation,
- security system design, and
- real time backup system.

(b) Site and facility related:

- site fit out, and
- furniture and equipment.

(c) Miscellaneous:

- permits,
- insurance, including the cost of insurance referred to in Article 28(4) of the Convention,
- legal expenses, and

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<sup>10</sup> Should a tenderer prefer to submit its cost proposal in another currency, a conversion to Euros, on the date which the proposal is submitted, should be included.

- other.

105. Each offer submitted with the request to participate must further contain a breakdown of the estimated yearly operating costs for each of the following items and must in addition specify the costs of any other items not listed below which may be annually incurred as for the operations of the International Registry:

- personnel (wages and benefits for Registry operations),
- hardware replacement, update and maintenance,
- software replacement, update and maintenance,
- insurance,
- non-recoverable taxes and duties on operations (excluding taxes payable on net income or gains),
- permit renewals,
- legal, audit and other professional expenses,
- costs related to operating the Registry in an additional language (see paragraph 58),
- promotion and marketing (€35,000 per year), and
- other.

106. Tenderers are reminded that submission of a total cost-estimate is required for evaluation and comparison of the financial offer. The total cost-estimate shall be calculated on the basis of the one-time set-up costs and the operations costs for one year (flat, including the annual average for any software and hardware updates which may be required over the initial contract term) using Form 9 of this RFP.

## **B. Why costs estimates are required**

107. The estimates of costs are required to be provided, because the costs of establishing and operating the International Registry will be reflected in the fees that are established for using the International Registry. Article 17(2)(h) of the Convention provides that the Supervisory Authority shall set and periodically review the structure of fees to be charged for the services and facilities of the International Registry. Article XVIII (2) of the MAC Protocol provides that these fees shall be determined so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers, and discharge of the duties contemplated by Article 17(2) of the Convention. Keeping in mind the cost of MAC equipment which will be the subject of registrations, it is expected for the Registrar to ensure that the costs related to filing registrations in the Registry are kept as low as possible.

## **C. Ancillary services**

108. As noted in paragraph 16, alongside managing the International Registry, the Registrar will have the potential to offer additional income-generating services ("ancillary services") which do not impact the integrity and/or reliability of the International Registry. While any such additional services could only be provided with the prior consent of the Supervisory Authority, it is expected that the Supervisory Authority would favourably consider, and work with the Registrar to facilitate, the provision of any such services that are compatible with the International Registry's functions, as long as such ancillary activities may not intrude with or compromise the primary activities of the registrar

109. The Registrar may, at no point in time, offer legal, arbitration, or other dispute settlement mechanism related services, or any legal advisory services.



110. Examples of possible ancillary services include:

- consultancy services which do not impact the the integrity and/or reliability of the International Registry,
- company partnership services,
- employment opportunities' page,
- industry briefings (subscription),

111. For the purpose of applying the revenues from ancillary services, such services would be divided into 2 categories. The first category would encompass services, the provision of which is totally dependent on the Registrar's main activity of managing the International Registry. An example would be advertising on the International Registry frontend interface(s). For such services, at least 40% of the gross revenues, unless agreed otherwise with the Supervisory Authority, will be required to be allocated towards the payment of the establishment costs of the International Registry. The second category would encompass services that would be able to be offered independently of its main activities. For those services, through agreement with the Supervisory Authority, the Registrar would be entitled to realise some, none or all of the revenues as profit, unless agreed otherwise with the Supervisory Authority, subject to accounting for the pro rata costs of using the resources (such as computers, personnel) on the provision of those ancillary services.

#### **D. The relationship between costs and fees**

112. The MAC Protocol provides that it is the responsibility of the Supervisory Authority to set the fees to be charged in connection with the International Registry, and this will be reflected in the contract between the Registrar and the Supervisory Authority. In relation to the registration and search services provided under the MAC Protocol, the Supervisory Authority, in close consultation with the Registrar, will establish (and periodically review, as appropriate) the fees having regard to all relevant factors including assumptions as to Registry operating costs and transaction volumes. The fees will be established so as to recover the reasonable costs of establishing, operating and regulating the International Registry and the reasonable costs of the Supervisory Authority associated with the performance of the functions, exercise of the powers and discharge of the duties contemplated by Article 17(2) of the Convention. The Supervisory Authority will work closely with the Registrar in establishing a Registry implementation schedule linked to the progress being made on securing state ratifications; this approach should serve to keep down the Registrar's expenditures during the early stages of implementation. Also, the Supervisory Authority will partner with the Registrar to promote the MAC Protocol to potential Contracting States with a view to maximising the pool of potential revenue-generating Registry transactions.

## **PART 4 – INFORMATION ABOUT KEY CONTRACT PROVISIONS**

### **A. Introduction**

113. The contract between the Registrar and the Supervisory Authority will set out the rights, duties, obligations and entitlements of the Registrar in relation to the operation of the International Registry. The following sections provide information in relation to some of the key contract provisions which may be subject to negotiations as far as not mandatory in accordance with the Convention, the MAC Protocol, the Regulations or the applicable law.

### **B. Requirement to operate International Registry in conformity with the Regulations [mandatory]**

114. Article 17(2)(d) of the Convention provides for the Supervisory Authority to make regulations dealing with the operation of the International Registry. The Regulations will establish the framework for the establishment and operation of the International Registry, and the contract between the Registrar and the Supervisory Authority will provide that the Registrar must operate the International Registry in conformity with the Regulations. The Regulations will be developed on an ongoing basis in the lead-up to the entry into force of the MAC Protocol and may be subsequently amended. The Supervisory Authority will consult closely with the Registrar in the development, and revision, of the Regulations.

### **C. Contract to define portability of custom software [mandatory]**

115. The contract between the Registrar and the Supervisory Authority shall require that all rights to software acquired or developed by the Registrar, including its sub-contractors, for (but not necessarily exclusively) the operation of the International Registry shall be transferred to the Supervisory Authority without restriction or limitation, at the earliest possible point in time, with the Registrar, including its sub-contractors where strictly required, maintaining the right of use of the software for the operation of the Register for the term of the contract. If the contract is terminated before the expiration of its initial term for any reason other than the default or insolvency of the Registrar, the Registrar shall be eligible to receive the yet unamortised costs incurred for the acquisition or development of the software. Such unamortised costs would be calculated by reference to a formula that will be set out in the contract.

### **D. Proprietary rights in databases [mandatory]**

116. Pursuant to Article 17(4) of the Convention, the contract between the Registrar and the Supervisory Authority will provide that the Supervisory Authority will own all proprietary rights in the databases and archives of the International Registry.

### **E. Contract to define termination [mandatory]**

117. The contract between the Registrar and the Supervisory Authority will define events that entitle the parties to terminate the contract, which will include default by the Registrar in performing its obligations and the Registrar becoming, or being at imminent risk of becoming, insolvent or bankrupt or unable to pay its debts as they fall due. The contract will also provide that in the event of a default, the Supervisory Authority shall be entitled to immediate access to all property connected with the operation by the Registrar of the International Registry, including the computer hardware equipment, full access to all third party services, including, but not limited to, cloud hosting services, and the physical premises of the International Registry.

**F. Performance guarantees [non-mandatory]**

118. The contract between the Registrar and the Supervisory Authority will provide that the Supervisory Authority may require the legal and beneficial owners of the Registrar to provide guarantees of the performance by the Registrar of its obligations.

**G. Change in the legal or beneficial ownership or control of the Registrar [mandatory]**

119. The contract will also provide that any material change in the legal or beneficial ownership or control of the Registrar will require the prior approval of the Supervisory Authority.

**H. Test phase [non-mandatory]**

120. The contract between the Registrar and the Supervisory Authority will provide that a test phase of the International Registry will be conducted, and must commence no later than 9 months after, and conclude no later than 12 months after, the date of the approval by the Preparatory Commission of the final contract between the Supervisory Authority and the Registrar. Full implementation and commissioning of the System must be able to be completed no later than 15 months after the date of the approval by the Preparatory Commission of the final contract between the Supervisory Authority and the Registrar. The full implementation and commissioning of the International Registry refers to the preparedness for the International Registry to immediately begin full operations. However, the precise date of the entry into force of the MAC Protocol, and of the actual commencement of full operations of the International Registry, will be determined in accordance with Article XXV of the MAC Protocol, and that date may be after the date that the full implementation and commissioning of the International Registry is achieved.

**I. Costs of the International Registry [mandatory]**

121. It is expected that the Supervisory Authority will have regard to the costs and revenues of the International Registry when setting, and amending, the fees, with a view to the costs of the International Registry being amortised over the 5-year period of the initial contract. For this reason, the contract between the Registrar and the Supervisory Authority will require that audited details of costs and expenses of the Registrar and the International Registry be submitted to the Supervisory Authority at regular intervals. The contract may also require that expenditures by the Registrar above threshold limits only be incurred following approval by the Supervisory Authority.

**J. Liability and insurance [mandatory]**

122. The contract between the Registrar and the Supervisory Authority will deal with liability of the Registrar and insurance, in accordance with the provisions of the Convention and MAC Protocol. Article 17(5) of the Convention provides that the Registrar is required to ensure the efficient operation of the International Registry and to perform the functions assigned to it by the Convention, the MAC Protocol, and the Regulations. Pursuant to Article 28(1) of the Convention, the Registrar will be liable for compensatory damages for loss suffered by a person directly resulting from an error or omission of the Registrar and its officers and employees, or from a malfunction of the international registration system. Article 28(4) of the Convention requires that the Registrar procures insurance or financial guarantee covering the liability set out in Article 28 of the Convention, and Article XVIII(6) of the MAC Protocol provides that the insurance or financial guarantee referred to in Article 28(4) of the Convention shall cover the liability of the Registrar under the Convention to the extent provided by the Regulations. According to Section 14.4 of the draft Regulations the amount of insurance or

financial guarantee required under Article 28(4) of the Convention and Article XVIII(6) of the Protocol shall be determined and may be revised by the Supervisory Authority.

#### **K. System design documentation [non-mandatory]**

123. Within 90 days of the finalisation of the contract between the Registrar and the Supervisory Authority, the Registrar will be required to provide the Preparatory Commission with a detailed System Design Documentation (SDD) on the equipment hardware/software operation, including civil works dedicated to the supply of a registry system under the contract, such SDD to be approved by a professional engineer. The SDD shall include, at least, the following information:

- system architecture and layout;
- Details relating to:
  - equipment inventory (count, function, brand, model), switches, routers, firewalls load balancers;
  - network diagrams;
  - servers (database, applications, web, mail, print, file, certificates, backup);
  - hardware configuration (CPU, memory disk capacity etc);
  - software configuration (operating system, backup, applications);
  - electrical diagram, including the performance of UPS and Generating Set;

In the case where a Registrar intends to use cloud-based hosting, comparable information, to the extent possible, should be provided regarding the specifications of the plan/arrangement the Registrar intends to secure.,

- security (anti-virus, anti-spam, patching policy, intrusion detection, DMZ); and
- system backup (rotation schedule, retention policy, off-site storage, automatic switchover).

#### **L. Ownership of domain names and logos [mandatory]**

124. The contract between the Registrar and the Supervisory Authority will provide that the Supervisory Authority shall own the intellectual property in the domain names, logos etc of the International Registry, and shall grant the Registrar a licence to use such intellectual property for the purposes of the International Registry for the duration of the contract.

#### **M. Parties to the Contract [mandatory]**

125. The contract negotiations with the tenderer will be conducted by representatives of the Preparatory Commission Member States, under the authority of the Preparatory Commission and those Member States. The contract will be entered into between the successful tenderer and the Supervisory Authority, and on behalf of the Supervisory Authority will be signed under authorisation of the Preparatory Commission. The contract will provide that it will be endorsed by the Supervisory Authority upon the entry into force of the MAC Protocol.

#### **N. Law of the Contract [non-mandatory]**

126. The governing law for the contract will be decided by the Supervisory Authority.

## **PART 5 – PRACTICAL INFORMATION ABOUT THE SOLICITATION PROCESS**

127. This Document has been approved for distribution by the Preparatory Commission. It will be distributed to the following States:

- Contracting Parties to the Convention, the Aircraft Protocol, the Luxembourg Rail Protocol, the Space Protocol, and the MAC Protocol;
- States that participated in the Diplomatic Conference to adopt the Convention and the Aircraft Protocol held in Cape Town, South Africa (20 October – 16 November 2001);
- States that participated in the Diplomatic Conference to adopt the Luxembourg Rail Protocol (12-23 February 2007);
- States that participated in the Diplomatic Conference to adopt the Space Protocol (27 February-9 March 2012);
- States that participated in the Diplomatic Conference to adopt the MAC Protocol (11-22 November 2019);
- Member States and Observer States of the Preparatory Commission; and
- UNIDROIT Member States.

128. This RFP Document will also be available on the [UNIDROIT website](#). Subject to sufficient funding it may also be advertised in one or more suitable publications.

### **A. Requests to participate and offer - content and format**

129. Tenderers must submit a request to participate and an offer which is clear, comprehensive and self-contained. The content and format of responses is prescribed in this section of the RFP.

130. The Preparatory Commission reserves the right to assess each offer solely on the basis of its content and without requesting any additional information or clarification. However, the Preparatory Commission also reserves the right, at its discretion, to request additional information or clarification from tenderers regarding the contents of their offer.

131. Where the tenderer is presented with a requirement or asked to use a specific approach, the tenderer must not only state its acceptance, but also describe, where appropriate, how it intends to comply.

132. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive. The deferral of a response to a question or issue to the contract negotiation stage is not acceptable.

133. The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the tenderers, regardless of the conduct or outcome of the solicitation process.

134. Proposals submitted must contain all the formal requirements in terms of documentation listed in the RFP. Proposals which only contain part of the required documentation will be rejected. This does not pertain to the technical requirements, which will be assessed on their merits.

135. A proposal may be withdrawn after submission provided that written notice of withdrawal is received by the Preparatory Commission prior to final selection of the bidder.

136. All proposals shall remain valid and open for acceptance for a period of 270 calendar days after the date specified for receipt of proposals.

137. The Preparatory Commission reserves the right to verify any information contained in the tenderer's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation.

## **B. Supplementary information**

138. This RFP Document is intended to provide all information necessary to enable entities to prepare and submit requests to participate. Any entity requiring clarification or additional information should send an email request to: [macrfp@unidroit.org](mailto:macrfp@unidroit.org) no later than two months from the date of publication of this RFP. The Preparatory Commission shall consider such requests and if clarification or additional information is provided, this shall also be posted on the UNIDROIT website without information that would identify the entity that made the request. All clarifications will be posted on the UNIDROIT website three months from the date of publication of this RFP.

139. The Preparatory Commission, may, whether at its own initiative, or in response to a clarification requested by a tenderer, modify the RFP by addendum. Tenderers are required to acknowledge receipt of all amendments to the RFP. The Preparatory Commission may, at its discretion, extend the deadline for submission of proposals or cancel the tendering process completely.

## **C. Practical information in relation to submission of request to participate and offer**

140. The request to participate and offer must consist of the following elements **A and B**, clearly distinguishable in the offer submitted:

**A.** The **Cover Letter**, dated and signed by the tenderer or by any other duly appointed representative, declaring acceptance of the conditions in this RFP and its unconditional request to participate in the tender process in compliance with the rules set out in this RFP and in particular unreservedly accepting any decision of the Preparatory Commission in relation to the selection of the preferred tenderer. If the request is submitted by a consortium or group of service providers, it must be accompanied by a letter signed by each member undertaking to request the participation in the tender and specifying each member's own role and qualifications.

**B.** The following **Forms** comprising the offer:

1. **General Form:** Identification of the tenderer – Form 1
2. **General Form:** Tenderer Eligibility – Form 2
3. **Technical Proposal:** Qualitative responses against the technical requirements – Form 3
4. **Technical Proposal:** Responses against the functional and non-functional technical requirements – Form 4 (to be filled as an Excel spreadsheet)
5. **Contract Matrix:** Responses against the key contract terms and conditions – Form 5 (to be filled as an Excel spreadsheet)
6. **Reference Template:** References using the reference format – Form 6
7. **Resume Template:** Resumes of key personnel using the resume format – Form 7

8. **Financial Proposal:** Declaration – Form 8
9. **Financial Proposal:** Expected build and operation costs – Form 9 comprising of three sheets (two mandatory and one optional) (to be filled as an Excel spreadsheet)

141. The elements **A and B** shall be submitted by email in machine readable format (at least MS Office 2007 or later, or Adobe Reader Version 9.0 or later) to [macrfp@unidroit.org](mailto:macrfp@unidroit.org). All documents must be submitted in the English language. All the forms shall be attached as separate files, with the overall size of the email not exceeding 10MB.

142. In order to be taken into consideration, requests to participate and offers must be received by UNIDROIT no later than 11:59 CET on **21 July 2022**. The Preparatory Commission reserves the right to exclude from the tender process any proposal received after that date and time.

#### **D. Evaluation and selection process**

143. Each request to participate and offer received in due time will be evaluated by the Preparatory Commission in relation to how the request to participate and offer addresses the criteria and requirements set out in this RFP.

144. The Preparatory Commission will conduct an evaluation of the requests to participate and offers, drawing upon such expertise as shall be considered appropriate in the form of an Evaluation Committee. The Preparatory Commission will ensure that the selection of outside experts is balanced and from a broad geographical distribution. The Preparatory Commission shall take all reasonable steps to ensure that the evaluation of offers is fair and free from bias. In the course of that evaluation, the Preparatory Commission reserves the right to request further information or clarification from any or all of the tenderers in relation to their respective requests to participate and offers.

145. The evaluation process shall consist of 4 phases as outlined below:

##### **Phase I – Initial Screening through General Forms**

146. Only tenderers who provide sufficient evidence of their eligibility (see Form 2 in Appendix A) will pass the initial screening phase and will be further evaluated with regard to their technical and financial offer.

147. The eligibility criteria are designed to ensure that, to the degree possible in the initial phase of the RFP process, only those tenderers who can demonstrate a sufficient capability to actually fulfill the tasks set by the RFP will be considered. Only tenderers for whom this capability can be proven, by factors such as, but not limited to, showing economic and financial stability, demonstrable technical knowledge, and/or superior customer references, qualify for further consideration. Additionally, tenderers must also demonstrate that the Registry will be situated in a jurisdiction with a well-functioning court system which would provide adequate access to civil justice in relation to any legal disputes that could arise in relation to the Registry.

148. In the case of a bid by a conglomerate or a joint venture, sufficient proven capability in a particular area for one of the parties shall be sufficient to indicate the eligibility of the offer.

149. At this stage, the tenderers must also submit Form 5 of Appendix A indicating their compliance to the key contract provisions outlined in Part IV of the RFP. The tenderers must agree to all the mandatory contract provisions in order to move forward in the process.

### Phase II - Technical Proposal Evaluation (60 points)

150. The Evaluation Committee, with support from technical experts as required, will evaluate the technical offer (see Forms 3-4 of Appendix A). This shall be evaluated measuring compliance against Part II of this RFP and Annex 3 along the following criteria and may award a total maximum technical score of 60 points. This score shall be determined with the following criteria:

Evaluation Criteria:

Capability and relevant experience operating registries	10 points
Registry operating team composition and qualification of personnel	10 points
Technical solution fitness for purpose	30 points
Solution build & implementation team composition and qualification of personnel	10 points
<b>TOTAL</b>	<b>60 points</b>

151. The maximum possible score for the technical solution fitness for purpose is 30 points. This will be determined by the Evaluation Committee which will deploy the same scoring methodology for all the bids received. Depending upon the number of proposals received, the Evaluation Committee shall either use a stratified scoring approach, giving relatively similar scores to all tenderers within the same general bandwidths of compliance to the technical requirements, or an unstratified scoring approach, whereby a highly specific ranking of tenderers is developed based on their levels of compliance with the technical requirements.

152. The determination of the score for the technical solution fitness for purpose shall be made by the Evaluation Committee's review of the tenderers' submissions under Forms 3 and 4. Form 4 requires the tenderers to self-assess their compliance against the functional technical requirements described in this RFP. The Evaluation Committee reserves the right to modify any of the self-assessments provided by the tenderers, should it not regard the level of compliance indicated as being warranted by the information provided by the tenderer. The Evaluation Committee may also seek clarifications from the tenderers for any such items.

### Phase III - Oral Presentation Evaluation (20 points)

153. Tenderers whose proposals meet the minimum cumulative score of 45 points in Phase II of the technical evaluation will be required to make an oral presentation.

154. As part of the oral evaluation processes, tenderers will be asked to:

- Describe their experience in building and operating registries or similar systems, including working with sub-contractors where relevant.
- Describe the top 3 possible challenges with building and implementing a fully operational MAC registry and possible solutions to handle such challenges.
- Describe the measures that will be taken to ensure reliability of the solution (trust in the data, information security, and system availability).
- Describe how they will ensure the long-term sustainability of the MAC registry.



**Evaluation Criteria:**

Confirmation of the proposed technical solution, adaptability and problem-solving skills.	10 points
Confirmation of approach to supporting sustainability, building institutional capacity and security of solution.	10 points
<b>TOTAL</b>	<b>20 points</b>

**Oral Presentation Rules**

155. The slide deck (if any) alongside any speaking notes must be submitted alongside the proposals. Should a slide deck not be submitted alongside the proposal, the tenderer will not be allowed to use slides as part of their oral presentation.

156. The selected tenderers as specified above must make an oral presentation to the Preparatory Commission's Evaluation Committee and participate in a question-and-answer session. The purpose of the oral presentation and question and answer session is to test the tenderer's understanding of the work that will be performed under the prospective contract, which will be a factor in the overall technical evaluation of the proposals. Each Tenderer will be allowed 90 minutes to conduct their oral presentation.

157. The Evaluation Committee will determine the date and time for each eligible tenderers' oral presentation and notify tenderers of the scheduled date and time, as well as the agenda for their presentation 14 calendar days in advance. At its sole discretion, the Evaluation Committee reserves the right to reschedule any tenderer's presentation. Tenderers must confirm their availability for the presentation within 4 calendar days of receipt of the invitation.

158. The presentation must be made by one or more of the personnel whom the tenderer will employ to manage or supervise contract performance. The proposed Project Manager must be present and must, at a minimum, answer questions directed to him/her during the question-and-answer session. Tenderers may not use other employees or consultants to make the oral presentation. The tenderer should be prepared to answer detailed technical questions from the Evaluation Committee.

159. During the presentation, interaction between the Evaluation Committee and the tenderer will be limited. A member of the Committee will chair the meeting and ensure compliance with the ground rules. The presentation does not constitute discussions with tenderers.

160. The Evaluation Committee may ask the tenderer questions other than those listed in Paragraph 154. All tenderers will be asked the same questions, with insignificant differences.

161. In order to advance to Phase IV (Financial Evaluation), a proposal must have achieved a combined score of 55 points, in which at least 10 should be obtained from the Oral Presentation.

**Phase IV - Financial Proposal Evaluation (20 points)**

162. Financial proposals (see Forms 8 and 9 of Appendix A) will be evaluated following completion of the technical evaluation. The tenderer with the lowest evaluated cost will be awarded 20 points. Financial proposals from other tenderers will receive pro-rated points based on the relationship of the tenderer's prices to that of the lowest evaluated cost.

163. The final cost-estimate will be determined on the basis of the following formula using values inserted in Form 9:

Total Cost = Total of Costing Table A + Total of Costing Table B + Total of Costing Table C + Total of Costing Table D

164. Formula for computing points:

Points = (Lowest evaluated costs / Tenderer's total cost) X 20

Example: Tenderer A's price is the lowest at €100. A receives **20** points

Tenderer B's price is €125. B receives (€100/€125) X 20 points = **16** points

### **Ranking to establish preferred tenderer**

165. The Evaluation Committee will rank the offers as follows:

Final score for tender = Technical score + Oral presentation score + Financial score

### **Contract**

166. The Proposed Contracts Matrix in Part 4 of the RFP contains Mandatory and Non-Mandatory terms and conditions for tenderer's review and acceptance. The Evaluation Committee will not entertain proposed changes to the Mandatory Articles which must be accepted As-Is.

167. All tenderers responding to this RFP shall acknowledge by submission of a completed Draft Contract Matrix using Form 5 of this RFP, that the Preparatory Commission's terms and conditions are acceptable. This will be examined in Phase I of the Evaluation Process. If any of the terms and conditions are not acceptable, excluding Mandatory terms, the tenderer must specify any reservation(s) that it has in respect of any of them and must provide alternative language to the particular clause. Please note however that such reservation(s) or deviation(s) will be taken into account at the sole discretion of the Preparatory Commission, in the evaluation of the Proposal.

168. With regard to the contract, failure to provide an answer to an item will be considered an acceptance of the item. The tenderer's proposal with any subsequent modifications and counter-proposals, if applicable, shall become an integral part of any resulting contract.

169. The Preparatory Commission will invite the preferred tenderer to negotiations for finalising the contract terms accordingly. Invitation to negotiate does not create any obligations on the Preparatory Commission, nor the Supervisory Authority to enter into a contract with the preferred tenderer. The Preparatory Commission reserves the right to also invite the next highest ranked tenderer or tenderers for simultaneous negotiations and reserves the right to go back to the entity with the next highest score for negotiations, should the negotiations with the initially preferred tenderer or tenderers fail within the planned time period.

170. If additional issues arise during the course of the negotiations, the Preparatory Commission reserves the right to adjust the technical and cost requirements set out in this RFP.

171. If the Preparatory Commission and the preferred tenderer do not for any reason conclude the negotiations for a contract providing for the appointment of the preferred tenderer as the Registrar, the Preparatory Commission shall, unless it decides that the circumstances otherwise require, enter into negotiations with the entity that submitted the offer with next highest final score. Should the circumstances be as such, the Preparatory Commission, or the Supervisory Authority, may decide not to enter into a contract with any of the tenderers of this RFP.

172. The contract shall be concluded with the responsible and responsive tenderer with the highest evaluated proposal following negotiation of an acceptable contract. The contract will be in effect only after acceptance by the selected tenderer of the terms and conditions and the most updated requirements relating to the Registry as available. The Contract will be concluded with the party whose financials were provided in response to this RFP. Upon completion of negotiations, the Preparatory Commission will promptly notify the unsuccessful tenderers.

173. The contract will be entered into between the successful tenderer and the Supervisory Authority, and on behalf of the Supervisory Authority will be signed by an authorised representative of the Preparatory Commission in its capacity as acting Supervisory Authority.

174. The award will result in a contract between the Supervisory Authority and the selected tenderer which entails the building and implementation of the International Registry for the MAC Protocol by the tenderer, and the appointment of the tenderer as Registrar to operate this Registry for an initial period of 5 Years from the date of entry into force of the MAC Protocol. The same contract shall entail a timeframe for the build and implementation phase, including but not limited to, the development or testing of the software, the user application process, and timelines, as well as other relevant details. For specific guidance on the timeline, please refer to Part E of this Section.

175. Following the award of the contract and the circulation of letters of regret to unsuccessful tenderers, a debriefing process shall be made available as follows:

<b>STEP 1:</b>	Letters of Regret are issued within 7 business days of the issuance of an award.
<b>STEP 2:</b>	Unsuccessful tenderers must request formally a debriefing within 10 business days from the date of their Letter of Regret. The request should be made by email to <a href="mailto:macrfp@unidroit.org">macrfp@unidroit.org</a>
<b>STEP 3:</b>	The Preparatory Commission, with support from the Secretariat, will send a letter of invitation, within 10 business days from the date of receipt of the request for a debrief, and inform the unsuccessful tenderer of the administrative details for the debrief.

176. The Preparatory Commission reserves the right to publicly disclose contract award information specifically in relation to the tenderer, the name of the tenderer receiving the contract and its country, and/or a brief description of the contract goods or services. The tenderer's proposal and contractual documents will remain confidential and therefore not subject to disclosure.

## **E. Illustrative time frames**

177. The following sequence illustrates the RFP process (actual dates may vary according to the circumstances):

- (a) [DD MM] – RFP is issued;
- (b) [DD MM] (a + 2 months) – Final date for request for clarifications
- (c) [DD MM] (a + 3 months) – Optional deadline for submitting notice of intent to submit a bid
- (d) [DD MM] (a + 4 months) – final date for the request to participate and offer to be submitted;
- (e) [DD MM] (d + 3 months) – evaluation by Preparatory Commission and notification of all tenderers on their ranking, notification to the preferred tenderer – preferred tenderer should be prepared to commence contract negotiations within 4 weeks of the notification – although may be subject to change;
- (f) [DD MM] (estimated) (e + 6 months) – finalisation of contract negotiations between the Preparatory Commission and the preferred tenderer;

- (g) [DD MM] (estimated) (f + 1 month) – approval by the Preparatory Commission of the final contract between the Supervisory Authority and the preferred tenderer;
- (h) [DD MM] (g + 3 months) – submission to the Supervisory Authority by the Registrar of the System Design Document (SDD) as referred to in Paragraph 78;
- (i) No later than 6 months after (h) – commencement of test phase of the International Registry;
- (j) No later than 9 months after (h) – completion of test phase of the International Registry;
- (k) No later than 12 months after (h) – full implementation and commissioning of the International Registry. The full implementation and commissioning of the International Registry refers to the preparedness for the International Registry to immediately begin full operations. However, the precise date of the entry into force of the MAC Protocol, and of the actual commencement of full operations of the International Registry, will be determined in accordance with Article XXV of the MAC Protocol, and that date may be after the date that the full implementation and commissioning of the International Registry is achieved.

178. Ancillary services, as outlined in paragraph 108, will be able to be provided – subject to the prior approval of the Supervisory Authority – as soon as practicable and, in particular, will be able to be provided prior to the date of entry into force of the MAC Protocol.

## **F. Communication**

179. Effective with the publication of this RFP, all communications must be directed only to [macrfp@unidroit.org](mailto:macrfp@unidroit.org). Tenderers must not communicate with any past, current, or future, participant of the Preparatory Commission or staff member at UNIDROIT regarding this RFP.

**ANNEX 1****ADDITIONAL BACKGROUND INFORMATION RELEVANT  
TO THE INTERNATIONAL REGISTRY***Information about the Cape Town Convention and the MAC Protocol*

180. The Cape Town Convention on International Interests in Mobile Equipment<sup>11</sup> was adopted on 16 November 2001 at a Diplomatic Convention held in Cape Town. The Convention establishes a system to facilitate asset-backed financing of high-value mobile equipment and in particular it creates an international registration system for the registration of specific types of international interests over the equipment. The Convention entered into force on 1 March 2006. As at 15 February it had 83 Contracting States.<sup>12</sup>

181. The Convention is a “framework” convention, and its provisions are supplemented by Protocols relating to different categories of equipment. The Convention specifies that different international registries may be established for different categories of objects.

182. The Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment (the Aircraft Protocol) was also adopted on 16 November 2001, and also entered into force on 1 March 2006. It applies the provisions of the Convention to aircraft objects (airframes, aircraft engines and helicopters). An International Registry established for registrations of interests covered by the Aircraft Protocol commenced operations on 1 March 2006.<sup>13</sup> As 15 February 2022 it had 80 Contracting States.<sup>14</sup>

183. Subsequently, the Luxembourg Rail Protocol was adopted on 23 February 2007, and presently has 10 signatories (as of 15 February 2022), whereas the Space Protocol was adopted on 9 March 2012 and has 4 signatories (as of 15 February 2022).<sup>15</sup>

184. More recently, the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Mining, Agricultural and Construction Equipment was adopted at a Diplomatic Conference in Pretoria, South Africa on 22 November 2019. The Protocol extends the scope of the Cape Town Convention system to MAC sectors. The MAC Protocol will enter into force (as per Article XXV of the MAC Protocol) following the deposit of the fifth instrument of ratification, acceptance, approval or accession; and the deposit by the Supervisory Authority with the Depositary of a certificate confirming that the International Registry is fully operational. The Protocol has 5 signatory States as of 15 February 2022.<sup>16</sup>

*The International Registry*

185. The Convention and its protocols contemplate the establishment and operation of modern, electronic International Registries with the following features:

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<sup>11</sup> The text of the Cape Town Convention is available from the following page on the UNIDROIT website: <http://www.unidroit.org/english/conventions/mobile-equipment/main.htm>

<sup>12</sup> <https://www.unidroit.org/status-2001capetown>

<sup>13</sup> The website of the International Registry is: [www.internationalregistry.aero](http://www.internationalregistry.aero).

<sup>14</sup> <https://www.unidroit.org/status-2001capetown-aircraft>

<sup>15</sup> <https://www.unidroit.org/status-2007luxembourg-rail>, <https://www.unidroit.org/status-2012-space>

<sup>16</sup> It is noted that under Article XXV of the MAC Protocol, the treaty will enter into force on the first day of the month following the expiration of three months after the date of the deposit of the fifth instrument of ratification, acceptance, approval or accession; and (b) the date of the deposit by the Supervisory Authority with the Depositary of a certificate confirming that the International Registry is fully operational.

- electronic and internet-based;
- facility for creditors to register their registrable interests (defined by the Convention and described as “international interests”) in objects of mobile equipment (the advantages of registration of a security interest include that a registered security interest will have priority over subsequently-registered interests and interests that are not registered); and,
- capacity for the details of the registered international interests to be made available to whomever may conduct a search of the International Registry, with such searches to be able to be conducted at any time from any place via an internet connection to the International Registry.

*The Supervisory Authority and Registrar*

186. Article 17(2) of the Convention invests the Supervisory Authority with a number of specific duties, including:

- to establish or provide for the establishment of the International Registry;
- to appoint and dismiss the Registrar;
- to ensure that any rights required for the continued effective operation of the International Registry in the event of a change of Registrar will vest in or be assignable to the new Registrar;
- to supervise the Registrar and the operation of the International Registry;
- to set and periodically review the structure of fees to be charged for the services and facilities of the International Registry; and
- to do all things necessary to ensure that an efficient notice-based electronic registration system exists to implement the objectives of the Convention and protocol.

187. Article 17(5) of the Convention provides that the Registrar shall ensure the efficient operation of the International Registry and perform the functions assigned to it by the Convention, the protocol and the regulations.

**ANNEX 2****RELEVANT PROVISIONS OF THE CONVENTION AND MAC PROTOCOL***Introduction*

188. The following section outlines some of the provisions of the Convention and the MAC Protocol most relevant to the functions of the Registrar and the operation and role of the International Registry.

*Priority of registered interests*

189. Article 29(1) of the Convention establishes a basic priority rule regarding “international interests” in items of MAC Equipment<sup>17</sup> which are registered on the International Registry. This entails that such interests take priority over any other interest subsequently registered and over an unregistered interest. One exception to the priority rule is that Contracting States may declare that certain categories of non-consensual rights or interests will take priority over an interest registered on the International Registry – however, such declarations themselves are to be notified to, and must be searchable on, the International Registry.

190. For the purpose of the priority rules and determining whether another interest was registered “subsequently”, the time when the registration becomes “searchable” is the relevant time. The Convention provides in Article 19(2) that a valid registration is complete upon the entry of the required information into the International Registry’s database so as to be searchable. The Convention provides in Article 19(3) that a registration is searchable when the International Registry has assigned it a sequentially ordered file number, and the registration information may be accessed at the International Registry.

*Registry search certificates*

191. Article 22 of the Convention provides that any person may make or request a search of the International Registry by electronic means, and upon receipt of a request for a search the Registrar must issue a registry search certificate by electronic means, such certificate to state all of the registered information (or that there is no registered information) and the date and time of registration of the information. Article 24 of the Convention provides that a document which purports to be a certificate issued by the International Registry is prima facie proof that it has been so issued, and of the facts recited therein.

*Requirements for effecting registration*

192. Pursuant to Article 18(1) of the Convention, the MAC Protocol and the regulations made under the Protocol must specify the requirements (including the criteria for the identification of MAC assets) for effecting a registration, for making searches and issuing search certificates, and for ensuring confidentiality. Pursuant to Article 18(4) of the Convention, the Registrar must arrange for registrations to be entered into the International Registry database and made searchable in chronological order of receipt, and the file must record the date and time of receipt.

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<sup>17</sup> The terms “agricultural equipment”, “construction equipment”, and “mining equipment” are defined in Article I(2)(a),(b), and (o) of the MAC Protocol respectively. They directly point to the categories of equipment which fall within certain codes within the Harmonized System which can be found in the Annexes of the MAC Protocol.

*24/7 operations*

193. Article XVIII(5) of the MAC Protocol provides that the functions of the International Registry must be operated and administered by the Registrar on a twenty-four hour basis. This will ensure that registration of international interests, and other International Registry services, are provided at any time in accordance with the business hours of the jurisdiction where the relevant transactions take place. However, in recognition of the fact that the International Registry may need to be taken off-line for short periods (for example, to perform software upgrades), the Registrar will be required to commit to a 99% availability of the International Registry.

*Consent*

194. Article 20 of the Convention provides that a registration may be registered, amended, or extended, by either party with the consent in writing of the other party. Further, a registration may be discharged with the consent of the person in whose favour it was made. This means that the International Registry will need to include a system for the provision of consent by registered users to the registration of interests in MAC equipment in which they have an interest. However, the Registrar is not under any duty to actively enquire as to whether a consent to registration under Article 20 has been given or is valid (Convention Article 18(2)), and those questions will not need to be determined by intervention of the Registrar at the time of registration. Other legal and factual issues in respect of which the Registrar will not be required to intervene with human vetting include:

- whether the interest being registered is an “international interest” for the purposes of the Convention and the MAC Protocol;
- a party has the rights that it purports to dispose (for example, whether a debtor has an interest in the MAC asset; and
- whether a submission to the International Registry was made by a party with internal power to act (that is, whether a corporate entity has obtained the necessary internal corporate approvals).

195. Consistent with the principle that the International Registry shall be electronic and highly automated, a registration will only need to comply with the electronic application form and be accompanied by the required fee in order to be registered.

*“Entry points”*

196. Article XVI of the MAC Protocol implements for MAC equipment Article 18(5) of the Convention by providing that it is for each Contracting State to decide whether to make a declaration designating an entity as an entry point for the transmission of registration information to the International Registry.<sup>18</sup> For example, a Contracting State may wish to utilise an existing national registration system, modified to enable or require the holder of a national interest which also constitutes an international interest to make one input to the national entry point which will simultaneously procure registration of the national interest and transmission of details of the international interest to the International Registry. The International Registry would need to make arrangements with any designated entry point to ensure that the technical and other details necessary to enable registration information to be transmitted are in place.

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<sup>18</sup> The designation of an entry point may not apply in relation to notices of national interests, or of registrable non-consensual rights or interests, arising under the law of another State.



*Discharge or expiry of registrations*

197. Registrations on the International Registry will remain effective until they are discharged, or until the expiry of any period specified in the registration (Convention Article 21). Where the obligations secured by a registered interest have been discharged the holder of the interest must, without undue delay, procure the discharge of the registration. The International Registry will need to provide systems that minimise the risk of unauthorised discharge (or similar actions, such as amendment) by requiring a matching of the electronic signature of the initial registrant and that of the discharging (or amending) party.

*Types of interests that may be registered*

198. As specified in Article 16 of the Convention, the International Registry shall be established for registrations and recordings of:

- international interests, prospective international interests and registrable non-consensual rights and interests;
- assignments and prospective assignments of international interests;
- acquisitions of international interests by legal or contractual subrogation under the applicable law;
- notices of national interest;
- subordinations of any of the interests noted above;
- Notices of sales.

*The Registrar and court jurisdiction*

199. Article 44(1) of the Convention provides that courts of the place in which the Registrar has its centre of administration shall have exclusive jurisdiction to award damages or make orders against the Registrar. This jurisdiction would be limited to:

- matters relating to the Registrar's liability in accordance with the Convention or MAC Protocol;
- making orders requiring the Registrar to discharge a registration where a person has failed to respond to a demand to discharge a registration and that person cannot be found or no longer exists; and
- making orders requiring the Registrar to give effect to an order of a court with jurisdiction under the Convention or MAC Protocol that a person procure the amendment or discharge of a registration and that person fails to comply with the order.

Apart from these examples, no court is able to make orders or give judgements or rulings against the Registrar. The assets, documents, data bases, and archives of the International Registry shall be inviolable and immune from seizure or other legal or administrative process (Convention Article 27(4)).

**ANNEX 3****STATEMENT OF REQUIREMENTS (SOR)****Service overview**

*An electronic MAC Registry is the foundation service offering that allows the Registrar to deliver registration and search services for international interests in Mining, Agricultural and Construction (MAC) equipment for Users.*

The service (referred to as the MAC Registry in this document) will allow the Registrar to offer a structured and desirable experience for Users. Registrations and searches will be automatically actioned through a predefined workflow and a rules based engine where possible.

The operation of the MAC Registry is governed by Regulations, Procedures and Rules created by the Supervisory Authority with input from the Registrar. These are collectively called 'Business Rules' throughout this document. While tenderers are expected to be able to fulfil the requirements outlined in this Annex, the Regulations could contain more concrete requirements which all tenderers are expected to follow. The Regulations could also be subject to future amendments by the Supervisory Authority.

This SOR further details the Technical Requirements (TR) found in Part II of this RFP. Where possible, references are made to the relevant section of Part II.

**Components overview**

*The MAC Registry will use several products and processes to deliver its services.*

The table below shows the products and processes, referred to as components, which are required for the services to work as intended. Each Component forms an important part of the MAC Registry and all are to be delivered to enable the end-to-end service. Components have been grouped according to the most relevant service phase noting that some of the Components will cross over phases.

ID	COMPONENT	DESCRIPTION
<b>User Experience</b>		
<b>C-01</b>	Accessibility	Allows Users with varying abilities access to services in a friendly manner.
<b>C-02</b>	Language Support and Translation	Provides multi-language translation services for Users throughout their interactions.
<b>C-03</b>	Correspondence	Provides capability to generate correspondence and notifications to send to Users.
<b>C-04</b>	Payments	Online payment capability that safely and securely processes payments.
<b>C-05</b>	Virtual Assistant	Provides 24/7 support through augmented question and answer functionality.
<b>C-06</b>	Web Forms	Web form creation and processing capability. Includes a range of form components and validation properties.
<b>Core Capabilities</b>		
<b>C-10</b>	Assessments	Capability to undertake and manage assessment of registration and search requests.

ID	COMPONENT	DESCRIPTION
<b>C-11</b>	Audit and Assurance	Manages and records all processing actions made against a request.
<b>C-12</b>	Workflow/Business Rules/Process Orchestration	Execute predefined and customisable Business Rules to enforce legal, policy or other operational decisions.
<b>C-13</b>	Case Management	Collects and consolidates User information in one database
<b>C-14</b>	User Relationship Management	Manages engagement and interactions with Users.
<b>C-15</b>	Digitisation	Digitise physical materials through conversion of handwritten or typed text into machine-readable format from a scanned document or image.
<b>C-16</b>	Records Management	Document and records management system that stores documents and decisions made.
<b>C-17</b>	Register	Records registrations, their history of changes/interactions, which can be published and searched.
<b>C-18</b>	Reporting and Analysis	Provides reporting and insight analytics capabilities across all available data points.
<b>C-19</b>	Security	Baked in security controls available as a common capability for use at a MAC Registry level and relevant Component levels.
<b>C-20</b>	User Accounts and Profile Management	A secure account accessed via the front-end interface that is customised to display and manage User activities. It contains a personalised set of information specific to the User that is accessed within the account.
<b>C-21</b>	Financial Management	Manage Registrar's revenues, expenditures, accounts receivables/payables, budget and cash flow monitoring.
<b>Supporting Capabilities</b>		
<b>C-31</b>	Quality Management	Enables Registrar to monitor transactions on the register for quality and accuracy.

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**Functional Requirements**


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REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
F1: USER ACCESS			<b>S4</b>
	<b>ACCESS</b>		
<b>F1</b>	1.1 A User must transact with the MAC Registry electronically through a web-based entry point and be connected to the MAC Registry to create an account and commence a registration or search transaction. TR 31,80,81,82,95,97	Mandatory	4.1
<b>F1</b>	1.2 Some international jurisdictions may require registrations against assets held by a debtor in their jurisdiction to be filed on the MAC Registry through their domestic Access Points. The MAC Registry will need to provide for these cases by accepting/sending information and data transferred from/to these Access Points using a set of Business Rules. TR 33,55,56,57,96	Mandatory	13.1 – 13.4
<b>F1</b>	1.3 Information in the MAC Registry will be stored and presented in a format that supports accessibility tools (screen readers, etc.). TR 81	Desirable	
	<b>MAC REGISTRY ACCOUNT</b>		
<b>F1</b>	2.1 Interactions between Users (with the possible exception of Guest Users who only preform one-off searches), their Representatives and the MAC Registry is to occur through the User's Account. TR 35, 36, 37	Important	4.1
<b>F1</b>	2.2 Users can view information about their interactions with the MAC Registry, including any correspondence and billing details.	Desirable	
<b>F1</b>	2.3 Users can view details of their transactions, including all information and supporting documentation provided during each transaction.	Desirable	
<b>F1</b>	2.4 Users can update their personal/organisational details (including name) and notification preferences subject to Business Rules.	Important	4.1, 5.14, 6.2 - 6.5, 18

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F1</b>	2.5 Users can view all information about their transactions while being represented and/or assisted by a Representative.	Desirable	
<b>LANGUAGES</b>			
<b>F1</b>	3.1 Users can select their preferred language for using the MAC Registry Website from the list of designated MAC Registry Languages. TR 58	Mandatory	
<b>F1</b>	3.2 The designated MAC Registry Languages can be changed at the request of the Supervisory Authority (including to add new Designated MAC Registry Languages).	Desirable	
<b>F1</b>	3.3 The MAC Registry can display form content in the language selected by the User from the list of designated MAC Registry Languages. TR 58	Mandatory	
<b>F1</b>	3.4 The MAC Registry is to include on-screen help text in all designated MAC Registry Languages. TR 59	Important	
<b>USER REPRESENTATIVE</b>			
<b>F1</b>	4.1 The MAC Registry is to allow for a User to nominate and authorise one or more Representatives to transact on the Register on their behalf.	Important	
<b>F1</b>	4.2 The MAC Registry is to: <ul style="list-style-type: none"> <li>a. enable the nominated Representative to accept or decline a nomination to act on behalf of a User</li> <li>b. notify the User when the nominated Representative has accepted or declined the nomination.</li> </ul>	Desirable	
<b>F1</b>	4.3 A User can: <ul style="list-style-type: none"> <li>a. withdraw or change a Representative to act on their behalf</li> </ul>	Important	

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
	b. notify the Representative of the withdrawal or change to the authorisation.		
<b>F1</b>	4.4 The MAC Registry can track and report on all appointment changes, by User and by Representative.	Important	
<b>F1</b>	4.5 A User can view information that has been sent to the Representative.	Important	
<b>F1</b>	4.6 A Representative can be authorised to assist or act on behalf of multiple Users.	Important	
<b>F2: INFORMATION MANAGEMENT AND USER SUPPORT</b>			
<b>F2</b>	1.1 A User can outline their intent in using the MAC Registry and be presented with service option(s) which match this intent.	Desirable	
<b>F2</b>	1.2 A User can research information such as eligibility criteria, documentation requirements, terms and conditions, application process, responsibilities. TR 48	Mandatory	3.6
<b>F2</b>	1.3 A User can ask questions about registration and search processes through a Digital Assistant 24x7 or Help Desk during nominated hours set by the Business Rules TR 59	Mandatory	3.6
<b>F2</b>	1.4 The MAC Registry is to provide automated support, including online help content and help pointers during the transaction being undertaken by a User.	Desirable	
<b>F2</b>	1.5 The MAC Registry is to allow the Registrar to upload and maintain instructional information relating to assessment and decision-making tasks. TR 48	Mandatory	
<b>F3: ACCOUNT REGISTRATION AND IDENTIFICATION</b>			<b>S4</b>
<b>USER ACCOUNT REGISTRATION</b>			
<b>F3</b>	1.1 A User can register for an account on the MAC Registry. TR 35,36,37,85	Mandatory	

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F3</b>	1.2 A User can select the type of Account they need to interact with the MAC Registry TR 35,36,37	Mandatory	4.1
<b>F3</b>	1.3 The Account Application form is to dynamically update and adjust the information requested based on the User's responses according to the Business Rules determined by the Registrar.	Important	
<b>F3</b>	1.4 A User creating an Account can select their contact, notifications, default payment options, and privacy preferences. TR 35,36,37	Mandatory	4.1, 18
<b>F3</b>	1.5 The MAC Registry is to allocate a unique identifier for each new User Account that is established on the MAC Registry. User Representatives will be allocated the same unique identifier but supplemented by an appropriate suffix to identify a User Representative where a User has authorised several representatives. TR 35,36,37,85	Important	
<b>F5</b>	1.6 The MAC Registry can make automated decisions to create accounts based on Business Rules determined by the Registrar. Different types of accounts may be subject to different Business Rules TR 35,36,37	Mandatory	4.2
<b>F3</b>	1.7 The Registrar can suspend, cancel, or reinstate an account. TR 35	Mandatory	
<b>F5</b>	1.8 The MAC Registry may be required to allow for a Guest User to perform a search for international interests on a Pay as You Go basis without the need to create an account and validate their identity with the MAC Registry if they provide a valid digital contact point (email, SMS) to deliver search results to. TR 37	Mandatory	4.2.1
<b>USER IDENTIFICATION</b>			
<b>F3</b>	2.1 The MAC Registry will validate identity information for all registered Users according to defined Business Rules. Guest Users will not be required to validate their identity but will be required to provide a valid digital contact point (e.g., email, SMS)	Mandatory	4.1(a), 4.2.1

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
	TR 35,36,37,38,76,84,85		
<b>F3</b>	2.2 The MAC Registry is to be able to digitally collect identity information, based on validation requirements specified by business rules, from a User. TR 35,36,37,38,76,85	Mandatory	3.7, 3.8, 3.9, 4.1
<b>F3</b>	2.3 The MAC Registry must not retain personal identity information and documents (e.g., Passport or Drivers Licence details) longer than necessary.	Important	3.9
<b>F3</b>	2.4 The MAC Registry can collect and store document metadata of identity information.	Important	3.9
<b>F3</b>	2.5 The MAC Registry may validate identity information using Third-Party Identity Service Providers designated by the Registrar or from Contracting State identity systems.	Important	
<b>MANUAL ASSESSMENT OF ACCOUNT APPLICATION</b>			
<b>F3</b>	3.1 The Registrar can manually assess an application for a user account when an application includes unique circumstances and/or does not meet standard identity validation requirements as set in the Business Rules. TR 35,36	Mandatory	
<b>F3</b>	3.2 The MAC Registry is to provide the Registrar with all relevant information such as reason/s why an automated decision was not made, relevant verification outcomes and analysis necessary to perform a manual assessment of an Account application.	Desirable	
<b>F3</b>	3.3 The Registrar can trigger requests for additional information from a User and impose time limits.	Important	
<b>F3</b>	3.4 The MAC Registry is to allow additional information requested from a User to be provided through the MAC Registry.	Important	S18
<b>F4: REGISTRATION, ASSIGNMENT, AMENDMENT, SUBROGATION AND DISCHARGE OF INTERNATIONAL INTERESTS BY USERS</b>			
<b>F4</b>	<b>1 A User can register an international interest over an asset.</b>	<b>Mandatory</b>	<b>S5</b>
<b>F4</b>	1.1 The MAC Registry guides the User in completing the required form fields to registering an international interest. TR 38	Mandatory	5.1, 5.2



REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F4</b>	1.2 The fields required and displayed are adapted based on type of international interest or asset. An interest can be registered over a single or multiple assets in the same transaction. The required fields for registering an interest are set by Business Rules. (For example, most security interests cannot be registered without the consent of the debtor, so the User will be presented with a field to enter an email/SMS for the asset owner so the system can trigger a consent request and the registration may be held in pending state until the consent is received. However, an R-NCRI does not require such consent and the registration can be completed instantaneously where the User uploads and attaches the required evidentiary documents as specified in the Business Rules) TR 38,39,40,41,42,43,44,84,93	Mandatory	5.1, 5.2, 5.8, 5.12, 5.13, 5.18, 5.19
<b>F4</b>	1.3 The MAC Registry validates the data being entered by the User against the set Business Rules and contemporaneously alerts and guides the User where the data being entered is not as expected. TR 38,84	Mandatory	5.18, 5.19
<b>F4</b>	1.4 The MAC Registry provides for a functionality where a user can commence and save incomplete registrations and return to it at a later point in time to edit and/or complete it. TR 95	Important	5.17
<b>F4</b>	1.5 The MAC Registry triggers an electronic consent request to the debtor. Unless the electronic consent is received the registration of the interest is held in a 'Pending' state TR 38,43,45,46	Mandatory	
<b>F4</b>	1.6 The User is unable to submit a registration unless all required fields have been completed and the required registration fee has been paid. The required fee can vary based on registration type. TR 42,43,44,45,46,47,72,74	Mandatory	14.1
<b>F4</b>	1.7 The MAC Registry is to ensure each payment is linked to an invoice, User, an application, and a unique identifier. TR 74,93	Important	14.1
<b>F4</b>	1.8 The registration is automatically processed, and the MAC Registry is instantaneously updated with the new international interest registration. TR 49,50,51,52,53,54	Mandatory	5.1, 5.2

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F4</b>	1.9 A printable registration certificate is auto generated and saved in the User's Account. The certificate bears the date and time of registration in the Registrar's jurisdiction as well as the User's location. A copy of the registration certificate is also sent electronically to the entity that provided consent to the registration. The User can print and/or send the registration certificate to themselves or other third parties. TR 49,50,51,52,53,54,77	Mandatory	6.2-6.5
<b>F4</b>	1.10 A User can self-generate a report listing all their active/pending/discharged/amended registrations by selecting required data fields from a reporting menu.	Important	
<b>Assignment, Subrogation, Amendment or Notice of Sale of an international interest</b>			
<b>F4</b>	2.1 A User can assign their existing interest over one or more assets to another User. Users can also make amendments to certain fields in one or more of their existing active registrations. Users may also sell their interest and record a notice of sale. The Business Rules will define which fields can be amended and whether the amendment of any field requires the consent of the debtor or whether a fee is payable. TR 45,46,93,94	Mandatory	5.3, 5.4, 5.9, 5.10, 5.11, 5.14
<b>F4</b>	2.2 A User can make bulk assignments, bulk sales or bulk amendments to all or a subset of their active registrations, including subordinating the rights/interests under those registrations to another registered User subject to Business Rules. TR 47	Important	5.5, 5.6
<b>F4</b>	2.3 The User can commence and save an incomplete amendment and return to it at a later point in time to edit and/or complete it. Such 'work in progress' activities is to be accessible to the User from a function that is attached to their User Account. TR 95	Important	5.17
<b>F4</b>	2.4 An amendment or assignment fee may be payable based on the Business Rules, and the User will not be able to submit the amendment request unless the fee has been paid, and where required, the owner or other party's consent has been received. TR 74,93	Mandatory	14.1

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F4</b>	A printable registration amendment certificate or assignment certificate is auto generated and saved in the User's Account. The certificate bears the date and time of registration in the Registrar's jurisdiction as well as the User's location. A copy of the registration amendment certificate is also sent electronically to the entity that provided consent to the amendment or the assignee of the interest. The User can print and/or send the registration certificate to themselves or other third parties. TR 49,50,51,77	Mandatory	6.2-6.5
<b>Discharge an international interest</b>			
<b>F4</b>	3.1 Registrations are automatically discharged based on a set of Business Rules	Mandatory	5.15
<b>F4</b>	3.2 A record of the registration and the time and date it was discharged is maintained and remains searchable as a discharged interest. TR 49,50,51	Mandatory	
<b>F4</b>	3.3 A printable notification of the discharge is auto generated and electronically sent to the User and a copy of the notification is also sent to the debtor over which's asset the registration existed. The discharge notification bears the date and time of registration in the Registrar's jurisdiction as well as the User's location. TR77	Mandatory	6.2-6.5
<b>F4</b>	3.4 Subject to a set of Business Rules, a user who owns the registration can change the status of their active registrations as 'discharged' at any point in time but cannot change the status of a 'discharged' registration to an 'active' registration.	Mandatory	5.15
<b>F5: SEARCHING FOR INTERNATIONAL INTERESTS BY USERS</b>			<b>S8</b>
<b>F5</b>	1.1 A search can be performed by a Registered User or a Guest User TR 73	Mandatory	
<b>F5</b>	1.2 The MAC Registry's search functionality is not to be case sensitive, unless otherwise provided for in the Business Rules.		
<b>F5</b>	1.3 The MAC Registry's search functionality is to allow the selection of multiple parameters, unless otherwise provided for in the Business Rules.		

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
	1.4 The MAC Registry should be able to perform exact-match and close-match searches.		
<b>F5</b>	1.5 Search results is to return matches in fields.		
<b>F5</b>	1.6 The MAC Registry's search functionality is to allow search results to be ordered based on attributes (e.g., most recent, most relevant).		
<b>F5</b>	1.7 The fields required and displayed are adapted based on type of search being conducted. The required fields are set by the Business Rules. TR 73	Mandatory	8.1 – 8.7
<b>F5</b>	1.8 A fee is payable for the search and the search is automatically executed upon receipt of the fee. The fee amount will depend on the type of search being performed. TR 74,93	Mandatory	14.1
<b>F5</b>	1.9 A printable search certificate is auto generated and saved in the User's Account if the User is a registered user or is sent to the digital contact point of a Guest User. The certificate bears the date and time of search in the Registrar's jurisdiction as well as the User's location. TR 73	Mandatory	8.8
<b>F6: AMENDMENT, REMOVAL AND REINSTATEMENT OF REGISTRATIONS BY REGISTRAR</b>			
<b>F6</b>	1.1 The Registrar can amend, remove or reinstate a registration when an interested party makes a successful amendment demand.	Mandatory	5.16
<b>F6</b>	1.2 A notification of the amendment/removal/reinstatement is auto generated and electronically sent to the owner of the registration and a copy of the notification is also sent to the owner of the asset over which the registration existed.	Mandatory	5.16
<b>F6</b>	1.3 The public searchability of a record of the Registrar's amendment/removal/reinstatement of a registration will be determined by the Business Rules. Where the record does not become a public searchable record, the event will still be captured in the audit logs and will be viewable and searchable by designated internal staff of the Registrar.	Mandatory	10
<b>F7 COMPLAINTS AND REVIEWS</b>			

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F7</b>	1.1 The MAC Registry will include a form to enable the electronic submission of complaints, allegations of fraud, tip-offs, and other concerns by Users and create a case	Mandatory	9.1
<b>F7</b>	1.2 The MAC Registry will allow related complaints and reviews to be linked by a User.	Desirable	
<b>F7</b>	1.3 Users can upload documents (for example Microsoft Office, PDF, or JPEG) to a case (complaints/reviews/internal reviews).	Important	
<b>F7</b>	1.4 A User will receive an automated system notification when their form is received.	Desirable	
<b>F7</b>	1.5 The MAC Registry can manually record review requests and activities/outcomes related to those matters.	Important	
<b>F7</b>	1.6 The MAC Registry can collate and provide relevant information to the Registrar in respect of the complaint or review request. This information may include the Application, supporting information provided by the User, correspondence with the MAC Registry.	Desirable	
<b>F7</b>	1.7 Users are notified of the outcomes of case activities based on the Business Rules	Mandatory	
<b>F8 COMPLIANCE AND ENFORCEMENT</b>			
<b>F8</b>	1.1 Registrar Staff Users designated to conduct compliance activities will login to an authenticated environment.	Important	
<b>F8</b>	1.2 Compliance controls can be updated through Business Rules to reflect changes in the Registrar's practices and policies.	Mandatory	
<b>F8</b>	1.3 The MAC Registry is to have the capability to provide the Registrar a single view of all information about a User.	Desirable	
<b>F8</b>	1.4 The MAC Registry will have the functionality to search for Users, Representatives and/or Registrations that meet a set of characteristics specified by a Registrar Staff User. The search will be across the MAC Registry's data holdings or a subset of data holdings.	Desirable	
<b>F8</b>	1.5 The MAC Registry includes a field that allows Registrar Staff Users with privileged access to suspend, cancel, or revoke a User Account or Registration.	Important	

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F8</b>	1.6 The MAC Registry will record and store historic compliance and complaints/reviews/fraud activities.	Important	
F9 REPORTING AND DATA ANALYTICS			S10, S11, S12
<b>F9</b>	1.1 The MAC Registry allows Registrar Staff Users to generate user defined reports on all data fields. TR 84,98	Mandatory	
<b>F9</b>	1.2 The MAC Registry can generate reports for a specified point in time or over a defined period. TR 49,50,51,98	Important	
<b>F9</b>	1.3 The MAC Registry is to be able to auto-generate specified reports at specified times. TR 98	Desirable	
<b>F9</b>	1.4 The MAC Registry is to be able to capture and maintain metadata e.g., field definitions.	Important	
<b>F9</b>	1.5 The MAC Registry is to allow the Registrar to link and integrate MAC Registry data with data from the Registrar's other business systems (e.g., financial management system, customer relationship management system, etc). TR 74,93	Desirable	
<b>F9</b>	1.6 The MAC Registry is to allow Registrar Staff Users to access a library of standard reports and queries in the MAC Registry. TR 98	Desirable	
<b>F9</b>	1.7 The MAC Registry is to allow Registrar Staff Users to run automated data cleansing on data sets.	Desirable	
F10 QUALITY ASSURANCE & FRAUD CONTROL			S10
<b>F10</b>	1.1 The MAC Registry is to allow transactions to be selected for audit by designated Registrar Staff Users. This is to include selection of specific cases, selection of a random subset of cases or selection of a subset of cases based on adjustable parameters.	Important	
<b>F10</b>	1.2 The MAC Registry is to have the ability to search for Users/transactions that meet a set of characteristics specified by a Registrar Staff User. The	Mandatory	

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
	<p>Users/Applications search will be across the MAC Registry’s data holdings and where required, utilise MAC Registry APIs (Application Program Interfaces) to search and retrieve Users/Application information from the Registrar’s other business system such as a CRM (Customer Relationship Management) or a Financial Management System.</p> <p>TR 85</p>		
<b>F10</b>	<p>1.3 The MAC Registry will provide the capability to examine and audit every interaction with the MAC Registry (i.e., every step of every transaction or interaction with the MAC Registry will be collected including information and material previously entered and deleted by Users).</p> <p>TR 95</p>	Important	
F11 ENABLERS			
<b>REGISTRAR’S WORKFLOW PROCESSING / WORKLOAD MANAGEMENT</b>			
<b>F11</b>	<p>1.1 The MAC Registry is to ensure the internal workflow for Registrar Staff Users functions according to Business Rules.</p>	Desirable	
<b>F11</b>	<p>1.2 The MAC Registry is to provide workflow management for all functions necessary to manually register an account, perform a search, create/amend/remove a security interest including capability for preview of any letters/correspondence generated as part of the workflow.</p>	Mandatory	
<b>F11</b>	<p>1.3 The MAC Registry is to allow authorised Registrar Staff Users to update the Registrar’s organisation structure, delegation rules, responsibilities, and tasks assignment.</p>	Desirable	
<b>F11</b>	<p>1.4 Designated Registrar Staff Users can check that jobs are actively progressing through the defined processing workflow and have not become stalled, lost, or incorrectly work flowed.</p>	Desirable	
<b>SYSTEM UPDATES</b>			
<b>F11</b>	<p>2.1 The MAC Registry will allow for parameters to be amended and adjusted to accommodate practice, policy, and legislative changes.</p> <p>TR 86</p>	Mandatory	

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F11</b>	2.2 The MAC Registry will be able to notify Users of upcoming MAC Registry updates including any proposed system outages. TR 86	Mandatory	3.4
<b>F11</b>	2.3 The MAC Registry is to ensure access and standard functionalities are not interrupted when the system updates are being tested. TR 65,86	Desirable	
<b>F11</b>	2.4 The MAC Registry is to have the ability to be reflected in a testing environment including population of appropriate sample data. TR 86	Desirable	
<b>FORMS CAPABILITY</b>			
<b>F11</b>	3.1 The MAC Registry is to allow online forms to include mandatory fields. TR 34	Mandatory	
<b>F11</b>	3.2 The MAC Registry is to allow online forms to include validation elements (e.g., address look-up, case sensitivity, location lists and drop-down boxes, inconsistent data within/between data fields). TR 34	Important	
<b>F11</b>	3.3 The MAC Registry is to enable online forms to be easily configured by Registrar Staff Users without the need for specialised development. TR 34	Desirable	
<b>F11</b>	3.4 The MAC Registry is to support the pre-population of online forms with relevant existing system data. TR 34	Desirable	
<b>F11</b>	3.5 The MAC Registry is to be able to tailor the experience for Users of forms (i.e., only showing information or questions relevant to the application being submitted). TR 34	Desirable	
<b>F11</b>	3.6 The MAC Registry is to ensure the provision of forms is compliant with the World Wide Web Consortiums' (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level of conformation. TR 32	Desirable	



REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>RECORDS MANAGEMENT</b>			
<b>F11</b>	4.1 The MAC Registry is to enable the implementation of a records management and archiving strategy that is approved by the Registrar and is in accordance with the data and policy of the jurisdiction from which the registry operates. TR 69	Mandatory	10
<b>F11</b>	4.2 The MAC Registry is to allow integration with the Registrar’s document and records management systems (if a separate system exists).	Important	
<b>RULES BASED ENGINE</b>			
<b>F11</b>	5.1 The MAC Registry allows designated Registrar Staff Users to adjust Business Rules which affect automated processing (in accordance with the Registrar’s established processes and necessary authorisation from the Supervisory Authority). TR 89	Mandatory	
<b>F11</b>	5.2 The MAC Registry is to keep records of all changes made to the Business Rules, including who undertook the change and the date and time it was made. TR 89	Mandatory	
<b>F11</b>	5.3 The MAC Registry is to enable approval-based rules for promotion of Business Rules from testing to production. TR 89	Desirable	
<b>CORRESPONDENCE</b>			
<b>F11</b>	6.1 The MAC Registry is to either automatically send correspondence to a User or present the correspondence to relevant Registrar Staff Users for review, in accordance with Business Rules determined by the Registrar.	Important	
<b>F11</b>	6.2 The MAC Registry is to allow Registrar Staff Users to edit the content of correspondence presented to them for review and prior to being sent (and record any changes and their justification).	Desirable	
<b>F11</b>	6.3 The MAC Registry is to keep an audit record of when a Registrar Staff User edits the content of correspondence and what has been changed.	Desirable	

REQUIREMENT REFERENCE	MAC REGISTRY FUNCTIONAL REQUIREMENTS	RELATIVE IMPORTANCE	REGULATION
<b>F11</b>	6.4 The MAC Registry is to send correspondence to a User to their MAC Registry Account.	Mandatory	
<b>F11</b>	6.5 The MAC Registry is to send notification of correspondence to a User through their preferred digital communication channel(s).	Important	

### Non-functional Requirements

The non-functional requirements set out the specific quality requirements of the MAC Registry. The non-functional requirements do not limit any of the other requirements.

<b>MAC REGISTRY NON-FUNCTIONAL REQUIREMENTS</b>		Relative Importance
<b>1</b>	<p><b>Scalability</b> – The MAC Registry is to scale elastically in response to demand and remain functional and available to Users regardless of dynamic changes in transaction volume, batch and background, number of Users.</p> <p>TR 61</p>	Mandatory
<b>2</b>	<p><b>Availability and Reliability</b> – The MAC Registry is to support continual operations by being available and functioning with minimal downtime.</p> <p>[Guidance to tenderers: As a baseline expectation the MAC Registry can expect to support most Use Cases to 99% uptime for Users, excluding scheduled downtime and to have to have no more than 12 scheduled outages in a year, which last no longer than 18 hours in total.</p> <p>The MAC Registry is to monitor its performance and health and should have the ability to rectify issues with the operation of itself with little or no human intervention</p> <p>The MAC Registry should have comprehensive event management plan which addresses the entire event lifecycle (including event occurrence, event notification, event detection, event logging, event filtering and correlation), and event response.</p> <p>TR 49,87,98</p>	Mandatory 3.4
<b>3</b>	<p><b>Efficiency</b> - The MAC Registry is to provide adequate response times for all Users. The MAC Registry is to be designed, developed, and deployed in such a manner that response times are always achieved, including during peak periods of User activity (for example higher demand due to trade and seasonal cycles).</p> <p>[Guidance to tenderers: Proposals should include the minimum system response time for 90% of transactions. Additionally, users are to be able to access key Components of the MAC Registry where there is limited internet connectivity or mobile telecommunications coverage. For example, providing the ability to access registration services through a basic HTML view even if more sophisticated services such as chatbots are not viable.]</p> <p>TR 87,95</p>	Important

## MAC REGISTRY NON-FUNCTIONAL REQUIREMENTS

Relative  
Importance

- 
- 4 Data Governance & Data Ownership** - The MAC Registry is to be designed and built according to the data governance requirements of the jurisdiction in which the Registrar is based. Subject to the requirements of the Registrar’s jurisdiction, the Supervisory Authority who may be based in a different jurisdiction will retain all rights, title, and interest in data inputted by Users into the MAC Registry or created by the MAC Registry.
- [Guidance to tenderers: The MAC Registry should be built so that it can support a change in jurisdiction of the hosting Registrar and/or changes in data governance policies in the jurisdiction of the incumbent hosting Registrar.
- The Successful tenderer is to ensure all rights, title and interest in data collected, created, or modified by the MAC Registry, including data inputted by Users into the MAC Registry, is retained by, or assigned to the MAC Registry Supervisory Authority. It is also to ensure that all data governance policies are aligned with widely applicable standards of data protection and privacy].
- TR 71,84,90,91
- 
- 5 Compatibility** - The MAC Registry is to support a seamless User experience
- [Guidance to tenderers: The MAC Registry is to function for Users across a range of operating systems and devices (including laptops, personal computers, and mobile devices such as cell phones and tablets).]
- TR 81,82,96,97
- 
- 6 Accessibility** - The MAC Registry is to be compliant with the Web Content Accessibility Guidelines (WCAG).
- [Guidance to tenderers: As a baseline expectation the MAC Registry is to be compliant with or exceed the minimum Web Content Accessibility Guidelines (WCAG) Level 2.0. It can expect to operate across a range of internet browsers on devices to ensure that the browsers used by at least 97 per cent (in aggregate) of potential Users and Users in key locations are supported at any given point in time. In the event a new major version of the WCAG is released, is to at a minimum be compliant with the major version released immediately prior to the latest major version.]
- TR 80,81,82,97
-

**MAC REGISTRY NON-FUNCTIONAL REQUIREMENTS**

Relative Importance

7	<p><b>Security Controls, Security Architecture and Compliance</b> - The MAC Registry is to support security controls and its security architecture is driven by sound risk assessments that reflect the value and sensitivity of the digital assets and data that are being protected, as well as the threats to the MAC Registry.</p> <p>[Guidance to tenderers: The MAC Registry is to adhere to all relevant security policies, standards, and frameworks. It should be designed with an architecture that can adapt to future security policies, standards or frameworks that are enacted during the term of any Contract. This includes design:</p> <ul style="list-style-type: none"> <li>• using risk and threat model driven design and in accordance with globally accepted frameworks and standards (for example NIST Cybersecurity Framework and relevant standards, and ISO27001:2013 certification)</li> <li>• to defend against deliberate malicious actions and continue to function as intended in a trustworthy, dependable, and reliable manner in the event of deliberate attack or partial compromise.</li> <li>• so that failure or inadequacy of preventative controls will be detected, and response controls are in place to detect and contain the impact of failure.</li> <li>• to support defence-in-depth protection and layers of diverse security controls so that any one control failure will not result in a complete loss of security.</li> <li>• to harden and have resilience in the face of deliberate attack including ability to resist and defend against elevated level motivated nation state threat actors and trusted insiders.</li> <li>• with mechanisms (audit, access logging) which enable Users to be held accountable for their actions.</li> <li>• to support the use of contemporary cyber security practices such as security as code, compliance as code, SecDevOps and continuous posture management.</li> <li>• to provide end-to-end security monitoring and provide secure security log feeds and security telemetry to the Registrar.</li> <li>• to process payments securely, complying with the industry standard Payment Card Industry Data Security Standard (CI-DSS).]</li> </ul>	Mandatory
TR 66,67,68,69,76,78,80,84,85,90,91,99		
8	<p><b>Branding</b> - Externally (public facing) Components of the MAC Registry is to include relevant branding.</p> <p>[Guidance to tenderers: The MAC Registry should be able to adapt to any changes in branding requirements.]</p> <p>TR 70</p>	Mandatory
9	<p><b>Access Security</b> - Access to the MAC Registry is to be restricted to authorised Users and the MAC Registry is to be required to ensure safeguards against deliberate, intrusive and/or unauthorised access from internal and external sources.</p>	Mandatory
TR 66,67,68,85		

<b>MAC REGISTRY NON-FUNCTIONAL REQUIREMENTS</b>		Relative Importance
10	<p><b>Audit of Operations</b> -The MAC Registry is to be able to trace activities and provide information necessary for the Supervisory Authority to audit the MAC Registry's operations.</p> <p>TR 66,67,49,50,85,93,95,98</p>	Mandatory
11	<p><b>Business Continuity</b> - The MAC Registry is to support a disaster recovery and business continuity capability (in line with ISO22301:2019), such that if there is a disaster at the primary location, the MAC Registry can continue operations from a secondary site for business continuity purposes, with Business Continuity Plans maintained throughout the term of any Contract.</p> <p>TR 65,68,84</p>	Mandatory
12	<p><b>Disaster Recovery</b> - The MAC Registry is to support a disaster recovery and business continuity capability, including a backup located in a different jurisdiction to the MAC Registry, consistent with the sovereignty requirements of the jurisdiction in which the Registrar is based.</p> <p>[Guidance to tenderers – As a baseline expectation the MAC Registry can expect to have a:</p> <ul style="list-style-type: none"> <li>• Recovery Time Objective (RTO) of less than 4 hours and a Recovery Point Objective (RPO) of less than 15 minutes for User-facing functionality.</li> <li>• RTO of less than 8 hours and a RPO of less than 15 minutes for the non-User facing functionality.]</li> </ul> <p>TR 65,68,69,84</p>	Mandatory
13	<p><b>Documentation</b> - Documentation relating to the design and operation of the MAC Registry is to be available to the Supervisory Authority, with the Successful tenderer to maintain documentation relating to the design and operation of the MAC Registry in its entirety and be able to provide it to the Supervisory Authority as requested.</p> <p>TR 66,67,68</p>	Mandatory
14	<p><b>Risk Management</b> - The MAC Registry is to include a systematic and stringent approach to managing risk, as well as an ability to prevent and detect fraud.</p> <p>[Guidance to tenderers: The MAC Registry is to be managed in accordance with the Risk Management Standard ISO 31000:2018. The response should describe:</p> <ol style="list-style-type: none"> <li>a. how the system design will identify, seek to prevent and manage risks</li> <li>b. the level of conformance to recognised standards for risk management.</li> <li>c. criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria</li> <li>d. how risks will be categorised, and appropriate risk treatment strategies applied</li> </ol> <p>TR 66,67,68,84,85</p>	Mandatory

**MAC REGISTRY NON-FUNCTIONAL REQUIREMENTS**Relative  
Importance

- |    |  | Relative<br>Importance |
|----|--|------------------------|
| 15 | <b>Incident Management</b> - An Incident Management Strategy is to be implemented to ensure Incidents are resolved in a timely and efficient manner, with a comprehensive Incident Management Strategy for production Incidents (also referred to as defects).<br><br>TR 86  | Mandatory              |
| 16 | <b>Technology Improvement and Innovation</b> - The MAC Registry is to support adoption of, over the term of the Contract, technological innovations that become available that could improve the way the MAC Registry achieves the outcomes and requirements specified. This could include, for example, changes that drive efficiency or improve the User experience. These innovations are over and above the upgrades required to ensure software deployed as part of the MAC Registry remains current.<br><br>TR 63,64,86,99,100   | Desirable              |
| 17 | <b>Interfaces with other systems</b> - The MAC Registry is to support the management of interfaces through an Application Programming Interface (API) gateway, event messaging platform or other integration mechanisms.<br><br>[Guidance to tenderers: Interfaces with other systems could include: <ul style="list-style-type: none"> <li>• Client Management Systems</li> <li>• Financial Management Systems</li> <li>• Records Management Systems</li> <li>• Reporting and Business Intelligence Management Systems</li> <li>• Service Desk Management Systems</li> <li>• Payment Gateways</li> <li>• Business Registers of international jurisdictions</li> <li>• Collateral Registries of international jurisdictions</li> <li>• Identity Management Systems of international jurisdictions]</li> </ul><br>TR 33,74,93,96,97 | Mandatory              |

**ANNEX 4****ILLUSTRATIVE MODEL OF A POSSIBLE LAYOUT OF AN INTERNATIONAL  
REGISTRY REGISTRATION FORM**

All fields must be completed unless otherwise indicated

**[May be revised dependent on the identification criteria]**

**Creditor:**

**Name:**

**Address:**

**Email address:**

**Debtor:**

**Name:**

**Address:**

**Email address:**

**Registry User entity:**

**Name:**

**Address:**

**Email address:**

**Electronic signature:**

**MAC Asset - mandatory information**

**Manufacturer's serial number:**

**Manufacturer's generic model designation:**

**Security Interest:**

**Type of interest (prospective or full international interest):**

**Duration of registration (if not unlimited):**



**ANNEX 5****MAC REGISTRY REGULATIONS****DRAFT REGULATIONS FOR THE INTERNATIONAL REGISTRY**

(Article 17(2) (d) of the Convention on International Interests in Mobile Equipment and Article XV of the MAC Protocol)

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## Section 1 AUTHORITY

These Regulations are issued by the Supervisory Authority pursuant to Article 17(2)(d) of the *Convention on International Interests in Mobile Equipment* ("Convention") and are authorised by the *Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Mining, Agricultural and Construction Equipment* ("Protocol").

## Section 2 DEFINITIONS

2.1 Terms defined in the Convention and the Protocol shall have the same meanings in these Regulations. In addition, the following terms shall have the meanings set out below:

2.1.1. "Accountholder" means a person who holds an account that it has established under Section 4.1(b).

2.1.2. "Administrator" means the person with authority to act on behalf of an accountholder on administrative matters in dealings with the International Registry, including his/her acting administrator. It also includes, in the case of an accountholder that is a natural person, that person.

2.1.3. "Amendment", unless the context suggests otherwise, means any change in registration information, including any change in the lapse date of a registration, but does not include assignment, subrogation or subordination.

2.1.4. "Authorisation" means an authorisation referred to in Section 4.2.

2.1.5. "Consent" means an electronic consent to a registration.

2.1.6. "Contact information" means, with respect to the entity or natural person to whom such information relates, such entity's or natural person's name, administrator and that administrator's telephone number and electronic address.

2.1.7. "entry point user" means an official, employee, member or partner of an entry point.

2.1.8. "Entry point" means an entity designated by a Contracting State as contemplated by Section 13.

2.1.9. "Fee Schedule" means a schedule issued by the Supervisory Authority in accordance with section 14.3 and which is in force at the relevant time.

2.1.10. "Identity information" means the following in respect of the entity or natural person for whom the identifying information is sought:

- (a) the name, principal physical address, and date of birth for a natural person;
- (b) the name, state of incorporation or formation, and principal physical business address for an entity; and
- (c) any other information reasonably required by the Registrar.

2.1.11. "Named party" means, for a registration, a person referred to in Article 20 of the Protocol in relation to that registration.

2.1.12. "Registered information" means the category of registration, together with the information entered in the International Registry to effect such registration pursuant to Sections 5.1(b), (c), (d) and (g), 5.2(a), (b) and (c), 5.3(a) and (c), 5.4(a) and (c), 5.7(a), 5.9(a), (c) and (d), 5.10(a), (c) and (d), 5.12, 5.14(a)(ii), and 5.15.1(d), in each case as applicable to such category of registration, and shall include any

correction or discharge of a registration pursuant to Section 5.16. The name and the electronic signature of the registering person, and the contact information of the persons to which the International Registry is required to send notices pursuant to Section 6, shall not be regarded as registered information. For purposes of a registration under Section 5.2, the name of the accountholder that effects the registration shall be regarded as registered information.

- 2.1.13. "Registering person" means the person transmitting information to the International Registry to effect a registration.
- 2.1.14. "Registration" means an interest electronically registered with the International Registry. For the purposes of Sections 4.4, 6 and 13.4, the term has the extended meaning set out in Section 6.1.
- 2.1.15. "R-NCRI authorisation" means a registrable non-consensual right or interest authorisation that confers the authority to effect or amend the registration that is contemplated by Section 5.2 and Section 5.10.
- 2.1.16. "Searching person" means a person making a search in accordance with Section 7 or 8 of these Regulations.
- 2.1.28. The term or terms:
- (a) "Procedures" has the meaning set out in Section 16.1; and
  - (b) "priority search", "priority search certificate", "informational search", "informational search listing", "Contracting State search", "Contracting State search certificate", "accountholder search" and "self-search" have the meanings set out in Section 8.

### Section 3 GENERAL PROVISIONS

- 3.1 The International Registry is established as the facility for effecting and searching registrations under the Convention and the Protocol.
- 3.2 Since the International Registry merely provides notice of registrations, the facts underlying any such registration or registered interest shall determine whether it falls within the scope of the Convention and the Protocol. Without limiting the foregoing, registrations of pre-existing rights and interests or assignment thereof shall have no legal effect under the Convention and the Protocol, except where, by virtue of a declaration under Article 60(3) of the Convention, registration thereof is required. The contents of this Section 3.2 shall be prominently displayed by the International Registry as a general cautionary note on its website. Neither this Section, nor the technical function of the Registry, shall relieve any party making a registration that ought not to have been made or is incorrect, from liability under applicable law.
- 3.3 The Registrar shall perform the functions specified in the Convention, the Protocol, these Regulations and the Procedures.
- 3.4 The International Registry shall be accessible 24 hours a day, 7 days a week, except if precluded by maintenance performed outside peak periods, or technical or security problems, as set out in the Procedures.
- 3.5 The Registrar shall not undertake other operations or responsibilities nor permit other parties to have access to or use the facilities of the International Registry without the prior written consent of the Supervisory Authority.

- 3.6 Technical support shall be provided to registering persons, searching persons and administrators by a help desk of the International Registry, which shall be available during times set out in the Procedures.
- 3.7 The International Registry may be used for no other purpose than that set forth in Sections 3.1 and 3.2, unless approved in advance by the Supervisory Authority and subject to the terms of that approval.
- 3.8 Information obtained from or through the International Registry about an entity or natural person shall not be used for marketing or promotional purposes or other commercial purposes unrelated to the use of the International Registry.
- 3.9 The Registrar may collect and store transaction, technical and payment logs necessary for the efficient and secure operation of the International Registry.

#### Section 4 ACCESS TO THE INTERNATIONAL REGISTRY

##### 4.1 **Access to the International Registry**

- (a) Subject to paragraph (c), the International Registry may only be accessed through an account or an entry point.
- (b) A person who wants to establish an account:
- (i) must apply to the Registrar in accordance with the Procedures; and
  - (ii) must provide the Registrar with such information as the Registrar requires to demonstrate the existence of the person and the authority of the individual who is making the application on the person's behalf.
- (c) A person may also search the International Registry under section 8 directly, in accordance with these Regulations and the Procedures.

##### 4.2 **Authorised individuals**

- (a) An account holder may authorise one or more individuals to make or consent to registrations on its behalf. An account holder may also authorise another account holder to make or consent to registrations on its behalf.
- (b) Authorisations referred to in paragraph (a) must be provided in accordance with the Procedures.

##### 4.3 **Registrations and consents**

- (a) Subject to paragraph (b), a person may only make or consent to a registration if the person is:
- (i) a named party to the registration; or
  - (ii) authorised in accordance with section 4.2 to do so on behalf of a named party to the registration,
- and the registration is made or the consent is provided through either an account or an entry point, and in accordance with these Regulations and the Procedures.
- (b) A debtor that does not have an account may consent to a registration in accordance with the mechanisms that are provided for this purpose by the Procedures.

## Section 5 INFORMATION REQUIRED TO EFFECT REGISTRATION

**Registration of an international interest, a prospective international interest or a notice of national interest**

- 5.1. The information required to effect the registration of an international interest, a prospective international interest, or a notice of a national interest is:
- (b) the name of each of the named parties;
  - (c) the following information identifying the object:
    - (iii) (A) the object's ISO-compliant number, if it has one;<sup>1</sup> or
      - (B) if the object does not have an ISO-compliant number, the alphanumeric serial number that is assigned to the object by the manufacturer ; and
    - (iv) If the object does not have an ISO-compliant number as referred to in subparagraph (i)(A), all of the following:
      - a. the brand name for the equipment or, if unavailable, the name of the manufacturer;
      - b. the manufacturer's generic model designation; and
      - c. one other item of descriptive information about the equipment, if so required by the Procedures;
  - (d) the lapse date of the registration, if the registration is to lapse prior to a discharge;
  - (e) in the case of an international interest or a prospective international interest, the consent of the relevant parties, given under an authorisation;
  - (f) the electronic addresses of the persons to which the International Registry is required to send information notices pursuant to Section 6;
  - (g) if the named parties include more than one creditor, the name of the creditor who is to hold the sole right to consent to the discharge of that registration; and
- [the electronic signature of the registering person] <sup>2</sup>.

**Registration of an R-NCRI**

- 5.2 The information, certification, documents and agreement required to effect the registration of an R-NCRI to which Article 40 of the Convention applies are:
- (a) the information referred to in Sections 5.1(a), (b), (c), (d), (f) and (g), including, in the case of Section 5.1(f), the electronic address of the primary obligor with respect to the obligation that is secured by the R-NCRI;
  - (b) the name of the Contracting State under whose laws the R-NCRI has been conferred;

<sup>1</sup> Further consideration needs to be given to the possibility of one object having multiple ISO compliant numbers.

<sup>2</sup> Further consideration may be given to whether the term "electronic signature" could be changed to a more technologically neutral term. "Electronic signature" is not currently defined in Section 2.

- (c) the category of registrable non-consensual right or interest, as listed in the declaration of the Contracting State specified in Section 5.2(b), within which the R-NCRI being registered falls;
- (d) the certification of the party named in the registration as the holder of the R-NCRI to which the registration relates, that (i) the R-NCRI has been validly conferred under the laws of the Contracting State specified in Section 5.2(b), and (ii) all of the registration information being provided to effect the registration is accurate and complete;
- (e) documentary evidence pertaining to the R-NCRI, in electronic format;
- (f) the agreement of the party named in the registration as the holder of that R-NCRI that by effecting such registration it submits itself to the jurisdiction of the courts of the place in which the Registrar has its centre of administration in relation to legal action under Article 44 of the Convention with regard to the registration, and that it shall be liable to the Registrar for all costs incurred by the Registrar arising out of the legal action unless the validity of the registration is upheld; and
- (g) such evidence as is necessary to enable the Registrar to reasonably conclude, without undertaking specific legal analysis, that the registering person has the authority from the person named in the registration as the holder of that R-NCRI to make the certification and agreement required by Sections 5.2(d) and (f), respectively.

The registering person of a registrable non-consensual right or interest registration must either hold, or be the administrator that is entitled to issue, an R-NCRI authorisation.

### **Registration of a notice of sale**

5.3 The information required to effect the registration of a notice of sale, which shall be subject to Article XX of the Protocol, is:

- (a) the information referred to in Sections 5.1(a), (b), (c) and (f); and
- (b) the consent of the named parties, given under an authorisation.

### **Registration of an assignment**

5.4 The information required to effect the registration of the assignment of an international interest, the prospective assignment of an international interest, or the assignment of a registrable non-consensual right or interest is:

- (a) the information referred to in Sections 5.1(a), (b), (c), (f) and (g);
- (b) the consent of the named parties, given under an authorisation; and
- (c) if the interest being assigned is a registered interest:
  - (i) the file number of the registration relating to that interest (in the case of the initial assignment); or
  - (ii) the file number of the registered assignment by which the assignor acquired its rights in that registered interest (in the case of all subsequent assignments); and
- (d) if the interest being assigned is not a registered interest:

- (i) a description of the interest assigned and the debtor thereunder, using the format prescribed by the Procedures (in the case of the initial assignment of an unregistered interest); or
- (ii) the file number of the registered assignment by which the assignor acquired its rights in that registered interest (in the case of all subsequent assignments).

### **[Registration of a block assignment**

5.5 The International Registry may provide a facility permitting the registration of all assignments included in a “block assignment registration request”. A “block assignment registration request” shall include:

- (a) an electronic certification by the assignor that all of the underlying interests evidenced by registrations on the International Registry identified in the block assignment registration request have been assigned to the assignee; and
  - (b) a consent thereto given by the assignee,
- each given under an authorisation.]<sup>3</sup>

### **Registration of a subordination**

5.6 The information required to effect the registration of a subordination of an international interest, an assignment and prospective assignment of an international interest, a prospective international interest, a national interest, an interest acquired by subrogation, an R-NCRI, the interest of a lessee under a lease, or the interest of a buyer under a conditional sale is:

- (a) the file number of the registration relating to the interest being subordinated; the information referred to in Sections 5.1 (a), (b), (c), (f) and (g), and, for the purposes of the foregoing reference to Section 5.1 (b) and for the purposes of Section 5.9 (b), the “named parties” shall be the named parties subordinating their interest and benefiting from that subordination;
- (b) the consent of the named party whose interest is being subordinated, given under an authorisation;
- (c) if the interest being subordinated or benefiting from the subordination is a registered interest, and has not been assigned or acquired by subrogation, the file number relating to each such interest;
- (d) if the interest being subordinated or benefiting from the subordination is a registered interest that has been assigned, the file number of the registered assignment by which the party granting the subordination acquired its rights in that registered interest and, if applicable, the file number of the registered assignment by which the party benefiting from the subordination acquired its rights in the interest benefiting from the subordination;
- (e) if the interest being subordinated or benefiting from the subordination is a registered interest that was acquired by subrogation, the file number of the registered subrogation by which the party granting the subordination acquired its rights in that registered interest and, if applicable, the file number of the

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<sup>3</sup> Should a Closing Room type function be built into the MAC Registry, consideration may be given to deleting this section.



registered subrogation by which the party benefiting from the subordination acquired its rights in the interest benefiting from the subordination; and

- (f) if the interest being subordinated or benefiting from the subordination is not a registered interest, a description of such interest and the debtor thereunder, using the format prescribed by the Procedures.

### **Registration of a subrogation**

5.7 The information required to effect the registration of the acquisition of an international interest through subrogation is:

- (a) the information referred to in Sections 5.1 (a), (b), (c) and (f);
- (b) the consent of the subrogee, given under an authorisation;
- (c) if the interest being acquired by subrogation is a registered interest, the file number of the registration relating to that interest (in the case of the initial acquisition by subrogation of a registered interest), or if such interest has been assigned, the file number relating to such assignment; and
- (d) if the interest being acquired by subrogation is not a registered interest, a description of the interest acquired by subrogation and the debtor thereunder, using the format prescribed by the Procedures, or if such interest has been assigned, the file number relating to such assignment.

### **Registration of a pre-existing right or interest**

5.8 The information required to effect the registration of a pre-existing right or interest to which Article 60 of the Convention applies is:

- (a) the information referred to in Sections 5.1 (a), (b), (c), (d), (f) and (g);
- (b) the name of the Contracting State under whose laws the pre-existing right or interest was constituted; and
- (c) the certification of the party named in that registration as the holder of the pre-existing right or interest to which the registration relates, that (i) the pre-existing right or interest has been validly conferred under the laws of the Contracting State specified in Section 5.8 (b), and (ii) all of the registration information being provided to effect the registration is accurate and complete.

### **Amending a registration (other than an R-NCRI)**

5.9 Subject to Section 5.11, the information required to amend a registration (other than a registration of an R-NCRI) is:

- (a) the information referred to in Section 5.1(a), (b), (c) and (f);
- (b) the consent of the named parties that consented to the registration to be amended and, where a right of consent to discharge a registration has been transferred, the consent of the party having this right in place of the immediate transferor, in each case given under an authorisation;
- (c) the file number of the registration to be amended; and
- (d) the amendments to be made.

**Amending a registration of an R-NCRI**

5.10. Subject to Section 5.11, the information required to amend a registration of an R-NCRI is:

- (a) the information referred to in Section 5.2(a);
- (b) the file number of the registration to be amended;
- (c) the amendments to be made; and
- (d) the certification required by Section 5.2(d).

The registering person of an amendment of an R-NCRI registration must either hold, or be the administrator that is entitled to issue, an R-NCRI authorisation.

**Rules for amendments**

5.11 The following shall apply in respect of amendments to and discharges of amendments to registrations:

- (a) registration of an amendment of information referred to in Section 5.1(c)(i) or a change of a category of registration shall be treated as a new registration in respect of the object or category to which the amending registration refers, with priority ranking from the time the amending registration is complete. The named parties making or consenting to the amendment shall also be taken to have consented under an authorisation to the discharge of the previous registration, which shall be effected automatically;
- (b) registration of an amendment in which the information referred to in Section 5.1(b) has been changed shall require the consent of the named parties that consented to that registration and of the named party to be specified in the amended registration, each given under an authorisation;
- (c) registration of an amendment in which the information referred to in Section 5.1(d) has been changed shall have no effect on the priority of the original registration for the amended duration of that registration. The foregoing is without prejudice as to whether a new underlying interest has been constituted that is registrable under the Convention; and
- (d) when a registration is discharged, the party consenting to that discharge shall be taken to have consented under an authorisation to the discharge of all amendments to that registration, which shall be effected automatically.

The consent requirements of Section 5.11(a) and (b) shall, in the case of an amendment of a registration of an R-NCRI, be limited to the party named in the registration as the holder of such registrable non-consensual right or interest.

**Registering fractional or partial interests**

5.12 Any registration may specify that:

- (a) it covers a fractional or partial interest in mining, agricultural or construction equipment and, if so, the extent of such interest; and/or
- (b) multiple named parties hold or have granted an interest evidenced thereby.

**Rules for fractional or partial interests**

- 5.13 With respect to an interest referred to in Section 5.12 (a):
- (a) an increase or decrease to such interest arising by virtue of a sale or an assignment of an international interest shall be registered as such in accordance with Section 5.1 or 5.4, respectively; and
  - (b) a decrease in such an interest arising by virtue of payment of a secured obligation shall be partially or wholly discharged in accordance with Section 5.15.

**Entity name change**

- 5.14 The International Registry will provide a facility for notice of a change of the name of an accountholder by means of a "name change notification". For purposes of the foregoing, a "change of name" means either that the accountholder has changed its name, that any rights or interests of the accountholder reflected on the International Registry have become vested in another accountholder as a result of a merger, a change in entity form or otherwise by operation of law, or that a correction is required due to an error in its name. In such a case:
- (a) the information required to submit a name change notification to the International Registry is:
    - (i) the name currently shown on the International Registry for the entity which is to be changed, and its other identity information;
    - (ii) the name which is to supersede the name being changed, and in any case where rights and interests reflected on the International Registry have vested in a different accountholder, the corresponding entity's other identity information and contact information; and
    - (iii) the name and electronic signature of the relevant accountholder and a statement on whose behalf that person is acting, and in any case where rights and interests reflected on the International Registry have vested in a different accountholder:
      - (A) the name and electronic signature of such other accountholder and a statement on whose behalf that person is acting; and
      - (B) the election specified in Section 5.14(c)(ii)(B);
  - (b) the Registrar shall confirm that a name change notification satisfies the requirements of this Section 5.14 following the standard set out in Section 4.1, and a name change shall take effect on the later of such confirmation by the Registrar and completion of the actions required in Section 5.14(a)(iii);
  - (c) when a name change takes effect:
    - (i) all rights and interests reflected on the International Registry in which the accountholder specified in Section 5.14(a)(i) is a named party shall, without amending registered information or registering an assignment of such rights and interests, be annotated to advise of the change of name, such annotation to be included in all priority search certificates; and
    - (ii) in any case where rights and interests reflected on the International Registry have vested in a different accountholder:

- (A) the accountholder in which such rights and interests have vested shall retain its status as an accountholder for the purposes of the International Registry and all authorisations given or held by or on behalf of such accountholder shall remain in full force and effect; and
- (B) all authorisations given or held by or on behalf of the accountholder specified in Section 5.14(a)(i) shall either remain in full force and effect or shall be extinguished, as elected by such accountholder; and
- (d) a name change shall have no effect on the validity or priority of any registration or other rights or interests.

The Registrar may reverse the name change and remove the name change history in cases where the Registrar satisfies itself that no such name change took place.

### **Discharge of a registration**

- 5.15.1 The information required to discharge a registration is:
- (a) the information referred to in Sections 5.1(a) and (f);
  - (b) except as provided in Section 5.15.2, the consent of the named party or parties benefiting from the registered interest, or of the party holding the right to consent to the discharge of such interest in accordance with Section 5.15.3, given under an authorisation; and
  - (c) the file number of the registration to be discharged.
- 5.15.2 The parties mentioned in Section 5.15.1(b) and (c) do not include the debtor, assignor, subrogor or person subordinating the registered interest.
- 5.15.3 A named party referred to in Section 5.15.1(b) may electronically transfer to an accountholder, with the consent of that entity, the sole right to consent to the discharge of such registration. Such sole right to consent to the discharge may be further transferred by a holder thereof to another accountholder with the consent of the latter.
- 5.15.4 The party or parties benefiting from a registration, the party holding the right to consent to the discharge of a registration under Section 5.1(g) or, if such right has been transferred, the transferee of such right, shall have the sole right to consent to

### **Correcting an error of the International Registry system**

- 5.16 The Registrar may correct an error in a registration or a discharge or the chronological order of registrations, or discharge a registration, if such error is created by a malfunction in the International Registry, provided that such correction or discharge shall be effective only from the time it is made and shall have no effect on the priority of any other registration. If such correction or discharge would change the registered information that would otherwise appear on a priority search certificate, notice that such correction or discharge has been made by the Registrar shall appear on all priority search certificates relating to the equipment.

The Registrar shall promptly give notice of any such correction or discharge to the named parties in the original registration and, if different, the registering person, other parties with registered interests in that equipment, and those who have

conducted a priority search on that equipment since the time of the original registration.

Alternatively, the Registrar may request the named parties to the original registration to amend or discharge that registration, leave that registration in place as registered, or seek an order from a court with jurisdiction under Article 44(1) of the Convention.

### **Closing room**

5.17 The International Registry may provide a closing room facility ("closing room") permitting accountholders to assemble the information required to effect a registration in advance of completing such registration and, in the case of multiple registrations in respect of one or more objects, to establish the chronological order of such registrations. The Appendix to these Regulations describes the closing room, including the conditions and procedures for:

- (a) assembling information prior to any registration taking effect;
- (b) entering registrations into the International Registry data base containing such information; and
- (c) making such registrations searchable, and establishing the order, date and time of entry of such registrations in the International Registry data base;

and in the cases of (b) and (c) above, for the purposes of Articles 18 (4) and 19 of the Convention.

### **Court orders**

5.18 The Registrar may make, amend or discharge a registration on the Registry without following the procedures set out elsewhere in this Section 5 if it is ordered to do so by a court of competent jurisdiction in the place where the Registrar has its centre of administration.

## **Section 6 CONFIRMATION AND NOTICE OF REGISTRATION**

6.1 In this Section, the term "registration" includes, where appropriate, an amendment, extension, or discharge of a registration or transfer of the right to consent to the discharge of a registration.

6.2 The International Registry shall send prompt electronic confirmation of a registration to the named parties, the registering person and all other persons entitled to receive notice of that registration under Section 5. The receipt or non-receipt of such confirmation does not imply that the registration has or has not been effected, that fact being determinable solely by means of a priority search.

6.3 When a registration is effected relating to an object, an electronic notice thereof shall be sent to the named parties and registering person of any other registration which has not been discharged relating to that object.

6.4 The confirmation and notice referred to in Sections 6.2 and 6.3, respectively, shall include the registered information specified in Section 5 relating thereto and the file number of the registration.

6.5 Named parties may electronically elect not to receive the notices referred to in Section 6.3. Such elections shall require digital signatures. Accountholders may request not to receive electronic notices in respect of one or more objects of equipment or registrations.

## Section 7 CONSENTS

- 7.1 Where a section of these Regulations states that the consent of a party to a transaction is required to a proposed action on the Registry and the party is an accountholder, the consent is to be provided under an authorisation.
- 7.2 Where a section of these Regulations states that the consent of a party to a transaction is required to a proposed action on the Registry and the party is not an accountholder, the consent is to be provided in accordance with the Procedures.

## Section 8 SEARCHES IN THE INTERNATIONAL REGISTRY

- 8.1 Searches of the International Registry in respect of an object shall be made using only the serial number for that object that is specified in Section 5.1(b)(i).

Such a search may be by means of a priority search or informational search, as set out in Sections 8.2 and 8.3, respectively. A Contracting State search and an accountholder search may also be made, as set out in Sections 8.5 and 8.6, respectively. A search, other than a self-search pursuant to Section 8.7, may be performed by any person who complies with the Procedures, whether or not that searching person has a specific interest. A self-search of a particular accountholder (including any of its controlled entities) may be performed only by the administrator or replacement administrator of the entity in question where that administrator or replacement administrator complies with the Procedures. All searches shall be performed by electronic means.

- 8.2 A “priority search” is a search for registration information using the criterion specified in Section 8.1. Such information is searchable for purposes of Articles 19(2) and (6) of the Convention and Article XVIII(1) of the Protocol.

- 8.3 An “informational search” is a search (other than a priority search) that is based on the criterion specified in Section 8.1 but uses such algorithms as may be provided by the Registry system to produce a list of close matches to the entered search data. The results of an informational search, an “informational search listing”, shall be a list of all such close matches. The facility to perform such an informational search does not make that information searchable for purposes of Articles 19(2) and (6) of the Convention and Article XVIII(1) of the Protocol.

- 8.4 A “priority search certificate” is a certificate issued in response to a priority search. It shall:

- (a) set out the information required by Article 22(2)(a) or (b) of the Convention, as applicable, and comply with Article 22(3) of the Convention;
- (b) if Article 22(2)(a) of the Convention applies, list the registered information in both:
  - (i) chronological order; and
  - (ii) a manner that indicates the transactional history of each registered interest; and
- (c) indicate the current holder of the right to consent to the discharge a registration and set out in chronological order when that right as been transferred and the parties executing such transfer; and

- (d) set out the electronic address of each of the named parties to the registration and of the current holder of the right to consent to the discharge of such registration, such addresses in each case to be based upon the most current contact information provided to the International Registry.

8.5 A “Contracting State search” is a search for all declarations and designations, and withdrawals thereof, made under the Convention and the Protocol by the Contracting State specified in the search. A “Contracting State search certificate” is a certificate issued in response to a Contracting State search. A Contracting State search certificate shall:

- (a) indicate, in chronological order, all declarations and designations, and withdrawals thereof, by the specified Contracting State;
- (b) list the effective date of ratification, acceptance, approval or accession of the Convention and the Protocol, and of each declaration or designation, and withdrawal thereof, by the specified Contracting State; and
- (c) attach, in the electronic form set out in the Procedures, a copy of all instruments deposited by the specified Contracting State relating to items within the scope of Section 8.5(b).

8.6 An “accountholder search” is a search for the accountholder and the accountholder’s contact information. When conducted by an accountholder, the search result shall indicate whether or not such accountholder’s account is active.

8.7 A “self-search” is a search against a particular accountholder that shall return a priority search certificate for each object, or sub-set thereof, in which the accountholder is a named party. The searching party may limit the results by date, entity or as otherwise permitted on the website. An electronic notification will be sent to the relevant back-up contact each time a self-search is initiated.

8.8 Each search certificate and listing shall be issued and made available in electronic form. Upon request, a printed copy of a priority search certificate or Contracting State search certificate shall be provided by the Registrar.

## Section 9 OPERATIONAL COMPLAINTS

9.1 Any person may submit a complaint to the Registrar concerning the operation of the International Registry. If not satisfactorily addressed by the Registrar, that complaint may be further submitted by that person to the Supervisory Authority pursuant to the Procedures. For the purposes of Section 9.1:

- (a) a matter “concerns the operation of the International Registry” when the matter relates to general procedures and policies of the International Registry and does not involve specific adjudication by the Registrar or Supervisory Authority.
- (b) a person making a complaint shall substantiate his/her assertions in writing.

9.2 The Supervisory Authority shall consider complaints and where, on the basis of that consideration, it determines changes in the procedures or policies are appropriate, it shall so instruct the Registrar.

9.3 The Procedures shall set out details relating to the procedure contemplated by Sections 9.1 to 9.4.

## Section 10 CONFIDENTIALITY

Section 1 All information in the International Registry shall be confidential except where it is:

- (a) provided by the Registrar under Section 5.2(e);
- (b) provided by the Registrar in response to a search under Section 8;
- (c) made electronically available to enable registering persons to effect, amend or discharge registrations;
- (d) provided to the Supervisory Authority at the latter's request;
- (e) submitted by the Registrar in court proceedings under Article 44 of the Convention;
- (f) used for the purposes of the statistics required by Section 11, or
- (g) required to be disclosed by applicable law or authorised to be disclosed by the Supervisory Authority.

## Section 11 STATISTICS

11.1 The Registrar shall maintain updated registration statistics and shall publish them in an annual report. This report shall be electronically accessible to any person.

11.2 The registration statistics under Section 11.1 shall consist of:

- (a) transactional volumes and revenues, subdivided, in each case, by registration type and geographic distribution, and
- (b) other compilations of non-confidential information requested by the Supervisory Authority.

## Section 12 ANNUAL REPORT TO THE SUPERVISORY AUTHORITY

12.1 The Registrar shall prepare an annual report, including statistical data referred to in Section 11, and shall submit it to the Supervisory Authority.

## Section 13 RELATIONS WITH THE ENTRY POINTS

13.1 A Contracting State may only designate an entry point in respect of registrations relating to international interests in equipment where the debtor is located within its territory at the time of the registration of the international interest.

13.2 A Contracting State designating an entry point shall notify the Depositary and the Supervisory Authority thereof. The Supervisory Authority shall keep the Registrar informed of such designations, and the Registrar shall maintain a current list thereof that is electronically accessible to users.



13.3 An entry point shall only transmit a registration when the conditions established by it have been satisfied, such conditions to be consistent with the Convention, the Protocol, and these Regulations, and the named parties in that registration are approved transacting user entities. Subject to the receipt by the International Registry of the consent from each party whose consent is required under the Convention, the Protocol and these Regulations, including, if so required, the named parties in the subject registration, a registration transmitted by an entry point shall be effected when received by the International Registry.

13.4 Without prejudice to Section 13.4, the Registrar shall establish arrangements applicable to the electronic transmission of registration information from, or authorised by, entry points to the International Registry and, after consultations with each designated entry point, shall specify the procedures applicable to that entry point. Such arrangements between an entry point and the International Registry shall not impose any additional cost on the International Registry and shall not adversely affect the functioning of the International Registry system or impose a burden on International Registry resources.

#### Section 14 FEES

14.1 The Registrar shall collect a fee prior to undertaking services relating to the International Registry.

14.2 Fees, including fees arising from operations through an entry point, must be paid to the Registrar prior to the requested operation unless otherwise agreed between the Registrar and such entry point.

14.3 Fees shall be established and adjusted by the Supervisory Authority, as required by the Convention and the Protocol.

14.4 Fees shall be collected according to a schedule issued by the Supervisory Authority, which shall state the amount of fees payable for each service.

#### Section 15 LIABILITY AND INSURANCE OF THE REGISTRAR

15.1 For the purposes of Article 28(1) of the Convention, “loss suffered” means loss or damage resulting from an error or omission of the Registrar and its officers and employees or from a malfunction of the international registration system, except as provided for by Article 28 of the Convention, but does not include loss or damage resulting from lack of access to the International Registry as a result of measures referred to in Section 3.3 of these Regulations.

15.2 Any claim against the Registrar under Article 28(1) of the Convention:

- (a) shall be made in writing within the time period applicable under the laws of the State where the International Registry is located;
- (b) shall only be made following consultations between the claimant and the Registrar; and
- (c) if not resolved by such consultations may be pursued by the claimant in accordance with Article 44 of the Convention.

- 15.3 The Procedures shall set out details relating to the procedure contemplated by Section 15.2.
- 15.4 For the purposes of the second sentence of Article XVIII(4) of the Protocol, the liability of the Registrar is determined not to exceed 5 million Special Drawing Rights per event of loss. An event of loss comprises all losses suffered as a result of the same error or omission or malfunction insofar as the losses are compensable under Article 28(1) of the Convention.
- 15.5 For the purposes of Article XVIII(7) of the Protocol, the amount of insurance or financial guarantee shall not be less than 5 million Special Drawing Rights per event of loss. The Registrar is obliged to maintain such coverage through insurance or financial guarantee for the term of its appointment and under such conditions as set by the Supervisory Authority.
- Section 16 PROCEDURES
- 16.1 Procedures addressing items required by these Regulations or otherwise relating to the technical operation and administrative processes of the International Registry shall be established by the Supervisory Authority and shall be complied with by all accountholders, registering persons and searching persons.
- 16.2 Without restricting their content, the Procedures shall set out the technical and administrative processes for:
- (a) effecting, amending and discharging registrations and making and obtaining copies of searches; and
  - (b) obtaining the approvals and authorisations required to access the International Registry.
- Section 17 PUBLICATION
- 17.1 The authentic version of these Regulations and the Procedures shall be published in an official publication of the Supervisory Authority.
- 17.2 The Registrar shall make an electronic version of the authentic texts referred to in Section 17.1, as may be amended as contemplated by Section 18, available to the public at no cost.
- 17.3 Copyright in all documents published and information displayed on the website of the International Registry or published by the Supervisory Authority, and the domain of the website of the International Registry as identified by the Supervisory Authority in writing shall belong to the Supervisory Authority. The contents of this Section 17.3 shall be prominently displayed by the International Registry on its website.
- 17.4 Section 17.3 shall apply analogously to any other business or social media or applications used by the International Registry for effecting and searching registrations under the Convention and the Protocol.

**Section 18 NOTIFICATIONS**

**Section 2** The Registrar may notify an accountholder, by email to the current email address provided for the accountholder’s administrator, of any matters affecting the International Registry. Any such notification shall be presumed to have been received 24 hours after it was sent.

**Section 19 AMENDMENTS**

19.1 Requests for amendments to these Regulations or the Procedures may be submitted by the Registrar to the Supervisory Authority, which shall consider such proposed amendments.

19.2 The authentic version of any amendments to these Regulations or the Procedures approved by the Supervisory Authority shall be published in an official publication of the Supervisory Authority.

19.3 The validity and priority of, and other rights and interests appurtenant to, a registration made in conformity with the Regulations and the Procedures as in effect at the time of such registration, and taking into account the functional capabilities of the International Registry at such time, shall not be affected by any subsequent change to such Regulations, Procedures or capabilities of the International Registry, and the provision of a facility that allows the parties to a registration to amend or otherwise modify a registration in order to conform to such changes shall not be construed as implying any obligation to effect any such amendment or modification.

19.4 The validity of any action taken by the Registrar in conformity with the Regulations and the Procedures as in effect at the time of such action, shall not be affected by any subsequent change to such Regulations or Procedures.

**Section 20 EFFECTIVE DATES**

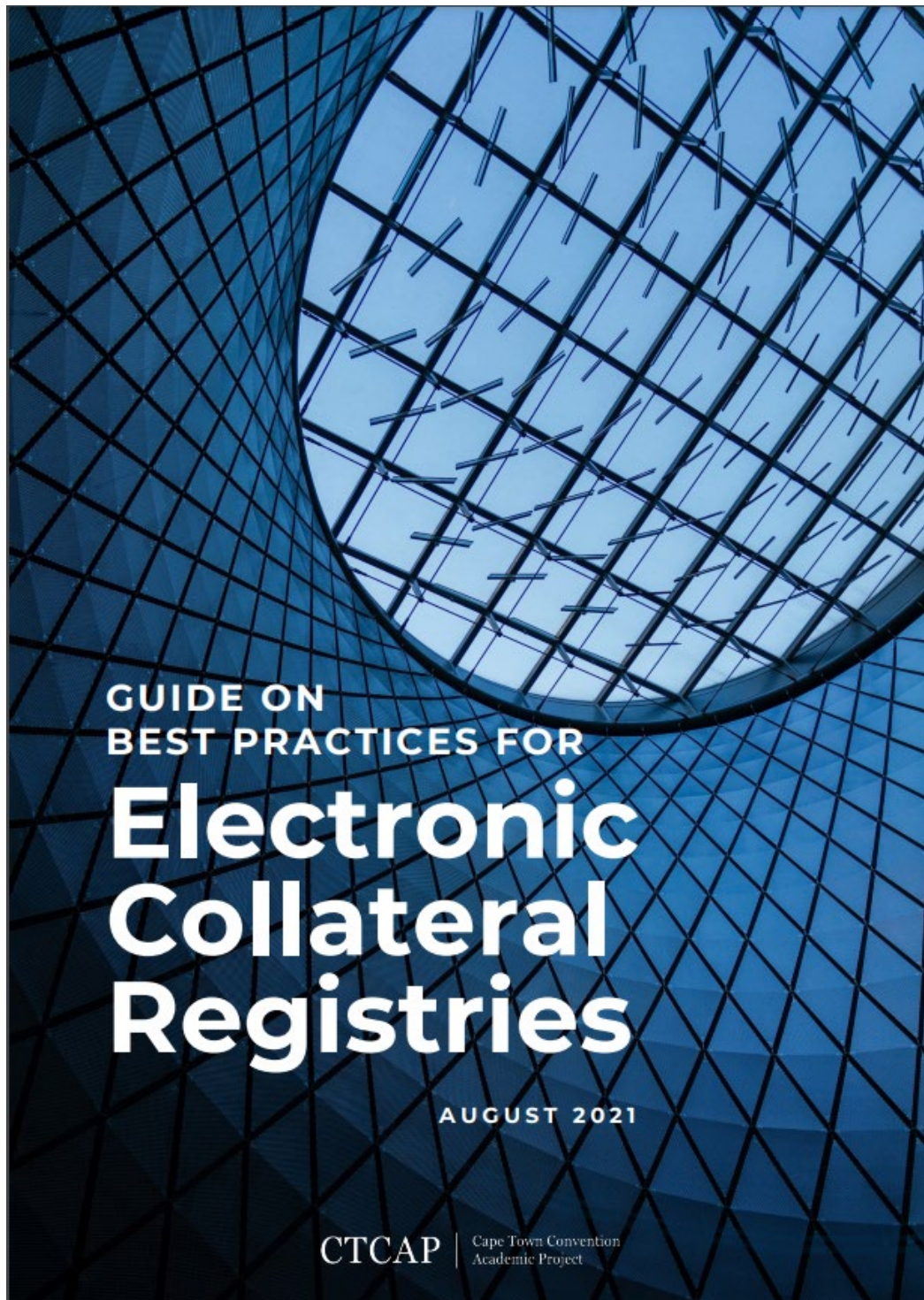
The present Regulations and the initial Procedures shall take effect on the date the Protocol enters into force. Any amendments to these Regulations or the Procedures shall take effect one calendar month after the date of their publication unless otherwise determined by the Supervisory Authority.

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## ANNEX 6

**GUIDE ON BEST PRACTICES TO BE FOLLOWED IN THE DESIGN AND OPERATION  
OF AN ELECTRONIC COLLATERAL REGISTRY**

A Guide on Best Practices for Electronic Collateral Registries for reference can be downloaded at the following link: <https://ctcap.org/wp-content/uploads/2021/09/BPER-Guide-9-September-Web-Copy.pdf>



**APPENDIX A****FORM 1 – IDENTIFICATION OF THE TENDERER**

(Each tenderer, including subcontractor(s) and member of a consortium or grouping, must complete and sign this identification form)

**Invitation to offer for selection of the Registrar for the MAC Protocol  
(Additional documents may be annexed for clarification)**

**The tenderers shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.**

**Date: [insert date (as day, month and year) of Bid submission]**

<b>Identity</b>	
Name of the Tenderer/Consortium or Group Member/Subcontractor	
Legal status of the Tenderer/Consortium or Group Member/Subcontractor	
For members of Consortia/Groups: Function within the consortium/group and level of control/decision making powers	
Date of registration	
Country of registration	
Does your State support your proposal?	(If yes, provide a letter from the State in support of your proposal)
Registration number	
VAT number	
For natural persons: Description of statutory social security cover (at the level of the country of registration) and non-statutory cover (supplementary professional indemnity insurance)	
<b>Address</b>	
Address of registered office of Tenderer/Consortium or Group Member/Subcontractor	

Where appropriate, administrative address of Tenderer/Consortium or Group Member/Subcontractor for the purpose of this RFP	
<b>Tenderer's Authorised Representative Information</b>	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the Tenderer/Consortium or Group Member/Subcontractor who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>22</sup></b>  I, the undersigned, certify that the information given in this offer is correct and that the offer is valid.	
Surname: First name:	Signature (and Stamp):
Please attach the following documents as appropriate (please tick whichever documents your attach): - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. - In case of consortium, letter of intent to form the consortium or agreement.. - In case of state-owned enterprise or institution, establishing: • Legal and financial autonomy • Operation under commercial law  - The organisational chart, a list of Board of Directors, and the beneficial ownership.	

<sup>22</sup> This person must be included in the list of legal representatives; otherwise the signature on the offer will be invalidated.

**FORM 2 – TENDERER ELIGIBILITY****Invitation to offer for selection of the Registrar for the MAC Protocol**

(Each tenderer and member of a consortium/grouping, must complete and sign this table of answers)

Some or all of these answers may impact a tenderer's eligibility to participate in this process

State the number of years your business has been in operation for:	___ Years
Has your organisation implemented similar software solution over the past 3-5 years in accordance with international best practice standards.	Yes___/No___ If yes, provide two customer references for similar solution/s using the Form 6 template.
Has your firm/organisation ever filed or petitioned for bankruptcy?	Yes ___/No___  If yes, provide the facts of the case, filing date, and status.
Has your firm/organisation or any of your subcontractors* been terminated for non-performance on a contract in the last 5 years?	Yes ___ No _____  If yes, please describe in detail in a separate sheet, as necessary.
Does your firm/organisation have any pending legal actions which could impact your performance under any resulting contract with the Preparatory Commission?	Confirm  Yes, we do have pending legal action _____  No, we do not have any pending legal action _____
Has your firm/organisation of any of your subcontractors been suspended or debarred by any government, a UN agency or other international organisation?	Confirm  Yes, we have been suspended/debarred _____  No, we have no suspensions or debarments _____  If YES, provide details, including date of reinstatement, if applicable. Attach additional sheets, as necessary.
Officials not to benefit: Confirm that no official/s of the Preparatory Commission or official/s of its Member States has received or will be offered by your organisation or your subcontractors, any direct or indirect benefit arising from this solicitation or any resulting contract.	Yes, we confirm that no official has or will benefit _____  No, we are not able to confirm _____

Confirm that your firm/organisation, your proposed key personnel and your subcontractors are not engaged in any activity that would put your firm/organisation, if selected for this assignment, in a conflict of interest with any member or Member State of the Preparatory Commission.	Yes, we confirm no conflict of interest _____ No, we are unable to confirm _____
Confirm that your firm/organisation and your subcontractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, specifications and / or other documents used as a part of this solicitation.	Confirm Yes, we have been involved No, we have not been involved _____
Please confirm that your firm/organisation has the financial capacity to complete this assignment	Yes, we confirm that we meet these requirements _____  Complete the table below and submit a complete set of audited financials for the previous two fiscal years that demonstrates you have the financial capability to successfully support the entire contract.

<b>Balance Sheet Items</b>	
* Total Current Assets	
* Total Assets	
* Total Current Liabilities	
* Total Liabilities	
* Retained Earnings/Accum. Deficit	
* Total Shareholder's Equity	
<b>Income Statement Items</b>	
* Income Before Tax	
* Interest Expense (Income). Net Operating +	
* Interest Income (Expense). Net Non-Operating -	

<b>Capability Assessment</b>	
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Provide a brief description of the Company, including strategy, mission and vision and list of products and services your Company is offering, areas of business and permanent staff employed, number of years the Company has been in business, countries of operation and history with the implementation of similar projects.

(1-2 Pages)

**Tenderer's Response:**



Describe your Company's experience in providing similar services and project complexity as stated in this RFP. Please focus on experience in working with multilateral organisations or in international contexts and highlight any challenges faced through the planning, build, implementation, and/or operating phases.

(3-4 paragraphs)

***Tenderer's Response:***

Briefly explain your understanding of the objectives of the assignment and identify major challenges and how you would overcome these challenges.

(3-4 paragraphs)

***Tenderer's Response:***

Describe proposed methodology (including project management methodology) in meeting the requirements of each phase identified in the SOR. For each phase, identify your methodology and any challenges you envision. Describe any change you deem necessary for the timely and successful implementation of all requirements set out in this RFP. If identified, please describe options for possible shortening of the implementation period and implementation plan without losing on the quality.

(1-2 paragraphs per phase)

***Tenderer's Response:***

Please identify any risks and propose mitigation plans for successful implementation of the requested Registry based on your experience from previous projects.

(1-2 paragraphs)

***Tenderer's Response:***

Please describe how you would address additional (new) requirements that arise during the project implementation (that are not described and included in this RFP).

(1-2 paragraphs)

***Tenderer's Response:***

Provide a team structure and attach copies of the CV or Resumes of key personnel who will be responsible for building and implementing the registry. Use Form 7 for the CV/Resume

***Tenderer's Response:***

Provide a team structure and attach copies of the CV or Resumes of key personnel who will be responsible for managing and operating the registry.

***Tenderer's Response:***

Describe your plan for Quality Assurance to ensure a high standard of delivery, confidentiality and security and to demonstrate adequate procedures and methods for administration and control of contract goods and services requirements.

(2-3 paragraphs)

**Tenderer's Response:**

Please indicate the jurisdiction of the centre of administration for the proposed Registry and explain whether the jurisdiction of the centre of administration of your proposed Registry will provide adequate access to justice regarding civil litigation that might arise in relation to the operation of the Registry. Where possible, please reference relevant global indices, case law, or other material to support your response.

(3-4 paragraphs)

**Tenderer's Response:**

*\*Subcontractor(s) – means any person, firm or organisation that has entered into a subcontract with the firm/organisation or any of the firm's subcontractors to perform part of the services in the solicitation. The term includes consultant(s) who work in the capacity of a subcontractor.*

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ (Position/Title) of \_\_\_\_\_ (your firm/organisation's name). By signing the Proposal submitted for and on behalf of \_\_\_\_\_ (your firm/organisation's name) I also certify that all information stated here and in the Proposal is accurate and true and that signing the Proposal is within the scope of my powers as \_\_\_\_\_ (Position/Title).

\_\_\_\_\_  
(Firm/Organisation Name)

\_\_\_\_\_  
(Signature)

(Seal)

\_\_\_\_\_  
(Printed Name and Title)

(Date)

**PLEASE ATTACH WITH CLEAR REFERENCE TO THIS ANNEX:**

- a full copy of the **tenderer's (including consortium/group members') annual accounts** (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable,
- a statement of general turnover and specific turnover relating to the relevant services of the **last three years**, as approved by the competent body of the company and, where applicable, audited and/or published.

If, for some exceptional reason which the Preparatory Commission considers justified, a tenderer is unable to provide one or other of the above documents, the tenderer may prove its economic and

financial capacity by any other document which the Preparatory Commission considers appropriate. In any case, the Preparatory Commission must at least be notified of the exceptional reason and its justification in the offer. The Preparatory Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity

**FORM 3 - QUALITATIVE RESPONSES AGAINST THE TECHNICAL REQUIREMENTS****Executive Summary**

1. Please provide an executive summary of the proposed system. Limit response to one A4 size page.
2. Please provide a description of the proposed Registrar's business operating model. Limit response to three A4 size page.

**Phase 1 – Design**

3. Please provide a description of your methodology for conducting design workshops. This response should propose the number of workshops required and the activities to be undertaken in those workshops. Limit response to one A4 size page.

**Phase 2 – Build, Integrate, Test and Implement**

4. Please provide illustrations or examples demonstrating how your system can be integrated with other external systems, including, but not limited to, allowing users from some countries access to the a system from their own access points. Limit response to one A4 size page.

**Phase 3 – Host, Operate and Maintain**

5. Please provide illustrations or examples demonstrating your ability to meet the availability, volume and performance required, as referenced in Part 2 of the Technical Requirements, paragraph 29. Limit response to one A4 size page.
6. Please provide illustrations or examples of your Service Management capability, including Help Desk capability. This should include processes and resource volumes demonstrating your communication, management and resolution of operating issues, including management of both scheduled and unscheduled system outages. Limit response to one A4 size page.

**Additional Services**

7. It is anticipated that the system may be enhanced with new features and methods to ensure that process and controls can be adapted to suit to best practices available or manage emerging risks. Please provide a description of how your proposed system is flexible and adaptable so that it can evolve with future innovation and changes in policies, rules, and processes. Limit response to one A4 size page.
8. Please provide a description of the methodology used to scope, design, quote, build and deliver future changes. This extends to the processes and resources demonstrating release management capability. Limit response to one A4 size page.

**FORM 4 - RESPONSES AGAINST THE FUNCTIONAL AND NON-FUNCTIONAL  
TECHNICAL REQUIREMENTS**

**(TO BE FILLED AS AN EXCEL SPREADSHEET AVAILABLE SEPARATELY)**

**FORM 5 - RESPONSES AGAINST THE KEY CONTRACT TERMS AND CONDITIONS****(TO BE FILLED AS AN EXCEL SPREADSHEET AVAILABLE SEPARATELY)**

**FORM 6 - REFERENCE FORMAT**

Name of Organisation and Address which can be contacted for a reference:	
Name and Title of Point of Contact at the organisation: (provide 2)	
Telephone Number:	
Email Address:	
Period of Performance:	
Location of where project services were performed:	
Reasons for Termination (if applicable):	
Description of Services and their relevance to the requirements under this RFP: (max 1 A4 size page)	

**FORM 7 - RESUME FORMAT**

<b>Name of Personnel:</b>	
<b>Title:</b>	
<b>Years with Firm:</b>	<b>Country/City of Residency:</b>
<b>Education/Qualifications:</b> (Summarise college/university and other specialised education of staff member, giving names of schools, dates attended and degrees, certification, professional qualifications obtained.)	
<b>Employment Record:</b> (Starting with present position, list in reverse order, relevant employment experience. For the last ten (10) years, give dates, names of employing organisation, title of positions held and location of employment.)	
<b>Experience:</b> (For experience in last five (5) years, detail the types of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.)	

I, the undersigned, certify to the best of my knowledge and belief, this bio data is accurate and confirms my availability.

\_\_\_\_\_  
Signature of Personnel or Firm Representative

\_\_\_\_\_  
Date (Month/ Day/Year)



**FORM 8 - DECLARATION**

The Financial Proposal is herewith submitted in accordance with the requirements given in the Request for Proposal.

The completed Form 9 constitutes Tenderer's Financial Proposal and fully responds to the Request for Proposal.

In compliance with this RFP the undersigned, proposes to undertake all the obligations associated with the design, establishment, and operation of the Registry as indicated in the RFP.

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*Name of Tenderer*

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*Name of Authorised Representative*

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*Signature*

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*Date*

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*Address*

---

*Telephone No.*

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*Fax No.*

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*Email address*

**FORM 9 - EXPECTED BUILD AND OPERATION COSTS****(TO BE FILLED AS AN EXCEL SPREADSHEET AVAILABLE SEPARATELY)**