

CMR and eCMR

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Overview

1. Introduction to the CMR
2. Introduction to eCMR additional protocol
3. eCMR contracting parties
4. eCMR key provisions
5. Benefits of accession
6. Costs of accession
7. General reflections from eCMR pilots

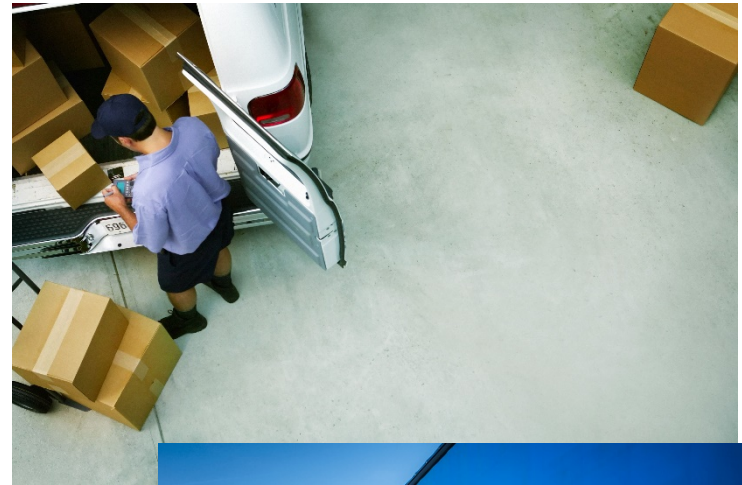
Convention on the Contract for the International Carriage of Goods by Road (CMR) (1956) and the Additional Protocol to CMR concerning the electronic consignment note (2008)

Objectives

- To facilitate international road transport

... through a commonly agreed transport contract, including contract document and liabilities.

A consignment note is proof of the carriage contract between sender and carrier and is valid in a court of law.



CMR

Contracting Parties



58 Contracting Parties*

- Open to States members of UNECE and those who qualify per paragraphs 8 and 11 of ToR of the Commission



1956 CMR

Key Provisions

- Defines contract conditions
 - The contract document: the Consignment Note
 - The conclusion and performance of the contract of carriage
- Fixes carrier's liability limits in case of total or partial loss of goods or delay
- Sets the framework for claims and actions

Photo credit: IRU

1. Expéditeur / Expéditeur City for sender		LETTRE DE NOTIFICATION INTERNATIONALE (CMR) INTERNATIONAL CONSIGNMENT NOTE		No 240302	
1. Expéditeur (nom, adresse, pays) Sender (name, address, country)		6. Transporteur (nom, adresse, pays, adresse télé) Carrier (name, address, country, other addresses)			
2. Destinataire (nom, adresse, pays) Consignee (name, address, country)		7. Transporteur successeur / Successive carriers Nom / Name Adresse / Address Pays / Country Région administrative Postal and Administrative Code		Signature	
3. Prix en charge de la marchandise / Freight over the goods Libra / Pounds		4. Abandonné observations du transporteur sur le prix en charge de la marchandise Carrier's observations on freight over the goods			
4. Libres / Carriers / Type of animal Pays / Place Heure de départ / Time of departure					
5. Indications du transporteur Carrier's instructions		8. Documents remis au transporteur par l'expéditeur Documents handed to the carrier by the sender			
10. Poids et nombre Weight and No.		11. Nombre de colis Number of packages		12. Poids et emballage Weight and packing	
13. Nature de la marchandise Nature of the goods		14. Poids brut, kg Gross weight in kg		15. Coûtage en \$ Rates in \$	
16. Numéro CMR CMR Number		17. Non coté / Not used Non coté / Not used		18. Nombre d'écoules Label Number	
19. Groupe d'emballage Packaging Group		20. Frais de transport Freight charges		21. Frais accessoires / Supplementary charges	
22. Droits de douane / Customs duties		23. Autres frais / Other charges		24. Retenu au départ Cash on-delivery	
25. Ce transport est soumis, notwithstanding any clause to the contrary, to the Convention relative au contrat de transport international de marchandises par route (CMR) This carriage is subject, notwithstanding any clause to the contrary, to the Convention on the Contract for the International Carriage of Goods by Road (CMR)					
26. Date / Date		27. Libres / Carriers		28. Membres signés / Documents signed Date / Date Time of departure	
29. Signature ou timbre de l'expéditeur Signature or stamp of the sender		30. Signature ou timbre du transporteur Signature or stamp of the carrier		31. Signature et timbre du destinataire Signature and stamp of the consignee	
Partie non contractuelle réservée au transporteur / Non-contractual part reserved for the carrier					

Eleven mandatory particulars of a consignment note



1. Date of the consignment note and the place at which it is made out
2. Name and address of the sender
3. Name and address of the carrier
4. Place and date of taking over of the goods and the place designated for delivery
5. Name and address of the consignee
6. Description in common use of the nature of the goods and the method of packing, and in case of dangerous goods, their generally recognized description
7. Number of packages and their special marks and numbers
8. Gross weight of the goods or their quantity otherwise expressed
9. Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery)
10. Requisite instructions for Customs and other formalities
11. A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention

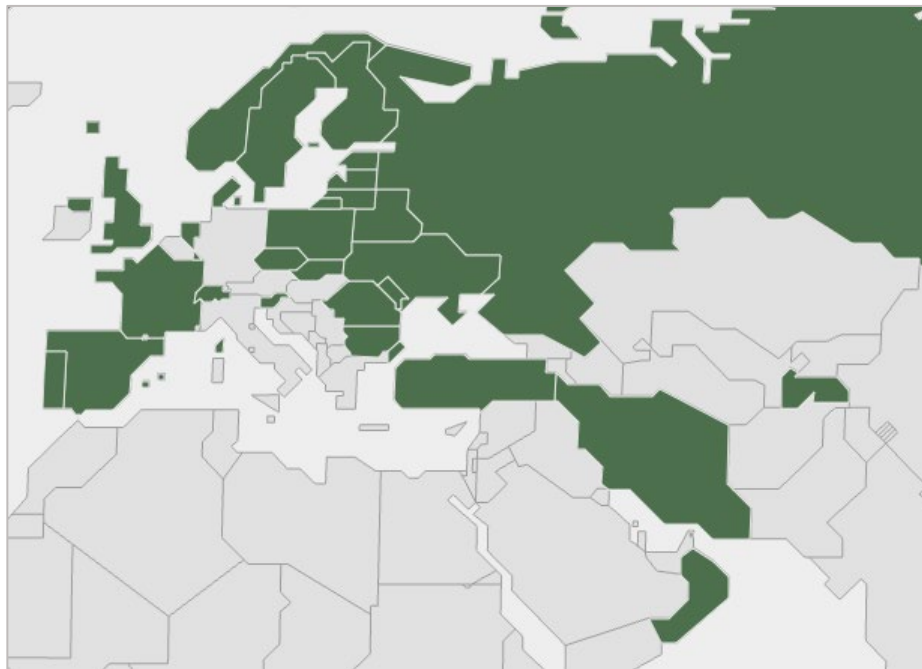
2008 e-CMR

Objective

The 2008 Additional Protocol to the CMR (e-CMR) is the legal instrument which seeks to “modernize” the current system of paper consignment notes to electronic format.



e-CMR Contracting Parties



29 Contracting Parties as at today:

Belarus, Bulgaria, Czechia, Denmark, Estonia, Finland, France, Iran (Islamic Republic of), Latvia, Lithuania, Luxembourg, Netherlands, Norway, Oman, Poland, Portugal, Republic of Moldova, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tajikistan, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, Uzbekistan.

Explanatory memorandum to the e-CMR

The object of the additional Protocol to the CMR is therefore to authorise, for road transport, in the model of other existing conventions in the field of transport, the electronic consignment note by means of processes used for the recording and electronic processing of data.

However, it is essential that in legally contractual relations the best conditions for the protection and security of documents are offered to operators:

- the inalterability of the message, without the agreement of the parties, but also the possibility to change if there is agreement;
- understanding and acceptance of the message by the consignee;
- identification of the parties and security of the authentication of their signatures.

Operationalizing the e-CMR

(1) Data integrity (2) Agreement on procedures and implementation

- **Authentication of the e-CMR (art.3)**
 - ‘Reliable electronic signature’
- **Conditions for the establishment of the e-CMR (art.4)**
 - ‘procedure... shall ensure integrity of the particulars... from the time when it was first generated...make it possible to detect ..any supplement or amendment...’
- **Implementation of the e-CMR (art.5)**
 - ‘parties interested in the performance of the contract of carriage shall agree on the procedures and their implementation...’

Implementation of the e-CMR

Per art. 5 para 1 of the e-CMR, sender, carrier and consignee have to agree on the following items:

1. Method for the issuance and delivery of the e-CMR to the entitled party
2. Assurance that the e-CMR retains its integrity
3. Manner in which the party entitled to the rights arising out of the e-CMR is able to demonstrate that entitlement
4. Way in which confirmation is given that delivery to the consignee has been effected
5. Procedures for supplementing or amending the e-CMR
6. Procedures for the possible replacement of the e-CMR by a consignment note issued by different means

Benefits of accession

- Time savings and reductions in administrative costs
- Facilitation of transport processes
- Access to information in real time
- Enhanced health and safety
- Reduction in paper consumption
- Trade and innovation spillovers

Costs of accession

- For businesses/industry: design, implementation and maintenance costs
- (Potentially for authorities: design, implementation and maintenance costs)

Reflections from e-CMR pilots

- Changing from paper-based to electronic consignment notes reduces administrative costs, saves time and gives rise to business efficiencies, among other benefits
- Pilot projects have been performed towards the operationalization of e-CMR
- E-CMR has the scope to be part of a multimodal electronic transport document in the ultimate future

Thank you

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