



С ПОДЛИННЫМ ВЕРНО:

Юрист
Комитета ОСЖД

С. Цар

DRAFT
Wording as agreed on 20 March 2015,
amended

CONVENTION ON INTERNATIONAL THROUGH RAILWAY TRAFFIC

The Governments of the States, hereinafter referred to as the 'Contracting Parties',
Recognising the importance of developing international railway traffic,
Stressing the need to create a common railway transport space in the Eurasian region,
Promoting an increase in the competitiveness of transcontinental railway routes,
Have agreed as follows:

PART I GENERAL PROVISIONS

SECTION 1 ORGANISATION FOR COOPERATION BETWEEN RAILWAYS

Article 1 Intergovernmental organisation

The Contracting Parties, having signed this Convention, shall convert the Organisation for Cooperation between Railways (hereinafter referred to as 'the OSJD') into an international intergovernmental organisation, in which they will continue their activity on the basis of this Convention.

Article 2 Legal capacity of the OSJD

1. The OSJD shall be a subject of international law and shall have international legal capacity. It shall enjoy, on the territory of the State of each Contracting Party, such legal capacity as is necessary to achieve its goals.
2. The OSJD shall be a legal person and may, in particular:
 - 2.1. enter into contracts required for carrying out its work;
 - 2.2. acquire, lease and dispose of movable and immovable assets;
 - 2.3. open bank accounts and effect transactions with monetary assets in any currency;
 - 2.4. act as plaintiff or defendant in legal proceedings.

Wording as agreed on 20 March 2015, amended

Article 3

Relationship to subjects of international law and other organisations and associations

1. The OSJD will be brought into relationship with the United Nations Organisation in accordance with Article 57 of the Charter of the United Nations, as a specialised agency for the regulatory control of rail transport activity. This relationship will be effected through an agreement with the United Nations Organisation in accordance with Article 63 of the Charter of the United Nations.
2. The OSJD may, in matters within its remit, cooperate with States and regional economic integration organisations and with other international organisations whose interests and activity are relevant to the aims of the OSJD.
3. The OSJD may, in matters relating to its areas of activity, make suitable arrangements for consultation and cooperation with international organisations and associations.

Article 4

Abbreviated name

The official abbreviated names of the Organisation for Cooperation between Railways are:

in Russian – ОСЖД;

in Chinese – 铁组

in Latin transcription – OSJD.

SECTION 2

AIMS AND PRINCIPLES

AREAS OF ACTIVITY

Article 5

Aims of the OSJD

The OSJD's aims are to create conditions for the development of cooperation in the field of rail transport; the creation of a single rail transport space in the Eurasian region; the improvement of the competitiveness of transcontinental railway routes; and the organisation of international through traffic.

Article 6

Principles governing activity

The OSJD shall operate on the basis of strict respect for the independence, voluntary participation and equality of rights and obligations of the Contracting Parties.

Article 7
Areas of activity

The OSJD's areas of activity are:

- 1) shaping the areas of transport policy in the field of international carriage by rail, working out a strategy for the development of rail transport;
- 2) developing and improving international law in the field of carriage by rail and in the field of facilitation of border crossing by rail transport;
- 3) administering this Convention and international treaties concluded within the framework of the OSJD in connection with international carriage by rail;
- 4) developing Euro-Asian Transport Links;
- 5) developing and improving international carriage by rail, including carriage involving the use of other transport modes;
- 6) cooperating on the issues relating to economic, informational, scientific and technical aspects of rail transport;
- 7) cooperating in the field of operation of vehicles and railway infrastructure, on technical and operational issues related to the further development and organisation of international carriage by rail;
- 8) cooperating with international organisations in the field of rail transport;
- 9) establishing principles governing the organisation of financial settlements between and among railway companies (organisations) for international carriage by rail and services associated therewith.

SECTION 3
ANNEXES TO THIS CONVENTION

Article 8
General Provisions regulating international through railway traffic

1. If no reservations have been submitted in accordance with Article 72 of this Convention, mandatory rules for international railway traffic shall be established by:
 - 1.1. General Provisions on the Contract of Carriage of Goods in International Traffic (Annex 1 to this Convention);
 - 1.2. General Provisions on the Contract of Carriage of Passengers in International Traffic (Annex 2 to this Convention);

- 1.3. General Provisions on the Carriage of Dangerous Goods in International Traffic (Annex 3 to this Convention);
 - 1.4. General Provisions on Railway Infrastructure in International Traffic (Annex 4 to this Convention);
 - 1.5. General Provisions on Railway Rolling Stock in International Traffic (Annex 5 to this Convention);
 - 1.6. General Provisions on Use of Freight Wagons in International Traffic (Annex 6 to this Convention);
 - 1.7. General Provisions on Use of Passenger Coaches in International Traffic (Annex 7 to this Convention).
2. The Annexes referred to in paragraph 1 of this Article shall form an integral part of this Convention.

Wording as agreed on 20 March 2015, amended

PART 2
STRUCTURE OF THE ORGANISATION

SECTION 4
GENERAL PROVISIONS

Article 9
OSJD Members

The membership of the OSJD shall comprise the Contracting Parties, as well as the governments of the States and regional organisations for economic integration that have acceded to this Convention in the manner provided by Articles 61 and 62 of this Convention.

Article 10
Railway companies

Railway companies (organisations) under any form of ownership which are registered and operate in the territory of an OSJD Member State, are engaged in international transport and/or possess (manage) railway infrastructure used to implement the said transport operations, or associations (holdings, etc.) of such railway companies directing and/or managing them, may take part in the work of the OSJD.

Article 11
Observer at the OSJD
Associated Enterprises of the OSJD

1. The Ministers Conference may grant the government of a third State, sharing the aims and principles of the OSJD's activity and being interested in any areas of the OSJD's activity, the status of Observer at the OSJD in the Ministers Conference in accordance with an official written application addressed to the Chairman of OSJD Committee.

In the Ministers Conference, an Observer at the OSJD shall have the right to:

- 1.1. participate, with a consultative vote, in the work of the Commission on Transport Policy and Development Strategy and the Commission on Transport Law;
- 1.2. participate, without the right to vote, in the consideration of items on the agenda of sessions of the Ministers Conference.

2. The Assembly of Railway Companies may grant a railway company (organisation) of a third State, being a carrier engaged in international traffic and/or an infrastructure manager, or an association (holding, etc.) of such companies, sharing the aims and principles of the OSJD's activity and being interested in any areas of the OSJD's activity, the status of Observer at the OSJD in the Assembly of Railway Companies in accordance with an official written application addressed to the Chairman of OSJD

Committee.

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In the Assembly of Railway Companies, an Observer at the OSJD shall be entitled to:

- 2.1. participate, in a consultative capacity, in the work of the Commission on Freight Traffic, the Commission on Passenger Traffic, the Commission on Infrastructure and Rolling Stock, the Commission on Coding and Informatics and the Commission on Finance and Accounting;
- 2.2. participate, without the right to vote, in the consideration of items on the agenda of meetings of the Assembly of Railway Companies.

3. The procedure for exercising the rights set forth in paragraphs 1 and 2 of this Article and for fulfilling the obligations arising out of this Convention shall be determined by an agreement to be concluded between the Observer and OSJD Committee.

Observers at the OSJD shall participate in the activity of the OSJD individually.

4. The Assembly of Railway Companies may grant a commercial organisation or association whose activity coincides with the aims and principles of the OSJD the status of Associated Enterprise of the OSJD in accordance with an official written application addressed to the Chairman of OSJD Committee.

An Associated Enterprise of the OSJD shall have the right to:

- 4.1. participate, in a consultative capacity, in the work of the Commission on Freight Traffic, the Commission on Passenger Traffic, the Commission on Infrastructure and Rolling Stock, the Commission on Coding and Informatics and the Commission on Finance and Accounting;
- 4.2. participate, without the right to vote, in the consideration of items on the agenda of meetings of the Assembly of Railway Companies.

5. The procedure for exercising the rights set forth in paragraph 4 of this Article and for fulfilling the obligations arising out of this Convention shall be determined by an agreement to be concluded between the Associated Enterprise and OSJD Committee.

Associated Enterprises of the OSJD shall participate in the activity of the OSJD individually or collectively.

Article 12
OSJD bodies

1. The bodies of the OSJD are:

- 1.1. the Ministers Conference;
- 1.2. the Assembly of Railway Companies;
- 1.3. the Audit Commission;
- 1.4. meetings of plenipotentiary representatives;
- 1.5. OSJD Committee;
- 1.6. the OSJD Commissions;

- 1.7. other bodies established by decision of the Ministers Conference or the Assembly of Railway Companies.
2. The functions and working procedure of the bodies referred to in paragraph 1 of this Article shall be governed by this Convention, except for subparagraph 1.7. The functions and procedure of the bodies referred to in subparagraph 1.7 of paragraph 1 of this Article shall be determined by decisions or individual regulations approved by the Ministers Conference or the Assembly of Railway Companies.

SECTION 5 THE MINISTERS CONFERENCE

Article 13 General provisions concerning the Ministers Conference

1. The Ministers Conference shall be the highest governing body of the OSJD.
2. The heads of the plenipotentiary bodies of the OSJD Members who are designated by the OSJD Members shall become members of the Ministers Conference, and shall notify the Depository of this Convention thereof.
3. Decisions of the Ministers Conference shall be adopted at a session of the Ministers Conference (hereinafter 'session') and shall be binding on the OSJD Members, save where an OSJD Member has submitted the reservation provided for in paragraph 4 of this Article.
4. An OSJD Member may declare the decisions inapplicable where the implementation of the decisions conflicts with obligations under international treaties to which the OSJD Member is party, except for the decisions to be adopted in accordance with subparagraph 1.11 of paragraph 1 of Article 14 and paragraph 1 of Articles 44, 63 and 64 of this Convention.

Article 14 Remit of the Ministers Conference

1. The remit of the Ministers Conference shall include the following:
 - 1.1. considering and adopting decisions in the OSJD's areas of activity mentioned in paragraphs 1, 2, 3 (except for administration relating to contracts concluded within the OSJD by railway companies (organisations)), 4 and 8 of Article 7 of this Convention;
 - 1.2. approving the summary Annual Report and Work Programme of the OSJD for the areas of activity within its remit;
 - 1.3. approving the OSJD's budget, the Procedure for the planning, accounting and reporting of revenue and expenditure in the OSJD's budget, and determining the amount of membership dues;
 - 1.4. approving the manning table of OSJD Committee;
 - 1.5. approving the composition and report of the OSJD Audit Commission;

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- 1.6. considering and adopting decisions to temporarily suspend OSJD Members from participating in the OSJD's activity in accordance with the procedure provided for in Article 63 of this Convention;
 - 1.7. considering and adopting decisions to exclude OSJD Members from the OSJD in accordance with the procedure provided for in Article 64 of this Convention;
 - 1.8. considering and adopting decisions to grant, suspend or cancel the status of Observer at the OSJD in the Ministers Conference;
 - 1.9. considering and adopting decisions relating to the creation of the bodies provided for in subparagraphs 1.6 and 1.7 of paragraph 1 of Article 12 of this Convention, and to matters concerning the organisation of their work;
 - 1.10. approving the distribution of posts in OSJD Committee;
 - 1.11. considering and adopting decisions relating to amendments and additions to this Convention;
 - 1.12. adopting decisions to accept as Members of the OSJD in the cases mentioned in paragraph 4 of Article 61 of this Convention;
 - 1.13. approving and amending the rules arising out of this Convention;
 - 1.14. adopting decisions to create a uniform system of technical regulation as a set of specifications for railway rolling stock and a mechanism for assessing conformity with such specifications;
 - 1.15. coordinating the work of the OSJD Commissions referred to in paragraphs 6 and 7 of Article 31 of this Convention;
 - 1.16. adopting decisions to conclude agreements on cooperation with international intergovernmental and non-governmental organisations relating to areas of the OSJD's activity within the remit of the Ministers Conference.
 - 1.17. adopting decisions on the matters referred to in Article 44 of this Convention;
 - 1.18. considering and adopting decisions on other matters arising out of this Convention, except for the matters relating to the remit of the Assembly of Railway Companies;
2. The Ministers Conference shall adopt the rules of procedure for a session, elect the working bodies and adopt decisions on organisational and administrative matters within its remit.

Article 15
Session of the Ministers Conference

1. A session shall be quorate if it is attended by not less than two-thirds of the plenipotentiary bodies of the OSJD Members.
2. The voting at a session shall be held in accordance with Article 36 of this Convention.

3. The decisions of a session shall enter into force on the date of signature of the minutes of the session, save where another date is specified in them or in this Convention.

**SECTION 6
THE ASSEMBLY
OF RAILWAY COMPANIES**

Article 16

General Provisions concerning the Assembly of Railway Companies

1. The Assembly of Railway Companies (hereinafter 'Assembly') shall be a governing body of the OSJD, representing the interests of railway companies (organisations) and shall carry out work within its remit on the basis of the provisions of this Convention.
2. The Assembly participants shall be railway companies (organisations) or their national associations that have expressed a desire to participate in the Assembly and which meet the requirements set out in this Convention. The plenipotentiary body of an OSJD Member shall inform OSJD Committee as to the composition of its Assembly participants and as to the participant with the right to vote on behalf of their State. The criteria for selection shall be established separately within each State.
3. The number of Assembly participants shall be unlimited.
4. The Assembly participants shall be represented at the Assembly meetings by their heads or persons authorised by them.
5. The decisions of the Assembly shall be binding on the Assembly participants if they adopt them. Otherwise, these acts shall be of a recommendatory nature.

Article 17

Remit of the Assembly

1. The remit of the Assembly shall include the following:
 - 1.1. considering, agreeing and presenting to a session proposals prepared by OSJD working bodies for amendments and additions to the rules and regulations arising out of the provisions of this Convention;
 - 1.2. participating in the areas of the OSJD's activity referred to in paragraphs 3, 5, 6, 7 and 9 of Article 7 of this Convention;
 - 1.3. considering and adopting decisions to grant, suspend or cancel the status of Observer at the OSJD in the Assembly of Railway Companies;
 - 1.4. granting the status of Associated Enterprise of the OSJD;
 - 1.5. coordinating the work of the OSJD Commissions referred to in paragraphs 8-12 of Article 31 of this Convention;

- 1.6. setting up *ad hoc* groups for the areas of the OSJD's activity falling within the remit of the Assembly;
 - 1.7. reconciling revenues and expenditures in the OSJD budget;
 - 1.8. ensuring the implementation of decisions of the OSJD governing bodies by the Assembly participants;
 - 1.9. coordinating the work of the Assembly participants on preparing, discussing, concluding and amending the economic agreements necessary in the OSJD's areas of activity relating to the remit of the Assembly;
 - 1.10. drafting and adopting model agreements, rules and manuals of an economic, financial, operational, technical, technological or other nature with the aim of implementing and uniformly and consistently applying the international agreements on rail transport governed by this Convention;
 - 1.11. adopting decisions to conclude agreements on cooperation with international intergovernmental and non-governmental organisations relating to OSJD areas of activity within the remit of the Assembly;
 - 1.12. considering and adopting decisions on other matters arising out of this Convention, apart from matters relating the remit of the Assembly of Railway Companies;
2. The Assembly may formulate proposals for consideration at a session on all the areas of the OSJD's activity.
3. The Assembly shall adopt rules of procedure, elect working bodies and adopt decisions on organisational and administrative matters within its remit.

Article 18 **Meetings of the Assembly**

1. A meeting of the Assembly shall be recognised as quorate if it is attended by not less than two-thirds of the Assembly participants with the right to vote.
2. If an Assembly participant is unable to personally attend a meeting, it may assign its powers to another Assembly participant while informing OSJD Committee thereof prior to the meeting.
3. Voting at an Assembly meeting shall be held in accordance with Article 37 of this Convention.

SECTION 7

MEETINGS OF PLENIPOTENTIARY REPRESENTATIVES

Article 19

Meeting of Plenipotentiary Representatives of the heads of plenipotentiary bodies of OSJD Members

1. The Meeting of Plenipotentiary representatives of the heads of the plenipotentiary bodies of OSJD Members shall:

- 1.1. examine and agree on material and draft decisions to be submitted to a session;
- 1.2. approve the work plans of OSJD working bodies falling within the jurisdiction of the Ministers Conference;
- 1.3. examine and adopt decisions relating to functions delegated by the Ministers Conference. The delegation of functions provided for in subparagraphs 1.1–1.8, 1.10-1.14 and 1.17 of Article 14 of this Convention shall not be allowed;
- 1.4. adopt decisions on the establishment and discontinuance of *ad hoc* working groups of the OSJD Commissions.

2. The Rules of Procedure of the Meeting of Plenipotentiary Representatives of the heads of the plenipotentiary bodies of OSJD Members shall be subject to approval by the Ministers Conference.

Article 20

Meeting of Plenipotentiary Representatives of Assembly Participants

1. The Meeting of Plenipotentiary representatives of the Assembly participants shall:

- 1.1. examine and agree on papers and draft decisions to be submitted to the meeting of the Assembly;
- 1.2. approve the work plans of OSJD working bodies falling within the jurisdiction of the Assembly;
- 1.3. examine and adopt decisions relating to the functions delegated by the Assembly. The delegation of functions provided for in paragraphs 1.3, 1.4 and 1.7 of Article 17 of this Convention shall not be allowed;
- 1.4. adopt decisions on the establishment and discontinuance of *ad hoc* working groups of the OSJD Commissions.

2. The Rules of Procedure of the Meeting of Plenipotentiary Representatives of the Assembly participants shall be subject to approval by the Assembly.

Article 21

Joint Meeting of Plenipotentiary Representatives;

The Chairman of OSJD Committee may convene Joint meetings of Plenipotentiary Representatives of the heads of the plenipotentiary bodies of OSJD Members and of the Assembly participants.

**SECTION 8
OSJD COMMITTEE**

Article 22

General Provisions concerning OSJD Committee

1. OSJD Committee (hereinafter 'Committee') shall be a permanent executive body of the OSJD.
2. The Committee shall act on the basis of this Convention.
3. The Committee shall have a seal, the specimen of which shall be approved by the Ministers Conference.
4. The permanent seat of the Committee shall be Warsaw (Republic of Poland).
5. The conditions governing the Committee's presence shall be determined by a relevant international treaty between the OSJD and the State of its permanent seat.

Article 23

Remit of the Committee

1. The Committee shall ensure the implementation of decisions taken by the governing bodies of the OSJD, including as follows:
 - 1.1. analysing and coordinating the execution of decisions of the governing bodies of the OSJD and the OSJD's Work Programme and Work Plan;
 - 1.2. facilitating interaction between OSJD Members, Assembly participants and OSJD bodies;
 - 1.3. advising on matters relating to the application of this Convention, agreements, contracts and acts of the OSJD;
 - 1.4. acting as a secretariat for the OSJD governing bodies and other bodies of the OSJD as decided by a session.
2. The Committee shall provide organisational, informational, analytical and advisory support for the OSJD's activity, including:
 - 2.1. elaborating proposals for draft decisions of OSJD bodies on matters relating to the OSJD's activity;
 - 2.2. concluding contracts with Observers at the OSJD and Associated Enterprises of the OSJD on behalf of the Ministers Conference and the Assembly;
 - 2.3. issuing normative, reference and periodical publications of the OSJD;
 - 2.4. organising meetings of the OSJD Commissions, providing translation, reproduction and timely distribution of documents relating to the OSJD's activity to the OSJD Members;
 - 2.5. having the right to make proposals for consideration by the governing bodies of the OSJD on any aspects of the OSJD's activity;

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- 2.6. keeping the originals of the minutes of meetings of the OSJD bodies;
 - 2.7. managing and updating the OSJD website;
 - 2.8. concluding cooperation agreements with international intergovernmental and non-governmental organisations.
3. The Committee shall make proposals, for approval by the OSJD governing bodies, on the establishment of *ad hoc* working groups of the OSJD.
 4. The Committee shall cooperate in the field of rail transport with the executive and working bodies of international organisations.
 5. The Committee shall draw up and submit for approval a draft report on the execution of the OSJD budget over the past year, as well as a draft summary Annual Report on the OSJD's activity.
 6. The Committee shall perform other functions assigned to it by this Convention or the OSJD governing bodies.

Article 24

Composition and organisational structure of the Committee

1. The Committee shall be composed of:
 - 1.1. the Chairman of the Committee;
 - 1.2. the Deputies Chairman of the Committee;
 - 1.3. the Secretary of the Committee;
 - 1.4. other officials on the staff of OSJD Commissions.
2. The work of the Committee shall be facilitated by establishing:
 - 2.1. structural units providing the work of the Committee, to be approved by the Ministers Conference;
 - 2.2. editorial staff for OSJD periodicals.

**Article 25 Option I:
Staff of the Committee**

1. The staff of the Committee shall be composed of:
 - 1.1. officials of the Committee delegated by the plenipotentiary bodies of the OSJD Members on the basis of qualification requirements approved by the Ministers Conference;
 - 1.2. employees recruited on a competitive basis to work in the Committee who are nationals of OSJD Member States and perform administrative and technical functions in the Committee.
2. The legal status of the Committee's staff shall be determined by the international agreement referred to in paragraph 2 of Article 56 of this Convention, and the separate document referred to in paragraph 4 of this Article, while in the part not covered

Wording as agreed on 20 March 2015, amended

by these documents the law of the State of the Committee's permanent seat shall apply.

3. The provisions of paragraph 2 of this Article shall not be deemed to prevent an official from being in an employment relationship in the State of the OSJD Member delegating them to work in the Committee.
4. The Committee Staff Regulations shall be approved by the Ministers Conference.

**Article 25 Option II:
Staff of the Committee**

1. The staff of the Committee shall be composed of officials recruited on a competitive basis to work in the Committee who are nationals of OSJD Member States and perform administrative and technical functions in the Committee. When recruiting Committee officials, the principle of fair regional representation shall be observed.
2. Applicants shall be selected by a qualification commission. The composition and working procedures of the qualification commission shall be determined by regulations to be approved by the Ministers Conference.
3. The legal status of the Committee's staff shall be determined by the international agreement referred to in paragraph 2 of Article 56 of this Convention, and the separate document referred to in paragraph 5 of this Article, while in the part not covered by these documents the law of the State of the Committee's permanent seat shall apply.
4. The Chairman of the Committee, the Deputies Chairman of the Committee and the Secretary of the Committee shall be citizens of different states.
5. The Committee Staff Regulations shall be subject to approval by the Ministers Conference.

**Article 26 Option I
The Chairman of the Committee**

1. The Chairman of the Committee shall be the chief executive officer of the OSJD, who shall manage the Committee and organise and supervise the work of officials and employees of the Committee, shall be responsible to the Ministers Conference and the Assembly for the proper performance of the Committee's functions, and shall sign treaties and agreements on behalf of the OSJD.
2. The Chairman of the Committee shall be the Depositary of this Convention and other international treaties entered into under the OSJD. The Chairman's functions as Depositary shall be as specified in Article 77 of the Vienna Convention on the Law of Treaties of 23 May 1969 and in this Convention.

Wording as agreed on 20 March 2015, amended

3. The Chairman of the Committee shall be appointed for a term of four years, and shall also be released from office, by a decision of the Ministers Conference. The post of Chairman of the Committee shall not be held by the same person for more than two terms of office.
4. The Chairman of the Committee shall be the representative of the State of the Committee's permanent seat.
5. The Chairman of the Committee shall organise employee recruitment for the Committee on a competitive basis.
6. The Chairman of the Committee shall conclude and terminate employment contracts with Committee staff.
7. The Chairman of the Committee shall have the right to:
 - 7.1. conduct, on behalf of the OSJD, negotiations and correspondence relating to the OSJD's activity;
 - 7.2. submit proposals, where necessary, to the plenipotentiary bodies of OSJD Members, for delegating officials and candidates to official positions in the Committee;
 - 7.3. submit proposals to the relevant plenipotentiary bodies of OSJD Members concerning the recall of officials from the Committee.
8. In addition to functions provided for under this Convention, the Chairman of the Committee shall also perform other functions determined by decision of the OSJD's governing bodies within their remit.
9. If the Chairman of the Committee is temporarily absent, his/her functions shall be performed by the Deputy whose terms of reference cover the OSJD activity relating to matters falling within the remit of the Ministers Conference.

Article 26 Option II
The Chairman of the Committee

1. The Chairman of the Committee shall be the chief executive officer of the OSJD, who shall manage the Committee and organise and supervise the work of officials and employees of the Committee, shall be responsible to the Ministers Conference and the Assembly for the proper performance of the Committee's functions, and shall sign treaties and agreements on behalf of the OSJD.
2. The Chairman of the Committee shall be the Depositary of this Convention and other international treaties entered into under the OSJD. The Chairman's functions as Depositary shall be as specified in Article 77 of the Vienna Convention on the Law of Treaties of 23 May 1969 and in this Convention.
3. The Chairman of the Committee shall be elected for a term of four years and shall be released from office by decision of the Ministers Conference. The post of Chairman of the Committee shall not be held by a citizen of the same state for more than two successive terms of office.

4. The Chairman of the Committee shall organise the recruitment of officials and employees on a competitive basis.
5. The Chairman of the Committee shall conclude employment contracts with officials and employees of the Committee.
6. The Chairman of the Committee shall conduct, on behalf of the OSJD, negotiations and correspondence relating to the OSJD's activity.
7. In addition to functions provided for under this Convention, the Chairman of the Committee shall also perform other functions determined by decision of the OSJD's governing bodies within their remit.
8. If the Chairman of the Committee is temporarily absent, his/her functions shall be performed by a substitute with responsibility for OSJD activity relating to matters falling within the remit of the Ministers Conference.

Article 27 Option I
The Deputies Chairman of the Committee

1. The Chairman of the Committee shall have two Deputies, who shall be officials representing the People's Republic of China and the Russian Federation.
2. The Deputy Chairman of the Committee with responsibility for OSJD activity relating to matters falling within the remit of the Ministers Conference shall be appointed for a term of four years, and shall also be released from office, by a decision of the Ministers Conference. The post of Deputy Chairman of the Committee shall not be held by the same person for more than two successive terms of office.
3. The Deputy Chairman of the Committee with responsibility for OSJD activity relating to matters falling within the remit of the Assembly shall be appointed for a term of four years, and shall also be released from office, by a decision of the Assembly. The post of Deputy Chairman of the Committee shall not be held by the same person for more than two successive terms of office.

Article 27 Option II:
Deputies Chairman of the Committee

1. The Chairman of the Committee shall have two Deputies.
2. The Deputy Chairman of the Committee with responsibility for OSJD activity relating to matters falling within the remit of the Ministers Conference shall be appointed for a term of four years, and shall also be released from office, by a decision of the Ministers Conference. The post of Deputy Chairman of the Committee shall not be held by a citizen of the same state for more than two successive terms of office.

Wording as agreed on 20 March 2015, amended

3. The Deputy Chairman of the Committee with responsibility for OSJD activity relating to matters falling within the remit of the Assembly shall be appointed for a term of four years, and shall also be released from office, by a decision of the Assembly. The post of Deputy Chairman of the Committee shall not be held by a citizen of the same state for more than two successive terms of office.

Article 28 Secretary of the Committee

1. The Secretary of the Committee shall be appointed for a term of four years, and shall also be released from office, by a decision of the Ministers Conference, taking into account the opinion of the Assembly. The post of Secretary of the Committee shall not be held by a citizen of the same state for more than two successive terms of office.

2. The Secretary of the Committee shall ensure cooperation with international intergovernmental and non-governmental organisations and with OSJD associated enterprises. The Secretary of the Committee shall also deal with other matters entrusted to him/her by this Convention.

3. The Secretary of the Committee shall perform the functions of one of the Deputies Chairman in their absence.

4. The Secretary of the Committee shall perform other functions as instructed by the Chairman of the Committee.

Article 29 Option I Committee meetings

1. A Committee meeting shall be quorate if attended by at least two-thirds of the Committee's officials. When addressing the issues of a regional nature and taking decisions on them, the presence of Committee members from the relevant regions shall be required.

2. The rules of procedure for Committee meetings shall be adopted by the Ministers Conference.

Article 29 Option II Committee meetings

Missing

Article 30 Option I Distribution of posts in the Committee

1. The posts of the Chairman and Deputies Chairman of the Committee shall be distributed as provided for in Articles 26 and 27 of this Convention.

2. The plenipotentiary bodies of OSJD Members shall send proposals to the Committee for filling the post of Secretary of the Committee or of a specific Commission.

Wording as agreed on 20 March 2015, amended

3. The corpus of Committee officials holding posts in the Commissions shall be formed on the basis of the proposals referred to in paragraph 2 of this Article.

Where more proposals are submitted for the filling of posts in a Commission than there are posts available in it, OSJD Members' representatives who worked in that Commission in its previous composition shall leave it in the Russian alphabetical order of the names of the OSJD Member States and shall receive the right to occupy posts in other Commissions in the said order of priority. OSJD Members' representatives who have not been included in the staff of the Commission applied for shall receive the same right.

4. The distribution of posts in the Commissions shall be for a period of four years.

5. Disputes relating to the distribution of posts in Commissions of the Committee shall be resolved through consultations and negotiations between the parties concerned. If the parties fail to reach a mutually acceptable solution during consultations and negotiations, disputes shall be resolved on the basis of principles and mechanisms agreed by the Ministers Conference for the distribution of posts in the Commissions.

Article 30 Option II

Distribution of posts in the Committee

Missing

SECTION 9

OSJD COMMISSIONS

Article 31

General provisions concerning Commissions

1. The OSJD Commissions (hereinafter 'Commissions') are working bodies of the OSJD.

2. The Commissions shall be composed of experts from the plenipotentiary bodies of OSJD Members or of the Assembly participants.

3. Facilitation of the Commissions' activity shall be the responsibility of the Commission Chairman and experts from among the officials on the staff of the Commissions.

4. The Commission Chairman shall be appointed from among the officials on the staff of the Commission by decision of the OSJD governing bodies.

5. The duties of officials on the staff of a Commission shall be specified in accordance with that Commission's areas of activity by the Chairman of the Committee on a proposal from the Commission Chairman.

Wording as agreed on 20 March 2015, amended

6. The Commission on Transport Policy and Development Strategy shall be responsible for the key areas of the OSJD's activity within the remit of the Ministers Conference in the field of transport policy, rail transport development strategy, and statistics.
7. The Commission on Transport Law shall be responsible for the key areas of the OSJD's activity within the remit of the Ministers Conference in the area of improvement of international law in the field of carriage by rail and in the field of facilitation of border crossing.
8. The Commission on Freight Traffic shall be responsible for the key areas of the OSJD's activity within the remit of the Assembly in the field of administration of contracts concluded by railway companies (organisations) within the framework of the OSJD on the operational issues of freight transport.
9. The Commission on Passenger Traffic shall be responsible for the key areas of the OSJD's activity within the remit of the Assembly in the field of administration of contracts concluded by railway companies (organisations) within the framework of the OSJD on the operational issues of passenger transport.
10. The Commission on Infrastructure and Rolling Stock shall be responsible for the key areas of the OSJD's activity within the remit of the Assembly in the field of infrastructure and rolling stock.
11. The Commission on Coding and Informatics shall be responsible for the key areas of the OSJD's activity within the remit of the Assembly in the field of coding and informatics.
12. The Commission on Finance and Accounting shall be responsible for the key areas of the OSJD's activity within the remit of the Assembly with regard to matters relating to accounts in international passenger and freight transport by rail.
13. The list of main functions and tasks of the Commissions arising from the key areas of the Commissions' activity referred to in paragraphs 6-7 of this Article shall be approved by the Ministers Conference.
14. The list of main functions and tasks of the Commissions arising from the key areas of the Commissions' activity referred to in paragraphs 8-12 of this Article shall be approved by the Assembly.
15. The Commissions may deal with other tasks as determined by the governing bodies of the OSJD.
16. The Commissions may submit proposals to the Committee for the establishment of *ad hoc* working groups of the Commissions to address specific problems in their areas of activity.

Article 32

Meetings of the Commissions

1. Matters within the remit of Commissions in accordance with Article 31 of this Convention shall be considered at meetings of the Commissions.
2. The rules of procedure of Commission meetings shall be adopted by the Ministers Conference and the Assembly in accordance with their remits.

SECTION 10 AUDIT COMMISSION

Article 33

General provisions concerning the OSJD Audit Commission

1. The OSJD Audit Commission (hereinafter 'Audit Commission') shall be the control body of the OSJD.
2. The Audit Commission shall verify and analyse the financial and economic activity of the OSJD during the previous budgetary year and shall draw up conclusions and recommendations based on the results of the checks, which are to be set out in its report that is submitted to the Ministers Conference.
3. The working procedures of the Audit Commission shall be subject to approval by the Ministers Conference.

Article 34

Work of the Audit Commission

1. The Audit Commission shall be composed of three representatives of OSJD Members, one from each of the OSJD Members except for the regional economic integration organisations.
2. The audit process shall comprise verification and analysis of the following:
 - 2.1. implementation of all revenue items and appropriate use of expenditures approved in the OSJD budget;
 - 2.2. administration of cash and bank transactions by the Committee's accounts department, and cash settlements with the Committee's staff;
 - 2.3. correctness of travel expense accounts;
 - 2.4. verifying the presence, depreciation and liquidation of tangible assets and fixed assets;
 - 2.5. timeliness and completeness of inventory;
 - 2.6. use of provisions;
 - 2.7. implementation of recommendations based on the findings of the previous audit.
3. The Audit Commission shall have the right to check any other aspects of financial

Wording as agreed on 20 March 2015, amended

and economic activity under the programme it has adopted.

4. The Audit Commission shall be competent to carry out its work only when all its members are present.

Wording as agreed on 20 March 2015, amended

**PART 3
OSJD PROCEDURES AND ACTS**

**SECTION 11
VOTING**

**Article 35
General provisions concerning voting**

1. Each OSJD Member shall have one vote.
2. When matters relating to agreements and treaties concluded within the framework of the OSJD are voted on, the parties to those agreements and treaties shall have the right to vote.
3. If an OSJD Member has submitted a reservation in accordance with Article 72 of this Convention, it shall not take part in the voting on the matter concerned by the reservation.
4. Voting shall be conducted openly, in the Russian alphabetical order.

**Article 36
Voting at sessions**

1. Decisions at a Ministers Conference session shall be adopted by three-quarters of the votes of the plenipotentiary bodies of the OSJD Members present at the session, save for decisions on the matters specified in subparagraphs 1.2, 1.3, 1.4, 1.6, 1.7, 1.10 and 1.14 of Article 14 of this Convention, decisions on which shall be adopted unanimously, and save for decisions on the matters referred to in subparagraph 1.11 of Article 14 of this Convention, decisions on which shall be adopted by four-fifth of the votes.
2. Decisions on the matters referred to in subparagraphs 1.6 and 1.7 of Article 14 of this Convention shall be adopted without the participation in the vote of the OSJD Member in respect of which the application of measures provided for in those subparagraphs is being considered.
3. An OSJD Member which is a party to a dispute as referred to in Article 44 shall not take part in the vote when the Ministers Conference considers that dispute.
4. The Ministers Conference shall adopt its decisions taking into account the proposals of the Assembly.

Wording as agreed on 20 March 2015, amended

Article 37

Voting at meetings of the Assembly

1. Decisions at Assembly meetings shall be adopted by a majority of two-thirds of the votes of the Assembly participants present at the meeting, in compliance with the 'one country – one vote' principle.
2. On matters that have financial implications, decisions at Assembly meetings shall be adopted by unanimity in accordance with the 'one country – one vote' principle.
3. On matters relating to the conclusion, modification or termination of economic contracts to which the Assembly participants are parties, voting at Assembly meetings shall be held in the cases and under the rules stipulated in the contracts themselves.

Article 38

Voting at meetings of Plenipotentiary Representatives

1. Voting at meetings of Plenipotentiary Representatives of the heads of the plenipotentiary bodies of OSJD Members shall be conducted in accordance with Article 36 of this Convention.
2. Voting at meetings of Plenipotentiary Representatives of the Assembly participants shall be conducted in accordance with Article 37 of this Convention.
3. At joint meetings of Plenipotentiary Representatives of the heads of the plenipotentiary bodies of OSJD Members and of the Assembly participants, when votes are taken on the matters falling within the remit of the Ministers Conference or of the Assembly, Articles 36 and 37 of this Convention shall apply mutatis mutandis.

Article 39 Option I

Voting at Committee meetings and meetings of Commissions

1. Decisions at Committee meetings shall be taken by a simple majority of the votes of the Committee officials present.
2. Decisions at meetings of Commissions shall be taken by a simple majority of the votes of the experts present at the meeting.
3. On matters relating to the conclusion, modification or termination of economic contracts, voting at meetings of Commissions shall be held in the cases and in accordance with the rules stipulated in the contracts themselves.

Article 39 Option II

Voting at meetings of Commissions

1. Decisions at meetings of Commissions shall be taken by a simple majority vote of the experts present at the meeting.

Wording as agreed on 20 March 2015, amended

2. On matters related to the conclusion, modification or termination of economic contracts, voting at meetings of Commissions shall be held in the cases and in accordance with the rules stipulated in the contracts themselves.

SECTION 12 ACTS OF THE OSJD

Article 40 General provisions

1. Acts of the OSJD shall be the OSJD's written documents adopted by the governing bodies of the OSJD within their remit.

Acts of the OSJD shall be adopted with a view to promoting a uniform interpretation and effective implementation of the provisions of this Convention.

2. The system of acts of the OSJD shall comprise obligatory and recommendatory acts.

3. The procedure for preparing and publishing acts of the OSJD shall be determined by the rules to be approved in accordance with paragraph 2 of Article 14 and paragraph 3 of Article 17 of this Convention.

Article 41 Procedure for official publication of acts of the OSJD

1. Acts of the OSJD shall be subject to official publication.

2. Decisions of the Assembly shall be published in accordance with the procedure laid down by the Assembly in consultation with the Ministers Conference.

Article 42 Interpretation of acts approved by decisions of the Ministers Conference

1. The rules arising out of this Convention shall be interpreted in such a way as to ensure consistency with the content and objectives of this Convention. In the event of inconsistency between a provision of this Convention and a provision of the rules arising out of this Convention, the provision of this Convention shall be applied.

2. Other acts approved by decisions of the Ministers Conference shall be interpreted in such a way as to ensure consistency with the content and objectives of this Convention and the rules arising out of this Convention. In the event of inconsistency between a provision of this Convention, or a provision of the rules arising out of this Convention, and a provision of other acts of the OSJD, the provision of this Convention or the provision of the rules arising out of this Convention shall be applied, taking into account paragraph 1 of this Article.

Article 43
Interpretation of acts adopted by decisions of the Assembly

1. Acts approved by decisions of the Assembly shall be interpreted in such a way as to ensure consistency with the content and objectives of this Convention and acts approved by decisions of the Ministers Conference.

SECTION 13
DISPUTE RESOLUTION

Article 44
**Resolution of disputes between or among OSJD Members
or between OSJD Members and the OSJD**

1. Any dispute between or among two or more Members of the OSJD concerning the interpretation or application of this Convention which cannot be settled by negotiation within 180 days of its commencement shall, at the request of an OSJD Member involved in that dispute, be referred to the Ministers Conference for a decision. Either or any party to the dispute may appeal the decision of the Ministers Conference within 180 days of its adoption in the International Court of Justice.

2. Any dispute between OSJD Members and the OSJD concerning the interpretation or application of this Convention which cannot be settled by negotiation within 180 days of its commencement shall be referred to the Ministers Conference for a decision.

3. The Ministers Conference shall, in the decisions on the disputes referred to in paragraphs 1 and 2 of this Article, indicate whether the non-execution of the decisions may serve as the grounds for the application of Article 63 of this Convention.

Article 45
Conciliation procedure and arbitration within the Committee

1. Disputes between or among economic entities relating to the application of this Convention, other international agreements, acts of the OSJD, as well as bilateral and multilateral agreements relating to international railway traffic may, by agreement between the parties, be referred for consideration by conciliation procedure with the participation of an intermediary or arbitration within the Committee (hereinafter referred to as 'arbitration').

2. The rules of the conciliation procedure shall be approved by the Assembly. The rules of arbitration shall be approved by the Ministers Conference.

3. The Committee itself shall not settle disputes. Only Committee staff recruited on a competitive basis may administer the process of settling disputes, in accordance with the Conciliation Procedure Rules and the Arbitration Rules. The Ministers Conference shall approve the Rules of Procedure of the Committee for ensuring application of the Conciliation Procedure Rules and the Arbitration Rules.

Wording as agreed on 20 March 2015, amended

Article 46

Arbitration agreement

1. An arbitration agreement may be concluded in the form of an arbitration clause or in the form of a separate agreement.
2. An arbitration agreement shall be concluded in written form.
3. The requirement referred to in paragraph 2 of this Article shall be deemed to be complied with if the arbitration agreement is concluded in any form which allows the information contained in it to be recorded or to be accessible for further use.
4. An arbitration agreement shall be deemed to be concluded in written form with regard to electronic communication if the information contained therein is accessible for further use; 'electronic communication' means any communication which the parties transmit with the aid of data transmission; 'data communication' means information prepared, sent, received or stored with the aid of electronic, magnetic, optical or analogue media, including though not confined to electronic data exchange, electronic mail, telegram, telex or telefax.
5. An arbitration agreement shall also be deemed to be concluded in written form if it is concluded by the exchange of a statement of claim and a withdrawal of claim in which one of the parties confirms the presence of an agreement and the other does not contradict this. A reference in the agreement to any document containing an arbitration clause shall constitute an arbitration agreement in written form provided that such reference makes the said clause part of the agreement.

Article 47

Arbitrators

1. An arbitrator shall be impartial and independent of the parties to the dispute. Before being appointed or confirmed, an arbitrator shall sign a declaration of impartiality and independence.
2. In accordance with the arbitration agreement, disputes shall be settled by a sole arbitrator or by three arbitrators. If the parties have not agreed on the number of arbitrators, the dispute shall be settled by a sole arbitrator, save in cases where the authorised person considers that the nature of the dispute calls for three arbitrators to be appointed.
3. If a dispute is to be considered by a sole arbitrator, he shall be appointed by mutual agreement of the parties. If the dispute is to be considered by three arbitrators, each party shall designate one of them and, by mutual agreement of the arbitrators, they shall determine the third arbitrator who shall perform the duties of chairman of the arbitration board.

If the parties cannot agree on the appointment of a sole arbitrator, or if the members of the arbitration panel appointed by the parties cannot agree on the determination of the third member, he shall be determined by an authorised person. If the parties to the dispute do not have one and the same citizenship, the sole arbitrator or the chairman of the arbitration board shall be from a State to which neither party belongs.

4. Where there are multiple claimants or respondents, the co-claimants jointly and the co-respondents jointly shall appoint arbitrators in accordance with paragraph 3 of this Article.

5. The authorised person shall be designated by the Arbitration Rules.

Article 48

Provisional measures in arbitration proceedings

Arbitration awards and rulings prescribing provisional measures adopted in the context of the settlement of disputes in arbitration at the Committee shall be binding and enforced in accordance with current international agreements and national legal acts governing the recognition and enforcement of arbitration awards.

Article 49

Confidentiality

1. As participants in arbitration proceedings or a conciliation procedure, Committee staff may not, without the consent of the parties or their successors, disclose information that has become known in the course of arbitration proceedings or a conciliation procedure, save by decision of a competent court.

2. An arbitrator or intermediary may not be questioned as a witness on information that has become known to him in the course of arbitration proceedings or a conciliation procedure.

3. The provisions of this Article shall be applied without prejudice to the legal provisions governing the recognition and enforcement of arbitration awards.

**PART 4
FINANCING**

**SECTION 14
OSJD BUDGET**

**Article 50
General Provisions**

1. The OSJD shall be financed from the OSJD budget.
2. The OSJD budget (hereinafter 'the budget') shall be approved in accordance with subparagraph 1.3 of paragraph 1 of Article 14 of this Convention and as provided for in Article 36 of this Convention.
3. All revenues other than those referred to in subparagraph 2.1 of paragraph 2 of Article 51 of this Convention shall be planned on the basis of the Procedure for the Planning, Accounting and Reporting of Revenues and Expenditures of the OSJD Budget and contracts concluded by the Committee. Each of these contracts shall be translated into the official languages of the OSJD.
4. The Procedure for the Planning, Accounting and Reporting of Revenues and Expenditures of the OSJD Budget shall be subject to approval by the Ministers Conference.
5. The Committee shall carry out financial transactions for amounts outside the budget with a view to ensuring the special financing provided for in Article 54 of this Convention.

**Article 51
Structure of the OSJD budget**

1. The budget shall be composed of an expenditure part and a revenue part. The budget may not have a deficit. The budget shall be compiled annually by the Committee and approved in the manner provided for by this Convention.
2. The revenue part of the budget shall be formed from:
 - 2.1. membership contributions;
 - 2.2. the contributions of Observers at the OSJD;
 - 2.3. the contributions of Associated Enterprises of the OSJD;
 - 2.4. revenue from publishing activities of the Committee and advertising;
 - 2.5. the proceeds from the sale of released inventory and of equipment and from rent for the use of apartment furnishings (furniture) paid by officials of the Committee;
 - 2.6. other revenue.
3. The expenditure part of the budget shall consist of expenditures of the Committee and shall include:
 - 3.1. the costs of staff remuneration provided for in Article 55 of this Convention, payment for piecework and work assignments performed

- under contract by persons who are not on the staff of the Committee;
- 3.2. administrative expenses;
- 3.3. investments;
- 3.4. the OSJD's publishing costs;
- 3.5. provisions determined as a percentage of the OSJD budget in the process of its adoption;
- 3.6. the publishing fund of the Committee;
- 3.7. other costs.

The OSJD's funds shall be managed by the Chairman of the Committee, and, in his absence, by the Deputy Chairman of the Committee acting as Chairman.

- 4. Records management associated with the financial and economic activities of the Committee shall be conducted in Russian.
- 5. The budget shall be calculated and approved in euros (EUR).

Article 52

Membership contributions

- 1. The membership contribution shall be established as a proportion (percentage) of the total amount of membership contributions.
- 2. The value of the contribution established for each OSJD Member shall be composed of two parts:
 - 2.1. first part – from the equal distribution of 50% of the total amount of membership contributions among the OSJD Members;
 - 2.2. second part – from the distribution of 50% of the total amount of membership contributions in proportion to the operating length of railways of the OSJD Members.
- 3. An OSJD Member shall be required every year to pay an annual membership contribution by 15 February of the budgetary year, unless otherwise stipulated by a separate contract with the Committee.
- 4. The measures provided for in paragraph 2 of Article 44 of this Convention shall be applied against any OSJD Member that is two years in arrears with payment of the annual membership contribution.
- 5. Membership contributions shall be paid in the above amount for the whole period of suspension of participation in the OSJD.

Article 53

Contributions of Observers at the OSJD and Associated Enterprises of the OSJD

1. Observers at the OSJD and Associated Enterprises of the OSJD shall be required yearly to pay an annual contribution.
2. The amount of the financial contribution and the method of payment shall be fixed by the Ministers Conference.
3. In the case of late payment of a contribution, interest shall be charged at a percentage fixed by the Ministers Conference on the amount of the unpaid part of the financial contribution for each day of delay in payment starting from 1 April of the budgetary year.

Article 54

Special financing

1. Special financing shall be used for work that cannot be charged to the budget and/or the OSJD Member's plenipotentiary body or the Assembly participant carrying out this work.
2. Any plenipotentiary body of an OSJD Member or Assembly participant may make a proposal to the Committee for dealing with a topic with the use of special financing. Such a proposal shall include:
 - 2.1. the name of the topic;
 - 2.2. the purpose of the topic with the grounds for addressing the problem in question and the expected effect of implementing the deliverables;
 - 2.3. the required solutions and form of deliverables;
 - 2.4. a time-line for the work;
 - 2.5. the approximate expenditure on the work, broken down by stages and years;
 - 2.6. proposals regarding potential candidates to do the work and the method for selecting them;
 - 2.7. proposals regarding the management of the work;
 - 2.8. proposals regarding potential participants in special financing, based on their interest in using the deliverables;
 - 2.9. proposals regarding the principles for determining the financial contributions of participants.
3. Upon receipt of the above proposal, the Committee shall prepare a recommendation on it, which must contain:
 - 3.1. an opinion on the various items of the proposal;
 - 3.2. information on the possibility of using previous studies and the results of work done in the OSJD and other international organisations.
4. The procedure for preparing and conducting work and for special financing shall be

laid down in regulations to be approved by the Ministers Conference.

Article 55 Option I *(see Article 25 Option I)*

**Remuneration
of Committee staff**

The remuneration of Committee staff shall be determined by the Committee Staff Regulations referred to in paragraph 4 of Article 25 of this Convention.

Article 55 Option II *(see Article 25 Option II)*

**Remuneration
of Committee staff**

The remuneration of Committee staff shall be determined by the Committee Staff Regulations referred to in paragraph 5 of Article 25 of this Convention.

PART 5
MISCELLANEOUS PROVISIONS

SECTION 15
IMMUNITIES, LOGO, FLAG AND PRINTED PUBLICATIONS OF
THE OSJD

Article 56
Immunities

1. The OSJD, the Committee's staff, invited experts and representatives of OSJD Members shall, when performing their duties, enjoy the necessary privileges and immunities subject to the conditions specified in the Protocol on the Privileges and Immunities of the OSJD (Annex 8 to this Convention), which is an integral part of this Convention.
2. Relations between the OSJD and the OSJD Member in whose territory the Committee is located shall be determined by agreement between them.

Article 57
Logo and flag of the OSJD

1. The OSJD shall have its own logo which shall be printed on the official OSJD blank forms and other materials and documents. The OSJD shall have its own flag on which its logo shall be reproduced.
2. The OSJD shall place the flag and logo of the OSJD on the premises it occupies whilst OSJD bodies are working there.

Article 58
Printed publications

1. The OSJD shall publish and distribute printed materials in accordance with its aims and areas of activity.
2. Materials published and circulated by the OSJD may be used by OSJD Members for information purposes in relations with third parties provided that the source is indicated.

SECTION 16
LANGUAGES

Article 59
Official languages

The official languages of the OSJD, this Convention and all contracts, agreements and documents produced in connection with this Convention or the OSJD shall be English, Chinese and Russian. In the case of differences in the interpretation of texts, clarifications shall be given in the Russian language.

Article 60
Use of other languages

Each Member of the OSJD shall have the right to use languages other than those specified in Article 59 of this Convention. If it exercises this right, it shall be required to provide translation into any of the official languages.

**PART 6
FINAL PROVISIONS**

**SECTION 17
ACCESSION TO THE CONVENTION
SUSPENSION OF PARTICIPATION
EXCLUSION FROM THE OSJD
WITHDRAWAL FROM THE CONVENTION**

Article 61

Accession to the Convention by the governments of States

1. The government of any State sharing the aims and principles of the OSJD as contained in this Convention may accede to this Convention and become a Member of the OSJD.
2. The government of a State wishing to join the OSJD shall submit to the Depositary an official written statement of intent to become a Member of the OSJD. The Depositary of this Convention shall notify the OSJD Members of the application received.
3. Accession shall take effect if within 90 calendar days of the notification referred to in paragraph 2 of this Article no objection has been received from the OSJD Members.
4. If an objection is received from any Member of the OSJD, the Depositary shall forward the application for accession to the Ministers Conference for a decision. Accession shall take effect after a decision on admission has been adopted.

Article 62

Accession to the Convention by regional economic integration organisations

1. Accession to this Convention shall be open to regional economic integration organisations that have the legislative competence necessary for their members in the areas covered by this Convention, and whose membership includes one or more OSJD Members. The conditions for such accession shall be established in an agreement to be entered into between the OSJD and the regional organisation.
2. A regional economic integration organisation may enjoy the rights possessed by its members in accordance with this Convention to the extent to which they cover areas within its remit. This shall also apply to the obligations imposed on OSJD Members under this Convention, with the exception of the financial obligations specified in Article 52 of this Convention.

Option I:

3. For the purpose of exercising the right to vote, a regional economic integration organisation shall possess a number of votes equal to the number of its members which are also OSJD Member States. These States may exercise their rights, in particular the right to vote, only to the extent to which this is allowed in paragraph 2 of this Article. A regional economic integration organisation shall not have the right to vote on the matters specified in Section 14 of this Convention.

Option II:

3. The number of votes possessed by a regional economic integration organisation shall be equal to the number of its members which are also member states of the OSJD and are present at the meeting. This kind of organisation shall not exercise the right to vote if any of its members exercises its right to vote, and vice versa. Members of a regional economic integration organisation may exercise their rights, in particular the right to vote, only to the extent to which this is allowed in paragraph 2 of this Article. A regional economic integration organisation shall not have the right to vote on the matters specified in Section 14 of this Convention.

4. With regard to the termination of membership, Articles 64 and 65 of this Convention shall apply *mutatis mutandis*.

Article 63

Suspension from participation in the OSJD activity in case of failure to fulfil obligations

1. The Ministers Conference may decide to suspend the participation of an OSJD Member in the OSJD's activity in the following cases:

- 1.1. failure to execute the Ministers Conference's decisions adopted in accordance with paragraph 1 of Article 44 of this Convention and not appealed to the International Court of Justice;
- 1.2. failure to comply with the International Court of Justice's judgment adopted with regard to paragraph 1 of Article 44 of this Convention;
- 1.3. failure to execute the Ministers Conference's decisions adopted in accordance with paragraph 2 of Article 44 of this Convention.

2. When adopting a decision pursuant to paragraph 1 of this Article, the Ministers Conference must establish a reasonable period of time for the OSJD Member to eliminate the violations that have been brought to light. The OSJD Member in respect of which the issue of suspension from participation in the OSJD's activity has been brought up shall have the right to submit its objections or clarifications.

Option I (*see Section 8 "OSJD Committee"*)

3. Suspension of participation in the OSJD's activity shall be expressed:

- 3.1. in the removal of the right to nominate a representative to the appointive positions in the Committee;
- 3.2. in the removal of the right of this OSJD Member to vote in OSJD bodies.

Wording as agreed on 20 March 2015, amended

Option II (see Section 8 “OSJD Committee”)

3. Suspension of participation in the OSJD’s activity shall be expressed in the removal of this OSJD Member's right to vote in OSJD bodies.
4. Suspension of participation in the OSJD’s activity shall terminate in virtue of the Ministers Conference’s decision provided that the violations referred to in paragraph 1 of this Article have been eliminated.
5. Suspension of participation in the OSJD’s activity shall not have the effect of suspension of this Convention in respect of the OSJD Member whose participation in the OSJD’s activity has been suspended in accordance with this Article.
6. In the case of suspension of the OSJD Member’s participation in the OSJD’s activity, the Assembly participants registered and operating in the territory of such a Member shall preserve the status of the Assembly participants.

Article 64

Exclusion from the OSJD

1. If the OSJD Member fails to eliminate the violation in respect of which a decision has been taken to suspend participation in the OSJD’s activity under paragraph 1 of Article 63 of this Convention within the period of time fixed in accordance with paragraph 2 of Article 63 of this Convention, the Ministers Conference may decide on the exclusion of the OSJD Member from the OSJD. The OSJD Member in respect of which the issue of exclusion from the OSJD has been brought up shall have the right to submit its objections or clarifications.
2. In the case of adoption of the decision to exclude an OSJD Member from the OSJD, the participation in the Assembly shall at the same time be suspended for its participants registered and operating in the territory of the State of such a Member.

Article 65

Withdrawal from the Convention

1. Any OSJD Member may at any time withdraw from this Convention by means of submission of a respective notification to the Depository.
2. The effect of this Convention shall terminate in respect of such a Member of the OSJD within one year of the date of receipt of the said notification by the Depository.
3. The OSJD Member which has submitted a notification in accordance with paragraph 1 of this Article shall fulfil its obligations within the OSJD before the date of entry into force of the said notification.
4. OSJD membership shall terminate upon the entry into force of the notification.

**SECTION 18
ADOPTION, ENTRY INTO FORCE**

**Article 66
Adoption of the text of the Convention**

The text of this Convention was adopted at the International Conference.....which took place on in accordance with paragraph 2 of Article 9 of the Vienna Convention on the Law of Treaties of 23 May 1969.

This Convention is open for the signing in the city ofprior to its entry into force but not less than one year.

**Article 67
Consent to be bound by the Convention**

1. The States and regional economic integration organisations can express their consent to be bound by this Convention through:

- 1.1. the signing, without being subject to ratification, approval or adoption;
- 1.2. the signing, with being subject to ratification, approval or adoption, with subsequent ratification, approval or adoption;
- 1.3. the accession to this Convention after the signing of this Convention has been closed.

Instruments of ratification, documents of adoption, approval or accession shall be deposited with the Depositary specified in paragraph 2 of Article 26 of this Convention. The Depositary shall inform the OSJD Members of the receipt of each instrument of ratification and document of adoption, approval or accession.

**Article 68
Entry into force**

This Convention shall enter into force on the first day of the fourth month following the date on which the eighth Contracting Party expressed to the Depositary its written consent to be bound by this Convention.

For each Contracting Party that has expressed to the Depositary its written consent to be bound by this Convention after its entry into force, this Convention shall enter into force on the first day of the third month following the date of receipt of the consent.

**Article 69
Amendment of the Convention**

1. Amendments and additions may be introduced into this Convention. Any OSJD's Member, the Assembly or Chairman of OSJD committee may submit a proposal on amendments and additions to be made in this Convention.

2. Proposals on amendments and additions to this Convention shall be submitted to the Chairman of the Committee not later than six months prior to a session.

The Chairman of the Committee shall forward to the OSJD Members and the Assembly participants the proposals on amendments and additions to this Convention at least five months prior to a session.

3. Amendments and additions to this Convention shall be adopted at a session and shall enter into force upon expiry of three months, if no other period of time has been specified in a session's decision. The amendments and additions adopted to this Convention shall not require ratification. The amendments and additions to this Convention that have entered into force shall be an integral part of this Convention.

Article 70

Provisional application

1. Contracting Parties which have not submitted their written consent to be bound by this Convention shall provisionally apply it from the entry into force except for those which will notify the Depositary in a written form at the signing of the Convention that they will not apply this Convention provisionally.

2. The provisional effect of this Convention shall terminate in respect of the Contracting Party which has not submitted to the Depositary its written consent to be bound by this Convention, if it notifies the Depositary on its intent not to become a Party to this Convention.

Article 71

Relationship with other treaties

1. This Convention shall not affect the rights and obligations of any of the OSJD Members under other international treaties to which it is party.

2. Without prejudice to the object and aims of this Convention, namely the fostering, improvement and facilitation of international railway transport, and without prejudice to the full application of this Convention in relations with other OSJD Members, OSJD Members which are members of regional economic integration organisations shall, amongst themselves, apply the rules of the regional economic integration organisation and shall not apply the rules stemming from this Convention, unless the regional economic integration organisation does not have rules governing the matter in question.

3. Upon the entry into force of this Convention, the following treaties, agreements and other documents shall cease to have effect:

- 3.1. The Statute of the Organisation for Cooperation between Railways, with amendments and additions approved at the XXXth session of the Ministers Conference, which entered into force on 1 July 2002;
- 3.2. The Rules of Procedure of the Ministers Conference of the OSJD, with amendments and additions approved at the XXXth session of the Ministers Conference, which entered into force on 1 July 2002;

Wording as agreed on 20 March 2015, amended

- 3.3 Rules of Procedure of the Conference of General Directors (authorised representatives) of OSJD railways, with amendments and additions approved at the XVIth meeting of the Conference of General Directors (authorised representatives) of OSJD railways, which entered into force on 1 July 2002;
- 3.4. Rules of OSJD Committee, with amendments and additions approved at the XXXth session of the Ministers Conference, which entered into force on 1 July 2002;
- 3.5. Rules of the Meeting of plenipotentiary representatives of members of the OSJD Ministers Conference and the Conference of General Directors (authorised representatives) of OSJD railways, approved at the XXIXth session of the Ministers Conference, which entered into force on 8 June 2001;
- 3.6. Rules of the OSJD Commissions, approved at the XVIIth meeting of the Conference of General Directors (authorised representatives) of OSJD railways and the XXXth session of the Ministers Conference, which entered into force on 1 July 2002;
- 3.7. Rules of Permanent Working Groups of the OSJD, approved at the XVIIth meeting of the Conference of General Directors (authorised representatives) of OSJD railways, which entered into force on 1 July 2002;
- 3.8. Methods for preparing and addressing topics with special financing, approved at the IXth meeting of the Conference of General Directors, which entered into force on 6 June 1997;
- 3.9. Procedure for the planning, accounting and reporting of revenues and expenditures of the budget of OSJD Committee, approved at the joint meeting of plenipotentiary representatives of members of the Ministers Conference and the Conference of General Directors (authorised representatives) of OSJD railways (OSJD Committee, 3-6 December 1996), which entered into force on 1 January 1997;
- 3.10. Basic principles for determining the salaries of staff of OSJD Committee, approved at the meeting of Plenipotentiary representatives of Members of the OSJD Ministers Conference (OSJD Committee, 30 November – 3 December 1993);
- 3.11. Work Procedure for the OSJD Audit Commission, approved at the XXVI session of the Ministers Conference (Minsk, 15-18 June 1998);
- 3.12. Agreement on International Goods Transport by Rail (SMGS), which entered into force on 1 November 1951, with all amendments and additions approved and introduced in the prescribed manner during the entire term of its validity;
- 3.13. Agreement on International Passenger Transport by Rail (SMPS), which

Wording as agreed on 20 March 2015, amended

entered into force on 1 November 1951, with all amendments and additions approved and amended in the prescribed manner during the entire term of its validity;

- 3.14. Agreement on Organisational and Operational Aspects of Combined Transport between Europe and Asia, signed in Tashkent on 4 June 1997;
- 3.15. Manual to the Agreement on International Goods Transport by Rail (Manual to SMGS), which entered into force on 1 November 1951, with all amendments and additions approved and introduced in the prescribed manner during the entire term of its validity;
- 3.16. Manual to the Agreement concerning International Passenger Traffic by Rail (Manual to SMGS), which entered into force on 1 November 1951, with all amendments and additions approved and amended in the prescribed manner during the entire term of its validity.

4. Upon the entry into force of this Convention, the Agreement between the Organisation for Cooperation between Railways (OSJD) and the Government of the Polish People's Republic on the legal situation in Poland of the Committee for Railway Transport of the Organisation for Cooperation between Railways, dated 12 December 1957, shall continue to operate in respect of the OSJD.

**Article 72 Option I
Reservations**

1. A statement by any Contracting Party, including an expository statement, as well as an interpretative declaration or statement made when signing, ratifying, accepting, approving or acceding to this Convention, and purporting to exclude or modify the legal effect of certain provisions of this Convention, shall be referred to as a reservation.
2. A reservation may be made only if clearly provided for by this Convention.

**Article 72 Option II
Statements and reservations**

1. Any Contracting Party may at any time make a statement to the effect that it will not apply in full certain Annexes to this Convention. Moreover, reservations and statements regarding the non-application of certain provisions of the Convention itself or of Annexes to it shall be permitted only if such reservations and statements are expressly provided for in the provisions themselves.
2. Reservations and statements shall be sent to the Depositary. They shall take effect from the entry into force of this Convention for the State concerned. Any statement submitted after this Convention enters into force shall take effect from 31 December of the year following the year in which the statement was submitted. The Depositary shall inform the Contracting Parties accordingly.

Article 73
Interpretation of the text

For the purposes of this Convention and its Annexes and Acts of the OSJD adopted on the basis thereof, their character as international law and the need for uniformity in their application shall be taken into account.

Done at _____ “ ” _____ in a single original the texts of which being equally authentic in the English, Chinese and Russian languages. In the case of any discrepancies, the text in the Russian language shall be applied for the purpose of interpretation.

In witness whereof, the undersigned, being duly authorized to that effect by their appropriate Governments, have signed this convention.

(Signatures)

Wording as agreed on 20 March 2015

*Wording as agreed on 22 November 2013
Draft*

**Annex 1 to the Convention
on International Through
Railway Traffic**

**GENERAL PROVISIONS ON THE CONTRACT OF CARRIAGE OF
GOODS IN INTERNATIONAL TRAFFIC**

**Article 1
Definitions**

For the purposes of these General Provisions on the Contract of Carriage of Goods in International Traffic (hereinafter 'General Provisions'), the following terms shall be defined as set out below:

Road vehicle – a laden motor vehicle, road train or trailer or an unladen motor vehicle, road train or trailer, before or after use for the carriage of goods by rail;

Tariff currency – the currency unit in which the tariff rate is expressed;

Goods – physical objects accepted for carriage with the contract of carriage;

Contractual carrier – a carrier who has concluded a contract of carriage with a consignor in accordance with these General Provisions;

Railway – infrastructure located in the territory of one State;

Intermodal transport unit (ITU) – container, swap body or semi-trailer intended for the carriage of goods by two or more modes of transport without transshipment of the goods during the change of transport mode;

Infrastructure (railway infrastructure) – a technological complex including public railway lines, railway stations and other structures and equipment ensuring the functioning of this complex, using which carriers perform the carriage of goods;

Penalty (fine) – a fixed sum of money or a sum of money expressed as a percentage of the amount of obligation which one party to a contract of carriage has to pay to the other party in the event of failure to fulfil obligations under the contract of carriage;

Wording as agreed on 20 March 2015, amended

Consignor – a person who has presented goods for carriage and is indicated in the consignment note as the consignor of the goods;

Consignment – goods accepted for carriage under a single consignment note;

Carriage of goods – carriage of goods in international through railway traffic and carriage of goods in international through railway-ferry traffic;

Carriage of goods in international through railway traffic – carriage of goods by rail on the territory of two or more States under a single document (consignment note) issued for the whole route;

Carriage of goods in international through railway-ferry traffic – carriage of goods in international through railway traffic assisted by waterway transport provided that the cargo travels in a wagon or on its own axles from the departure station to the destination station;

Loading tackle – equipment intended for the stowing, fastening and safekeeping of goods being carried;

Carrier – the contractual carrier and all successive carriers involved in the carriage of goods, including on a waterway section of route in international railway-ferry traffic;

Seal – a control element being a component part of a single structure, the integrity of which confirms that no access has been gained to the goods through the sealed structural openings in a wagon, ITU or road vehicle. A seal is also understood to mean a locking and sealing device;

Successive carrier – a carrier which, acceding to the contract of carriage (concluded by a contractual carrier), accepts the goods from the contractual carrier or other successive carrier for their further transportation;

Consignee – a person who is indicated in the consignment note as the person receiving the goods;

Carriage charges – payments including carriage fares, fares for an accompanying person or road train driver, supplementary charges and other payments arising in the period between the conclusion of the contract of carriage and the delivery of goods to the consignee, including charges in connection with transshipment of goods or changeover of bogies;

Party – a State which is a party to the Convention on International Through Railway Traffic;

Tariff – a system of rates and the rules for calculating carriage charges that determine the amount of carriage charges;

Third State – a State not applying these General Provisions;

Infrastructure Manager – a person who renders services to carriers relating to the use of infrastructure;

Participant in carriage – the consignor, carrier or consignee.

Article 2

Application of these General Provisions

§ 1. These General Provisions establish a common legal basis for contracts for the carriage of goods in international through railway traffic and international through railway-ferry traffic.

§ 2. The carriage of goods in international through railway traffic shall take place between stations that are open for freight operations in accordance with the national law of the Parties, and in international through railway-ferry traffic, including a waterway section of the route which the Parties have declared open for such carriage.

§ 3. If the Parties are at the same time parties to other international agreements establishing the legal norms for the contract of carriage of goods by rail, traffic between stations of the railways of these Parties may be performed under the terms of those agreements.

Article 3

Method of carriage

If the station of departure and the station of destination of the goods are located on the railways of different gauges, carriage may, depending on the technical possibilities available, be effected by the following means: transshipment of goods from wagons of the one gauge to wagons of the other gauge, changing over the wagons onto bogies of the other gauge or using the wheelsets of adjustable gauge.

Article 4

Partial invalidity and severability

Any condition of a contract of carriage directly or indirectly contravening the conditions laid down in these General Provisions shall be null and void and of no legal force, except as expressly provided in these General Provisions. The nullity of such conditions shall not entail the nullity of other terms of the contract of carriage.

Article 5
Pre-contractual coordination of carriage

Pre-contractual coordination of the carriage of goods shall take place pending the conclusion of a contract of carriage in the following manner:

- between the consignor and the contractual carrier – in accordance with national law;
- between the contractual carrier and successive carriers – in accordance with the procedure agreed by them.

Article 6
Rules governing the carriage of goods

§ 1. The procedure for applying the terms of these General Provisions and special conditions for the carriage of various types of goods shall be determined by the Rules for the Carriage of Goods.

Special conditions for the carriage of goods may be established by means of a contract between the consignor, consignee and all carriers involved in carriage. Such special conditions shall take precedence over the conditions set out in the Rules for the Carriage of Goods.

§ 2. The Rules for the Carriage of Goods shall set out detailed standard solutions and procedures ensuring uniform interpretation and application of the Articles of these General Provisions.

Article 7
Contract of carriage

§ 1. Under the contract of carriage, the carrier shall undertake, for a fee, to carry the goods entrusted to it by the consignor to the destination station over the route agreed by the consignor and the contractual carrier and to deliver them to the consignee.

§ 2. The carrier shall perform the carriage of goods under the terms of these General Provisions provided that:

- 1) the carrier or consignor has at its disposal the means of transport necessary for such carriage;
- 2) the consignor complies with the terms of these General Provisions;
- 3) carriage is not prevented by circumstances which the carrier cannot prevent and the elimination of which is beyond its control;
- 4) carriage is coordinated among carriers for the route taken by the goods.

§ 3. The conclusion of the contract of carriage shall be confirmed by a consignment note.

§ 4. Incorrect or inaccurate information entered in the consignment note, as well as the loss of the consignment note by the carrier shall affect neither the existence nor the validity of the contract of carriage.

§ 5. Each successive carrier, by taking over the goods for carriage, together with the consignment note, thereby accedes to this contract of carriage and shall assume the obligations arising therefrom.

Article 8 **Consignment note**

§ 1. The consignment note must contain the following information:

- 1) name and postal address of the consignor;
- 2) name and postal address of the consignee;
- 3) name of the contractual carrier;
- 4) name of the railway and station of departure;
- 5) name of the railway and station of destination;
- 6) names of the border stations;
- 7) designation of the goods and their code;
- 8) consignment number;
- 9) type of packaging;
- 10) number of packages;
- 11) mass of the goods;
- 12) wagon (container) number, who assigned the wagon for the carriage of goods (the consignor or the carrier);
- 13) a list of accompanying documents enclosed by the consignor to the consignment note;
- 14) information on payment of carriage charges;
- 15) number of seals and their signs;
- 16) method for determination of the mass of goods;
- 17) date of the contract of carriage.

§ 2. The consignment note shall, where appropriate, contain the following particulars in addition to the information listed in §1 of this Article:

- 1) the names of successive carriers;
- 2) the consignor's declarations concerning the goods;
- 3) the port railway stations and the ports for the transfer to transport by water;
- 4) other particulars provided for in the Rules for the Carriage of Goods.

§ 3. Consignment note blank forms shall be printed and completed in one of the official languages of the OSJD.

Consignment note blank forms, as well as the entries in all or some fields of the consignment note, may contain translation into another language.

By agreement between participants in the carriage, the consignment note may be completed in any other language.

§ 4. The consignment note may be completed as an electronic consignment note. The electronic consignment note shall function in the same way as a paper consignment note and shall represent the same set of data in electronic form as a paper consignment note.

Article 9
Responsibility for particulars entered in the consignment note

§ 1. The consignor shall ensure the correctness of the particulars and statements it enters in the consignment note. It shall bear responsibility for all the consequences in the event of those particulars and statements being incorrect, inaccurate or incomplete, or made elsewhere than in the allotted field of the consignment note. If, in accordance with the provisions of these General Provisions, the carrier enters the consignor's statements in the consignment note, it shall be deemed to have done so on behalf of the consignor unless the contrary is proved.

§ 2. If, before the conclusion of the contract of carriage, the carrier detects incorrect, inaccurate or incomplete particulars in the consignment note, the consignor shall produce a new consignment note if the Rules for the Carriage of Goods do not permit correction of particulars and statements in the consignment note.

§ 3. The consignor shall pay the carrier a penalty if, after a contract of carriage has been concluded, the carrier finds particulars and statements furnished by the consignor in the consignment note to be incorrect, inaccurate or incomplete and, at the same time, establishes that:

- 1) the goods include articles that are not allowed to pass through the State border in at least one of the States on whose territory they would have to be carried;
- 2) dangerous goods have been accepted for carriage in violation of their conditions of carriage;
- 3) in the process of loading by the consignor, overloading of the wagon (container) beyond its carrying capacity has been allowed;
- 4) the amount of carriage charges has been underestimated;
- 5) circumstances jeopardising the safety of traffic have arisen.

A penalty provided for in subparagraphs 1, 2, 4 or 5 of this paragraph shall be imposed in accordance with the provisions of Article 24 'Payment of carriage charges and penalties' in an amount equal to five times the fare payable to the carrier who ascertained such an infringement.

The penalty relating to subparagraph 3 of this paragraph shall be imposed in accordance with the provisions of Article 24 'Payment of carriage charges and penalties' in the amount of five times the fare for the carriage of the excess mass of goods due to the carrier who detected the excess.

The carrier shall be entitled to impose the penalties provided for in this paragraph, regardless of indemnification for possible damages and other penalties to be paid by the consignor or consignee in accordance with the terms of these General Provisions.

Article 10
Declaration of value of goods

§ 1. By agreement between the carrier and the consignor, the carriage of goods may be performed with a declaration of the value of goods.

§ 2. The carrier shall have the right to demand a supplementary payment for the declaration of the value of goods.

Article 11
Unit containers, packaging and marking

§ 1. Goods requiring unit containers or packaging to protect them from loss, damage, spoilage and reduction of quality during carriage, to prevent damage to and contamination of transport vehicles or other goods, as well as to avoid causing harm to human health, animals, the environment and railway infrastructure, shall be presented for carriage in unit containers or packaging that meet these requirements.

§ 2. The consignor shall ensure the correctness of markings, labels or tags applied or attached to cargo packages, as well as of labels affixed by the consignor to wagons, ITUs and road vehicles.

§ 3. If shortcomings are detected during external inspection of unit containers (packaging) of goods presented for carriage, raising concerns about the impossibility of transshipment, total or partial loss of, or damage to (spoilage of) goods and transport vehicles, the carrier shall refuse to accept the goods for carriage or shall accept them for carriage subject to special contractual conditions.

If the condition of unit containers or packaging of goods precludes further carriage, the goods shall be handled in accordance with the provisions of Article 21 'Impediments to carriage and delivery of goods'.

§ 4. The consignor shall be liable for the consequences of the absence or defective condition of unit containers or packaging, and for the consequences of the absence or irregularity of markings, labels or tags, and shall in particular make good any damage caused to the carrier as a result of this.

Article 12
Loading of goods and determination of their mass

§ 1. Goods shall be loaded onto wagons that are in good working order, suitable for the carriage of such goods and clean.

§ 2. The national law of the country of departure shall determine who is to load the goods onto the wagon: the carrier or the consignor.

The loading of goods onto ITUs and road vehicles shall be carried out by the consignor.

§ 3. The person carrying out the loading shall be responsible for establishing the suitability of the wagons for the carriage of the specific goods, for compliance with technical requirements regarding the stowage and fastening of goods in wagons, ITUs and road vehicles, and also for all the consequences of defective loading.

§ 4. If the consignment note contains no information as to who loaded the goods, they shall be deemed to have been loaded by the consignor.

§ 5. The mass of goods shall be determined in accordance with the Rules for the Carriage of Goods.

Article 13 Sealing

§ 1. Seals which cannot be removed without damaging them shall be used for sealing. Seals must be affixed in such a way as to exclude the possibility of access to the goods without damaging them.

§ 2. The requirements to be met by seals and the markings on them shall be laid down by the Rules for the Carriage of Goods.

§ 3. Serviceable seals affixed to wagons, ITUs or road vehicles in third States shall be deemed equivalent to seals affixed in accordance with these General Provisions.

Article 14 Acceptance of goods for carriage

Goods shall be accepted for carriage by the contractual carrier.

Goods accepted under one consignment note from one consignor at one station of departure for carriage to one consignee at one station of destination shall be considered to constitute a consignment.

Article 15 Completion of administrative formalities

§ 1. The consignor shall attach to the consignment note the accompanying documents necessary for the completion of customs and other administrative formalities over the entire route. These documents shall refer only to those goods which appear in the consignment note in question.

If the consignor does not attach to the consignment note a document that is necessary for the completion of administrative formalities and send it to the relevant administrative inspection body, it shall include information about this in the consignment note.

§ 2. The carrier shall not be obliged to check whether the accompanying documents attached by the consignor to the consignment note are correct and sufficient.

§ 3. The consignor shall be liable to the carrier for consequences resulting from the absence, insufficiency or incorrectness of the accompanying documents.

§ 4. Accompanying documents which the consignor has attached to the consignment note shall be listed by the consignor in the consignment note.

If the consignor has not complied with the provisions of this paragraph, the contractual carrier shall refuse to accept the goods for carriage.

§ 5. If the carriage or delivery of the goods is delayed because the consignor has not submitted the necessary accompanying documents or the documents it has submitted and listed in the consignment note are inadequate or incorrect, the carrier shall be paid the resulting additional carriage charges and costs as well as the penalties provided for by national law as laid down in Article 24 'Payment of carriage charges and penalties' of these General Provisions.

§ 6. Opening a wagon, ITU or road vehicle for border, customs, sanitary, veterinary, phytosanitary and other controls shall be recorded by the carrier by means of a report of opening.

§ 7. Intact seals of customs authorities or of the carrier, affixed after border, customs, sanitary, veterinary, phytosanitary and other types of checks, shall be treated as equivalent to the seals originally attached.

Article 16 Verification of goods

§ 1. The carrier shall be entitled to verify whether the consignor has complied with the conditions of carriage and whether the consignment corresponds to the particulars furnished by the consignor in the consignment note. Verification shall be carried out in accordance with the procedure laid down by national law.

§ 2. If the consignor has not complied with the conditions of carriage or the consignment does not match the information supplied by the consignor in the consignment note, the carrier shall, in the manner provided for in Article 24 'Payment of carriage charges and penalties' and in Article 25 'Additional costs associated with the carriage of goods' of these General Provisions, be compensated for all costs resulting from the verification and substantiated by supporting documents.

Article 17 Goods delivery period

§ 1. Save where otherwise agreed by the consignor and the carrier, the delivery period shall be determined for the whole of the route followed by the goods and must not exceed the period calculated on the basis of the rates established in this Article.

§ 2. The goods delivery period shall be determined on the basis of the following rates:

- for containers: 1 day (24 hours) per 150 km or part thereof;
- for other consignments: 1 day (24 hours) per 200 km or part thereof.

Delivery periods shall be set by the carrier for the goods requiring a speed restriction due to their technical characteristics, out-of-gauge goods and goods travelling on special trains with a separate locomotive.

For goods being moved in international through railway-ferry traffic, the delivery period for the waterway section of the journey shall be set by the carrier on that section of the journey.

§ 3. The goods delivery period shall increase by one day for operations connected with shipment of the goods.

The goods delivery period shall increase by two days:

- each time the goods are transhipped to wagons of a different gauge;
- each time wagons or cargo on its own axles are changed over to bogies of another gauge;
- for the carriage of goods in international through railway-ferry traffic.

§ 4. The delivery period shall be extended for the duration of any delay en route for reasons beyond the control of the carrier.

§ 5. The duration of the goods delivery period shall begin at 00:00 on the day following the day on which the contract of carriage is concluded, and shall end when the consignee is given notice that the goods have arrived, an incomplete day (24-hour period) being counted as a full day.

§ 6. Where the goods are distributed en route, the delivery period shall be calculated for that portion of the goods which has arrived according to the consignment note.

§ 7. The delivery period shall be deemed to have been complied with if the goods have arrived at the destination station before the period has expired and the carrier notifies the consignee that the goods have arrived and can be handed over to the consignee. The procedure for notifying the consignee shall be determined by the national law in force at the place where delivery takes place.

Article 18

Amendment of the contract of carriage

§ 1. The consignor and the consignee shall have the right to give instructions to the carrier in respect of the goods and thereby amend the contract of carriage. The consignor shall contact the contractual carrier, and the consignee shall contact the carrier delivering the goods.

§ 2. The consignor may make the following amendments to the contract of carriage:

- 1) change the destination station;
- 2) change the consignee of the goods.

§ 3. The consignee may make the following amendments to the contract of carriage only within the country of destination:

Wording as agreed on 20 March 2015, amended

- 1) change the destination station;
- 2) change the consignee of the goods.

The consignee may amend the contract of carriage in accordance with the terms of these General Provisions only as long as the goods are at the border station of entry into the country of destination.

Where the goods have already passed through the border station of entry into the country of destination, amendment of the contract of carriage by the consignee shall be subject to the national law in force in the country of destination.

§ 4. No amendment of the contract of carriage which results in the splitting of the consignment shall be permitted.

§ 5. The consignor's right to amend the contract of carriage shall cease when the consignment note is delivered to the consignee or the goods have arrived at the border station of entry into the country of destination, if the carrier already has a written declaration by the consignee concerning amendment of the contract of carriage.

§ 6. From the time when the contract of carriage is amended by the consignee, the consignor's obligations under the contract of carriage shall extend to it.

§7. The consignor shall not be liable for any consequences arising from the amendment of the contract of carriage made on the basis of the consignee's declaration.

§ 8. The carrier shall have the right to refuse to amend the contract of carriage or delay the implementation of the amendment only in cases where:

- 1) it is not feasible for the carrier at the time of receiving the declaration concerning the amendment of the contract of carriage;
- 2) it may interfere with the operation of the railway;
- 3) in the case of a change of destination station, the value of the goods will not cover all the estimated charges associated with carriage to the new destination station, unless the amount of such charges is paid or guaranteed immediately.
- 4) in the case of a change of destination station, the carriers indicated in the consignment note are changed and the new carriers have not agreed to perform carriage.

§ 9. The carrier shall have the right to demand payment of additional carriage costs and the costs arising due to the amendment of the contract of carriage.

Article 19
Delivery of goods

§ 1. On arrival of the goods at the destination station, the carrier shall deliver the consignment note and the goods to the consignee and the consignee shall accept the goods and the consignment note.

Wording as agreed on 20 March 2015, amended

§ 2. The consignee may refuse to accept the goods only in cases where, through the fault of the carrier, the quality of the goods has changed so much that they can no longer be used, either in part or in whole, for the original purpose.

§ 3. The consignment note and the goods shall be delivered after the consignee has paid all carriage charges payable to the carrier, save where otherwise stipulated in the agreement between them. The consignee shall be obliged to pay the carriage charges for all of the goods specified in the consignment note even if part of the goods specified in the consignment note is missing.

§ 4. Where the consignment is unloaded by the consignee, the carrier shall take part in verification of the number of packages or the condition or mass of the goods if:

1) the goods have arrived at the destination station showing signs that access may have been gained to the goods in a wagon, ITU or road vehicle with intact seals of the consignor, bearing markings corresponding to those indicated in the consignment note;

2) the goods have arrived at the destination station in a wagon, ITU or road vehicle with lost seals, damaged seals or seals bearing markings not corresponding to those indicated in the consignment note; the carrier shall, however, be entitled to refuse to take part in verifying the goods if even one undamaged seal of the consignor, preventing access to the goods and bearing markings corresponding to those shown in the consignment note, is still in place;

3) goods transported in open rolling stock show signs of shortage, damage or spoilage which can be determined by external visual inspection;

4) perishable goods have arrived upon expiry of the delivery period;

5) the carrier has not adhered to the temperature regime for carriage in the refrigerated wagons it operates;

6) the goods were loaded by the carrier.

§ 5. When returning a wagon/container after unloading the goods, the consignee shall return it to the carrier in a clean condition.

Article 20
Presumption of loss of goods

§ 1. If the goods have not been delivered to the consignee within 10 days upon the expiry of the goods delivery period, the consignor or the consignee shall have the right to apply, respectively, to the contractual carrier or the carrier delivering the goods for the goods to be traced. Applying for the goods to be traced shall not be regarded as lodging a claim for loss of the goods.

§ 2. The goods shall be deemed lost if they have not been delivered to the consignee within 30 days upon expiry of the goods delivery period.

§ 3. If the goods have arrived at the destination station after 30 days have elapsed since the delivery period expired, the carrier must notify the consignee accordingly. The consignee must accept the goods if they arrive no later than six months upon the

expiry of the delivery period, and return to the carrier the amounts which the carrier had paid him as compensation for the loss of goods, the refund of carriage charges and other costs of carriage.

If the compensation was paid to the consignor, the consignor must return the amount of the compensation to the carrier.

Nevertheless, the right shall remain to claim a penalty from the carrier for exceeding the goods delivery period and to claim compensation from it for total loss, insufficient mass, damage (spoilage), or reduction of the quality of the goods.

Article 21

Obstructions to carriage and delivery of goods

§ 1. If, for reasons beyond the carrier's control, an obstruction to the carriage of goods arises, the carrier shall decide whether to obtain instructions from the consignor or to transport the consignment to the destination station with modification of the original route.

§ 2. If the carrier, for reasons beyond its control, cannot transport the goods with modification of the original route, continue carriage, or deliver the goods to the consignee, the carrier shall immediately ask for instructions from the consignor.

§ 3. If, within eight days after the application to the consignor, or within three days in the case of perishable goods and within two days in the case of animals, the consignor fails to give instructions as to what to do with the goods or gives instructions which cannot be carried out, the carrier shall have the right to dispose of the goods.

§ 4. The carrier shall have the right to dispose of the goods without observing the deadlines set forth in § 3 of this Article if the condition of the goods calls for urgent action.

§ 5. If the consignor has given instructions in the consignment note as to what to do with the goods in the event of impediments to carriage and delivery of the goods, the carrier shall act accordingly. If the carrier decides that such instructions cannot be carried out, the provisions of § 1-3 of this Article shall apply.

§ 6. If obstructions to the carriage and delivery of goods arise for reasons beyond the carrier's control, the carrier shall be paid the additional carriage charges and costs it has incurred in connection with the obstruction, as well as penalties where these are provided for by national law.

Article 22
Formal Report

§ 1. The carrier shall draw up a formal report if, on verification of the goods during their carriage or delivery, it finds:

1) discrepancies between the name, mass or number of cargo packages and the particulars specified in the consignment note;

2) discrepancies between the marking of cargo packages and the particulars specified in the consignment note concerning the marking of cargo packages, the station and the railway of destination, the consignee and the number of cargo items;

3) damage to (spoilage of) goods;

4) that the consignment note, or any of its separate sheets concerning the goods in question, or goods listed in the consignment note in question are missing.

§ 2. If, under the national law of the country of destination of the goods, a formal report can be drawn up after the goods have been delivered to the consignee, the consignee shall be entitled to ask the carrier which delivered the goods to draw up a formal report for any reason which could not have been detected by means of external inspection when the goods were delivered. Such a request to the carrier which delivered the goods shall be made by the consignee immediately after establishing loss or shortage of, damage to (spoilage of) goods, and within three days upon the delivery of the goods at the latest.

Article 23
Calculation of carriage charges

§ 1. Carriage charges shall be calculated in accordance with the tariffs applied by the carriers performing the carriage.

§ 2. Carriage charges shall be calculated separately by each carrier involved in the carriage, for the carriage distances and in the currency to be determined in accordance with the applicable tariffs for the international carriage in question.

Carriage charges for a waterway section of the journey shall be calculated in accordance with the tariff applicable to the carriage concerned.

§ 3. Carriage charges shall be calculated in accordance with the tariffs applicable on the day on which the contract of carriage is concluded.

§ 4. When a wagon is found to be loaded beyond its carrying capacity or the maximum static load exerted by a wheelset of the wagon on the rails is found to be exceeded, the charges for carriage of the surplus mass of goods, unloaded onto a separate wagon shall be calculated as for a separate consignment according to the tariffs applicable on the day on which the excess load was discovered.

§ 5. When a consignment note is found to contain incorrect, inaccurate or incomplete information, the carrier who found this discrepancy and successive carriers shall calculate the carriage charges for the goods actually carried.

§ 6. If, in the event of obstructions to the carriage of goods for reasons not attributable to the carrier, the route of carriage of the goods has been changed, the carriage charges shall be calculated for carriage as to the modified route.

§ 7. If, for the transshipment of a consignment from one wagon en route, for reasons not attributable to the carrier, two or more wagons of the same gauge are required, the carriage charges for the goods loaded onto each of the wagons shall be calculated as for a separate consignment.

§ 8. If, at a station which is a connecting station for railways of different gauges, the transshipment of a consignment from one wagon of one gauge requires two or more wagons of another gauge, the carrier shall have the right to calculate the carriage charges for the goods loaded into each of the wagons separately as for separate consignments.

§ 9. Where the contract of carriage is modified, the carriage charges shall be calculated separately for the distance to the station where the contract of carriage was modified, and the distance from that station to the new destination station.

Article 24

Payment of carriage charges and penalties

§ 1. Save where otherwise stipulated in an agreement between the contractual carrier and the consignor, carriage charges shall be paid:

- 1) by the consignor to the carriers involved in the carriage of the goods, except for the carrier delivering the goods, for the carriage performed by those carriers;
- 2) by the consignee to the carrier delivering the goods, for the carriage performed by that carrier.

The same procedure shall apply with regard to penalties.

§ 2. If the consignor or the consignee assigns fulfilment of their obligations under § 1 of this Article to a third party, that third party must be specified by the consignor in the consignment note as the payer and have an agreement with the relevant carrier.

§ 3. If the consignee has neither taken over the goods nor exercised the rights provided for in § 3 of Article 18 'Modification of the contract of carriage' and § 2 of Article 19 'Delivery of goods', or if it has failed to attend to receive the goods, the obligation to pay carriage charges under the contract of carriage shall transfer to the consignor.

§ 4. In the case of incorrect calculation of carriage charges, undercharges shall be paid and overcharges repaid.

§ 5. Carriage charges and penalties shall be paid to the carrier in the manner provided for by the national law of the State in which the payment is made.

§ 6. The carrier shall be entitled to demand payment of carriage charges before carriage commences.

Article 25

Additional costs associated with the carriage of goods

§ 1. The carrier shall be reimbursed for all costs associated with the carriage of goods that are not provided for in the applicable tariffs but have been incurred owing to circumstances beyond the carrier's control. Such costs shall be determined on the date on which they arise, separately for each consignment and shall be confirmed by corresponding documents.

§ 2. Additional costs shall be reimbursed in accordance with the procedure provided for in Article 24 'Payment of carriage charges and penalties'.

Article 26

Cash on delivery payments and loans

Cash on delivery payments and loans shall not be permitted.

Article 27

Carrier's lien

§ 1. Until all payments arising out of the contract of carriage have been received, the carrier shall have a right of lien over the goods in its charge.

§ 2. Exercise of the right of lien shall be determined by the national law of the country where the carrier exercises its right of lien.

Article 28

Settlement of accounts between carriers

§ 1. A carrier which has received or should have received carriage charges due under the contract of carriage to other carriers involved in the carriage, must pay them to those carriers.

§ 2. Settlement of accounts between carriers resulting from the application of these General Provisions shall be effected in accordance with a contract concerning the settlement procedure concluded between the carriers.

Article 29
Claims between carriers
for recovery of amounts of compensation paid

§ 1. A carrier who, in the cases provided for in these General Provisions, has paid compensation to a consignor or a consignee in accordance with these General Provisions, shall have a right of recourse against other carriers involved in the carriage, in accordance with the following provisions:

1) if the loss or damage has been caused due to the fault of one carrier, that carrier shall have sole liability for it;

2) if the loss or damage has been caused due to the fault of several carriers involved in the carriage, each carrier shall be liable only for the portion of the loss or damage it has caused;

3) if it cannot be proved that the loss or damage was caused due to the fault of one or more carriers, the carriers shall agree a procedure for the apportionment of liability. If the carriers cannot reach agreement on a procedure for the apportionment of liability, liability shall be apportioned among them in proportion to the tariff kilometres travelled by the consignment when carried by each of the carriers except those which prove that the loss or damage did not arise through any fault of theirs.

§ 2. When recovering amounts of compensation for exceeding the goods delivery period, if the goods delivery period was exceeded either on several railways or on railways and a waterway section of the route, the percentage for calculating the compensation shall be determined in accordance with § 2 of Article 38 'Amount of compensation for exceeding the goods delivery period' based on the total exceedance of the delivery period for the whole of the route, and shall be applied to the carriage charge received by each of the carriers who allowed the delivery period to be exceeded.

§ 3. A carrier with whom a claim for recovery of compensation paid is lodged shall not be entitled to contest the validity of the compensation payment by the carrier lodging the claim if the compensation was determined by a court decision and if the carrier against whom the claim is made was notified in good time of the consideration of the case by a court.

§ 4. A claim for recovery of compensation paid under a claim for compensation shall be lodged within 75 days of the date of the actual payment of the amount payable under the claim.

A claim for compensation determined by a court decision shall be lodged within 75 days of the entry into force of that decision.

Article 30
Liability of the carrier

§ 1. A carrier shall bear liability in respect of the consignor or the consignee, arising

solely from the contract of carriage, in the manner and within the limits prescribed by these General Provisions.

§ 2. The carrier shall be liable for loss or shortage of, or damage to (spoilage of), goods between the time of their acceptance for carriage and the time of their delivery. The circumstances constituting grounds for the carrier's liability for the loss or shortage of, or damage to (spoilage of), the goods, shall be certified by the formal report.

§ 3. The carrier shall be liable for exceeding the goods delivery period.

Article 31

Persons for whose actions the parties to the contract of carriage shall be liable

§ 1. The parties to a contract of carriage shall be liable for the actions of their staff members and any other persons whose services they use to execute a contract of carriage, when these staff members or other persons are performing their duties.

§ 2. The railway infrastructure manager shall be considered to be a person whose services are used by a carrier to execute a contract of carriage.

Article 32

Limits of carrier's liability

§ 1. The limit of a carrier's liability shall not exceed the amount of compensation payable by the carrier for the loss of goods.

§ 2. The carrier shall be relieved of liability for loss or shortage of, damage to (spoilage of) goods accepted for carriage if these have occurred:

1) due to circumstances which the carrier could not avert and the elimination of which was beyond its control;

2) due to the inadequate quality of goods, unit containers or packaging, or owing to particular natural and physical properties of goods, unit containers or packaging that has caused damage to (spoilage of) them;

3) through the fault of the consignor or the consignee, or in consequence of their requirements, owing to which blame cannot be attributed to the carrier;

4) for reasons connected with the loading or unloading of goods, if these operations were performed by the consignor or the consignee;

5) due to the absence of unit containers or packaging of the goods which were necessary for their carriage;

6) as a result of the fact that the consignor handed the goods over for carriage under an incorrect, inaccurate or incomplete designation, or without complying with the terms of these General Provisions;

7) due to loading of goods by the consignor onto a wagon or into a container not suitable for the carriage of the goods in question;

Wording as agreed on 20 March 2015, amended

8) due to the incorrect selection, by the consignor, of the method of carriage of perishable goods or of the type of wagon (container);

9) due to failure by the consignor or by the consignee to complete or inadequate completion of customs or other administrative formalities;

10) due to the checking, detention or confiscation of goods by public authorities, for reasons beyond the carrier's control.

§ 3. The carrier shall not be liable for loss or shortage of, or damage to (spoilage of) goods accepted for carriage if this happened during carriage subject to special contractual terms and exemption from liability is provided for in these special contractual terms.

§ 4. The carrier shall not be liable for shortages of:

1) goods transported in unit containers or in bundles, if the total number of items in intact unit containers or bundles are delivered to the consignee and there are no external signs of access to the contents that could have caused a partial loss of the goods;

2) goods transported without unit containers or bundling if the total number of intact items are delivered to the consignee and there are no external signs of access to the contents that could have caused a shortage of the goods;

3) goods, if the goods loaded by the consignor into wagons, ITUs or road vehicles are delivered to the consignee with the consignor's seals intact and there are no external signs of access to the goods that could have caused a shortage of the goods;

4) goods in containers loaded by the consignor onto a wagon (with doors facing inside), if the containers on this wagon continued their journey without being re-arranged and were handed over to the consignee without the checking of seals and without any external signs of access to the goods that could have caused a shortage of the goods;

5) goods accepted for carriage in open rolling stock, if the goods have arrived in an intact wagon without reloading en route, and there are no signs indicating that a shortage of goods occurred during carriage;

6) removable or spare parts stowed in sealed ITUs or road vehicles, if these ITUs or road vehicles were delivered to the consignee with the consignor's seals intact.

§ 5. The carrier shall not be liable for damage to goods accepted for carriage in open rolling stock if the goods have arrived in intact wagons without reloading en route and there are no signs indicating damage to (spoilage of) the goods during carriage.

§ 6. The carrier shall be relieved of liability for exceeding the goods delivery period if the exceedance was caused:

1) by circumstances which the carrier could not avert and the elimination of which was beyond its control;

2) through the fault of the consignor or of the consignee, or in consequence of their requirements, whereby blame cannot be attributed to the carrier;

3) owing to non-completion or inadequate completion of customs or other administrative formalities by the consignor or the consignee, or a person authorised by them.

§ 7. In international through railway-ferry traffic, the carrier shall also be released from liability for loss or shortage of, damage to (spoilage of), or exceeding the delivery period for goods accepted for carriage if the loss, shortage, damage (spoilage) or exceedance of the goods delivery period occurred as a result of:

1) a fire, if the carrier proves that the fire did not occur through its fault or through the fault of other persons whose services it uses to execute the contract of carriage, when these other persons were performing their duties;

2) lifesaving measures or reasonable measures to save property;

3) a hazard, danger or accidents.

The carrier may refer to these reasons for release from liability only if it proves that the loss or shortage of, damage to (spoilage of), or exceedance of the delivery period of goods took place on the waterway section of the route during the period from commencement of the loading of the goods (loading the container with goods) in a wagon for waterway transport and before its unloading from the waterway transport.

Article 33

Presumption in the event of a change in the legal regime governing the contract of carriage

If, in the case of carriage of goods from a third state after the reissuance of the consignment note owing to a change in the legal regime governing the contract of carriage, in accordance with the terms of these General Provisions, there is found to be damage to (spoilage of) or shortage of the goods, and the consignment was accepted by the carrier without remarks, it shall be presumed, until the contrary is proved, that the damage to (spoilage of) or shortage of the goods occurred during the execution of the last contract of carriage.

Article 34

Burden of proof

§ 1. The burden of proving that loss or shortage of, or damage to (spoilage of) goods occurred as a result of one of the circumstances specified in subparagraphs 1 and 4 of § 2 of Article 32 'Limits of carrier liability' shall be borne by the carrier.

§ 2. If it is established that the loss or shortage of, or damage to (spoilage of) the goods could have occurred as a result of the circumstances specified in subparagraphs 2, 3 and 5-10 of § 2 and subparagraphs 2 and 3 of § 7 of Article 32 'Limits of carrier liability', the damage shall be considered to have occurred as a result of those circumstances unless the consignor or the consignee proves otherwise.

§ 3. The burden of proving that the exceedance of the goods delivery period was not attributable to the carrier shall be borne by the carrier.

Article 35

Amount of compensation in the event of loss or shortage of goods

§ 1. In cases where these General Provisions require the carrier to compensate the consignor or the consignee for loss or shortage of goods, the amount of compensation shall be determined on the basis of the value of goods.

If goods transported with a declaration of value are lost or short, the carrier shall pay to the consignor or the consignee the amount of the declared value or the portion of the declared value corresponding to the portion of the goods which has been lost.

§ 2. In addition to the compensation provided for in § 1 of this Article, carriage charges and other costs of the consignor (consignee) received by the carrier for the carriage of (the portion of) the goods lost shall be refunded if they have not been included in the cost of the goods.

§ 3. In calculating the amount of compensation in the event of a shortage in terms of mass, the carrier shall have the right to offset surplus mass against the shortage if, at the time of delivery of goods of the same designation and quality which arrived from the same consignor to the same consignee, including if they have been transshipped en route, there was a shortage of goods under one consignment note and a surplus under another one.

Article 36

Limitation of liability for shortage of mass of goods

§ 1. In respect of goods which, by reason of their nature, are subject to wastage during carriage, the carrier shall, whatever the distance travelled by the goods, be liable only to the extent that the shortage exceeds the following allowances:

1) 2% of mass for liquid goods or goods presented for carriage in a wet (moist) condition;

2) 1% of mass for dry goods.

In the case of goods transported in bulk, if these are transshipped en route, the above allowances shall be increased by 0.3% for each transshipment.

§ 2. In respect of goods which, by reason of their nature, are subject to wastage during carriage, the carrier shall, whatever the distance travelled by the goods, be liable only to the extent that the shortage exceeds 0.2% of the mass of the goods.

§ 3. Where several cargo packages are carried under a single consignment note, wastage shall be calculated separately for each package if its mass has been shown separately in the consignment note or can be ascertained by other means.

§ 4. When calculating compensation for the loss or shortage of several cargo packages, no deductions for the allowances laid down in § 1 and § 2 of this Article shall be made in respect of lost goods or short packages.

Article 37

Amount of compensation in the event of damage to (spoilage of) goods

§ 1. In cases where these General Provisions require the carrier to compensate the consignor or the consignee for damage to (spoilage of) goods, the amount of compensation payable shall be equivalent to the amount by which the value of the goods has decreased.

§ 2. In the case of damage to (spoilage of) goods transported with a declaration of value, the carrier shall reimburse an amount representing the portion of the declared value corresponding to the percentage decrease in the value of the goods resulting from the damage to (spoilage of) the goods.

§ 3. The amounts of compensation provided for in § 1 and § 2 of this Article shall be determined in accordance with the provisions of § 1 of Article 35 'Amount of compensation for loss or shortage of goods', taking into account the extent of the reduction in the value of goods, established at the place of destination in accordance with national law.

Article 38

Amount of compensation for exceeding the goods delivery period

§ 1. If the carrier has failed to comply with the goods delivery deadline calculated in accordance with Article 17 'Goods delivery deadline', the carrier shall pay compensation for exceeding the delivery deadline in the form of a penalty.

§ 2. The amount of penalty for exceeding the goods delivery deadline shall be determined on the basis of the carriage charges of the carrier who caused the delivery deadline to be exceeded, and the value (length) of the exceedance of the delivery deadline, calculated as the ratio of the exceedance of the delivery deadline (in days) to the total delivery period, namely:

6% of the carriage charge when the exceedance of the delivery deadline is not more than one tenth of the total delivery period;

18% of the carriage charges when the exceedance of the delivery deadline is more than one tenth but not more than three tenths of the total delivery period;

30% of the carriage charge when the exceedance of the delivery deadline is more than three tenths of the total delivery period.

§ 3. In cases where these General Provisions require the carrier to pay compensation for the loss of goods, no penalty shall be paid for exceeding the goods delivery deadline.

In the event of shortage of goods, the penalty for exceeding the delivery period shall be paid in an amount determined on the basis of the portion of the goods delivered.

Wording as agreed on 20 March 2015, amended

In the case of damage to (spoilage of) goods, the payment of compensation for exceeding the delivery deadline shall not preclude the payment of compensation provided for in Article 37 'Amount of compensation in the event of damage to (spoilage of) goods'.

Article 39
Claims

§ 1. The right to make claims against the carrier shall belong to the consignor and the consignee.

The right to make claims for refund of overpayments of carriage charges pursuant to § 4 of Article 24 'Payment of carriage charges and penalties' of these General Provisions shall also belong to any person who has paid these carriage charges in accordance with § 2 of Article 24 'Payment of carriage charges and penalties' of these General Provisions.

Assignment of the right to make claims is not permitted.

§ 2. Claims shall be made in writing, with appropriate justification and an indication of the amount claimed.

Claims may be made:

by the consignor, against the contractual carrier;

by the consignee, against the carrier delivering the goods.

§ 3. Claims shall be made separately for each consignment, except for:

a claim for refund of overpayments of carriage charges. Such a claim may be made for several consignments;

where one formal report has been drawn up for several consignments. In such cases, a claim shall be made for all consignments indicated in the formal report.

§ 4. No claim for an amount equivalent to 23 Swiss francs or less per consignment shall be satisfied. If a claim is made for a higher amount and is recognised as compensable in an amount which is equivalent to 23 Swiss francs or less, that amount shall not be paid to the claimant.

§ 5. Claimants must attach to their claim the supporting documents specified by the Rules governing the Carriage of Goods.

The originals of the consignment note and the formal report shall be attached.

§ 6. Claims not made in compliance with § 3 and § 5 of this Article shall be returned by the carrier to the claimant without consideration, no later than 15 days of the date of its receipt by the carrier, with an indication of the reason for its return. In such cases, the period of limitation referred to in § 3 of Article 41 'Period of limitation' shall not be suspended. If the carrier returns a claim to the claimant upon expiry of the 15-day period, the limitation period shall be suspended from the day following the expiry of this term until the day when the carrier sends the claim to the claimant. The return of the claim by the carrier to the claimant shall not constitute its rejection and shall not entitle the claimant to bring the case before a court.

§ 7. The carrier shall, within 180 days of receipt of a claim, consider the claim, respond to the claimant and, in the event of complete or partial recognition of the claim, pay the due amount to the claimant.

§ 8. In the case of partial or complete rejection of a claim, the carrier shall notify the claimant in writing of the grounds for rejecting the claim and at the same time return the documents attached to the claim.

§ 9. In all cases to which these General Provisions apply, any claim may be lodged with a carrier only subject to the conditions and within the scope of the provisions of these General Provisions. This provision shall apply to all claims in respect of staff members and other persons for whom the carrier is liable under the provisions of Article 31 'Persons for whose actions the parties to the contract of carriage are liable'.

Article 40

Claims under the contract of carriage. Jurisdiction

§ 1. An action may be brought only after a claim has been made, and only against the carrier against which the claim was made. The right to bring an action under these General Provisions shall belong to the person who has the right to make a claim against the carrier.

§ 2. The right to make a claim and bring an action shall arise:

for compensation for shortage of or damage to (spoilage of) goods, and for exceeding the goods delivery period – from the day on which the goods are delivered to the consignee;

for compensation for loss of goods – from the 30th day upon expiry of the delivery period;

3) for refund of overpayments of carriage charges – from the day on which the carriage charges were paid;

4) for other claims – from the day when the circumstances constituting grounds for making the claims arose.

§ 3. An action may be brought:

1) if the carrier has not responded to a claim within the period prescribed for consideration of the claim;

2) if, within the period prescribed for consideration of a claim, the carrier has notified the claimant of complete or partial rejection of the claim.

§ 4. Action shall be brought in a competent court at the respondent's location.

Article 41
Limitation periods

§ 1. Actions against carriers pursuant to these General Provisions shall be brought:

1) within two months, where they concern exceedance of the goods delivery deadline;

2) within nine months, where brought on other grounds.

§ 2. The periods referred to in § 1 of this Article shall start from the moment when the right to bring an action referred to in § 2 of Article 40 'Claims under the contract of carriage. Jurisdiction' of these General Provisions arose. The day on which the period of limitation commences shall not be included in the period.

§ 3. The lodging of a claim made in accordance with Article 39 'Claims' of these General Provisions shall cause the limitation periods laid down in § 1 of this Article to be suspended.

The limitation period shall recommence on the day on which the carrier notifies the claimant of complete or partial rejection of its claim, or from the day when the time limit laid down in § 7 of Article 39 'Claims' of these General Provisions expires, if the carrier does not answer the claim.

The re-lodging of a claim on the same grounds shall not cause the limitation periods provided for in § 1 of this Article to be suspended.

§ 4. The passing of limitation periods shall constitute a ground for rejecting claims.

Wording as agreed on 20 March 2015, amended

Wording as agreed on Thursday 24 April 2014

Draft

**Annex 2 to the Convention
on International Through
Railway Traffic**

**GENERAL PROVISIONS
ON THE CONTRACT OF CARRIAGE OF PASSENGERS
IN INTERNATIONAL TRAFFIC**

**SECTION I
GENERAL PROVISIONS**

**Article 1
Scope**

§ 1. The General Provisions on the Contract of Carriage of Passengers in International Traffic (hereinafter 'General Provisions') shall lay down the basic requirements to be met by a contract of carriage of passengers and luggage in international railway traffic.

§ 2. The General Provisions shall apply to the carriage of passengers and luggage if:

1. The departure and destination stations are located in two different States;
2. The departure and destination stations are located in the same State, but the contract of carriage was concluded in a different State.

The parties to the agreement may at any time declare the non-application of subparagraph 2 of § 2 of this Article.

3. The departure and destination stations are located in the same State, but carriage is effected in transit through the territories of other States.

**Article 2
Definitions**

For the purposes of the General Provisions, the following basic terms shall be defined as set out below:

agent – a legal person who, on behalf of a carrier, performs particular functions of the carrier on the basis of a contract concluded between them;

luggage – items (articles) belonging to a passenger, accepted by the carrier for carriage in the luggage van of a passenger train;

contractual carrier – a legal person that has entered into a contract of carriage in accordance with these General Provisions;

persons with reduced mobility – persons having permanent or temporary physical, mental, intellectual or sensory impairments who, in the context of interaction with various barriers, cannot make full and effective use of transport services on an

equal basis with other passengers, or persons whose mobility is reduced as a result of age;

coach operator – a legal person having passenger coaches or luggage vans of which it is the proprietor or the keeper and participating, on the basis of a contract with a carrier, in the execution of carriage using these coaches;

consignor – a passenger who sends luggage and is shown in the carriage document;

passenger – a natural person using the services of a carrier in accordance with a contract of carriage or on other lawful grounds;

carriage document – a document confirming the conclusion of a contract for the carriage of luggage;

carrier – a contractual carrier and all successive carriers involved in the carriage of a passenger and luggage;

consignee – a passenger who receives luggage and is shown in the carriage document;

successive carrier – a legal person that assumes obligations under a contract of carriage from the contractual carrier or from another successive carrier for the purposes of further carriage;

travel document – a document confirming the conclusion of a contract for the carriage of a passenger;

hand luggage – items (articles) belonging to passengers which the passengers carry with them;

infrastructure manager – a person who provides services to carriers relating to the use of infrastructure;

participants in carriage – carriers, actual carriers, coach operators, infrastructure managers and agents;

actual carrier – a legal person that has not concluded a contract of carriage but to whom a contractual or a successive carrier has entrusted the execution of carriage by rail on a particular section.

Article 3

Partial invalidity and severability

§ 1. Any condition of a contract of carriage which is at odds with the conditions laid down in the General Provisions shall be null and void, except in cases expressly provided for in the General Provisions. The nullity of such conditions shall not entail the nullity of other terms of the contract of carriage.

§ 2. The carrier may undertake additional commitments under a contract of carriage provided that, as a result, there is no deterioration in the conditions of carriage of the passenger and luggage laid down by these General Provisions.

§ 3. Carriers may conclude amongst themselves agreements on mutual relations in the execution of carriage in international passenger traffic.

SECTION II
CONCLUSION AND EXECUTION OF THE CONTRACT OF CARRIAGE

Article 4
Contract of carriage

§ 1. In accordance with the contract of carriage, the carrier shall undertake to carry the passenger and luggage to the place of destination and to deliver the luggage to the consignor or consignee, while the passenger and/or consignor must pay the charge laid down.

§ 2. The contract of carriage must be confirmed by one or more travel documents or carriage documents.

§ 3. The carrier shall have the right not to conclude a contract of carriage if:

1. the conclusion of a contract is precluded by the General Provisions;
2. the stations of departure and destination and the route are not included in the applicable tariffs;
3. on the desired departure date there are no vacant seats available in a coach intended for the carriage of passengers;
4. in the case of the carriage of luggage, there is no luggage van running on the route or it has no free space for luggage.

§ 4. The carrier must ensure that the passenger is provided with information on the conditions of carriage and the services provided by the carrier, and on the rights and obligations of the passenger in accordance with these General Provisions.

§ 5. Passengers' complaints concerning their travel conditions and the conditions in which luggage is carried shall be examined by carriers in accordance with the procedure and within the time limits set in national law laying down the procedure for the examination of such matters.

Article 5
Travel document

§ 1. The component parts of travel documents, as well as the languages used, shall be determined by the Rules governing the Carriage of Passengers and Luggage in International Traffic (hereinafter 'the Rules of Carriage').

§ 2. The travel document shall be established in the form of a paper document or of an electronic document, both having equal legal force.

§ 3. The following particulars shall be shown in the travel document:

1. the carrier or carriers;
2. the names of stations of departure and destination;
3. an indication that the carriage is subject to these General Provisions;
4. the number of seats/berths;
5. the fare;
6. date of the contract of carriage.
7. the period of validity of the travel document.

§ 4. In addition to the particulars specified in § 3 of this Article, the travel document may contain other information envisaged by the Rules of Carriage.

Wording as agreed on 20 March 2015, amended

§ 5. On receipt of the travel document, the passenger must check that the particulars it contains are correct.

§ 6. The validity period and validity of the travel document shall be laid down by the Rules of Carriage.

§ 7. The procedure for keeping and inspecting travel documents en route shall be established by the Rules of Carriage.

§ 8. The Procedure for the carriage of passengers under electronic travel documents shall be established by the rules of carriage.

Article 6 Carriage document

§ 1. The following particulars shall be shown in the carriage document:

1. the carrier or carriers;
2. the names of stations of departure and destination;
3. a statement that the carriage is subject to these General Provisions;
4. the weight of the luggage;
5. the number of seats/berths;
6. the carriage charge;
7. date of the contract of carriage.
8. Information on the consignor and consignee.

§ 2. In addition to the particulars specified in § 1 of this Article, the carriage document may contain other information envisaged by the Rules of Carriage.

§ 3. The languages used when completing the travel document shall be determined by the Rules of Carriage.

§ 4. Upon receipt of the carriage document, the consignor must check that the particulars it contains are correct.

Article 7 Right to be travel. Refusal of carriage

§ 1. The passenger's right to travel shall be confirmed by a valid travel document.

§ 2. A person travelling without a travel document or with an invalid travel document shall be allowed to continue their journey, if there are vacant seats on the train, after they have paid the fare and the penalty provided for in § 2 of Article 28 of these General Provisions.

§ 3. The carrier shall have the right to terminate the contract of carriage if:

1. the passenger or the consignor of the luggage does not comply with these General Provisions;
2. the passenger does not comply with the conditions laid down for the carriage of hand luggage;
3. the behaviour or condition of the passenger impairs the travelling conditions of other passengers or endangers their safety;
4. the behaviour or condition of the passenger poses a threat to traffic safety;
5. execution of the contract of carriage is obstructed by circumstances which the carrier or participants in carriage authorised by the carrier cannot avert and the elimination of which is beyond their control.

§ 4. When required by the passenger or the consignor, the carrier or participants in carriage authorised by the carrier must confirm the non-execution of, or the amendment of the conditions of, the contract of carriage in the manner established by the Rules of Carriage.

Article 8

Allocation of seats/berths on a train. Transferring to a coach of another class or a seat/berth of another category. Interrupting the journey

§ 1. The carrier must provide conditions of carriage for the passenger in accordance with the contract of carriage.

§ 2. A passenger who cannot be given the seat/berth indicated in their travel document for reasons attributable to the carrier shall have the right to forgo their journey.

At the passenger's request, the carrier must, if there are vacant seats/berths on the train, allocate a seat/berth of any category. When allocating the passenger a seat/berth of a higher category, the passenger shall not be charged the difference in fare.

When travel is refused or a seat/berth is allocated in a coach of a lower class or category, the full cost of the travel documents or the difference in the cost of the travel documents shall be refunded by the carrier which concluded the contract of carriage, in the manner established by the Rules of Carriage.

§ 3. The passenger shall have the right to move to a seat/berth or coach of a higher class or category than that indicated in their travel document if the carrier is able to allocate a vacant seat/berth and the passenger pays the difference in fare in accordance with the applicable tariffs.

§ 4. Within the period of validity of the travel document the passenger may interrupt the journey at stations where the train stops.

The procedure for interrupting and resuming the journey shall be established by the Rules of Carriage.

Article 9

Carriage by special train or coach

§ 1. Passengers may be carried by special train or coach intended for making a trip on the basis of an order with mandatory agreement of the conditions of carriage between the participants involved in the carriage.

§ 2. Any legal or natural person shall be entitled to submit an order for carriage by special train or coach. The procedure for submitting an order shall be established by the contractual carrier.

§ 3. The carrier may refuse to organise carriage by special train or coach.

**Article 10
Carriage of children**

§ 1. A passenger shall have the right to take one child free of charge if the child is less than four years of age at the start of the journey and does not occupy a separate seat.

§ 2. The procedure for carriage of, and payment of the fare for, children who are less than ten years of age at the start of a journey shall be established by the Rules of Carriage.

**Article 11
Carriage of persons with reduced mobility**

§ 1. At the request of persons with reduced mobility, a carrier shall provide information on the services provided, the possibilities for making a journey and access to railway stations, passenger platforms and rolling stock.

§ 2. The carrier or persons authorised by the carrier shall, where possible, ensure that the station, passenger platform and rolling stock are accessible to persons with reduced mobility. These services shall be provided at no additional charge.

§ 3. The carrier shall provide services for the reservation and sale of travel documents for persons with reduced mobility under non-discriminatory conditions.

§ 4. Persons with reduced mobility requiring assistance in accessing a railway station, passenger platform or rolling stock shall inform the carrier of their intention to make a journey at least 48 hours before the start of the journey. If that condition is not met, the carrier shall take all possible measures to organise the carriage of passengers with reduced mobility.

§ 5. The carrier or persons authorised by the carrier shall determine the means by which persons with reduced mobility can announce their arrival at the station of departure and request the necessary assistance.

§ 6. Assistance shall be provided on condition that the person with reduced mobility presents him/herself at the time and place specified by the carrier providing the assistance, or by persons authorised by the carrier; the time specified shall not be more than 60 minutes before the departure of the train.

§ 7. Persons with reduced mobility shall be entitled to carry with them, free of charge and in excess of the hand luggage limit laid down, equipment that is necessary for their mobility.

**Article 12
Carriage of hand luggage and animals**

§ 1. Passengers may carry hand luggage and animals with them. The conditions for carriage of hand luggage and animals shall be established by the Rules of Carriage.

§ 2. The following shall not be accepted for carriage as hand luggage:

1. items (articles) which may damage or contaminate the coach or harm other passengers or their belongings;

2. items (articles) may cause infection or which have an unpleasant odour;
3. bulky items (articles) the size of which exceeds the limits established by the Rules of Carriage;

4. animals, where provided for in the Rules of Carriage.

§ 3. The carriage of dangerous goods (articles) in hand luggage shall be governed by the General Provisions on the carriage of dangerous goods in international railway traffic.

§ 4. If the carrier has reason to suspect that the passenger is not complying with the conditions laid down for the carriage of hand luggage, or that the passenger is carrying articles which are prohibited for carriage as specified in § 2 of this Article, the carrier shall have the right to examine the hand luggage to check that it complies with the standards and conditions of carriage. The hand luggage shall be examined by the carrier in the presence of the passenger.

§ 5. The passenger himself shall take care of the integrity and safety of his hand luggage, and also of the animals accompanying him.

Article 13

Carriage of luggage

§ 1. Luggage shall be accepted for carriage only on presentation of a travel document.

§ 2. Carriers shall forward luggage through the border stations indicated in the travel and carriage documents.

§ 3. The carriage of dangerous goods as luggage shall be governed by the General Provisions on the carriage of dangerous goods in international rail traffic.

§ 4. Articles which are prohibited for carriage as luggage and the norms, conditions and procedure for the acceptance, carriage and delivery of luggage shall be established by the Rules of Carriage

§ 5. When accepting luggage, the carrier must check its compliance with these General Provisions and the Rules of Carriage.

§ 6. At the time of handing over the luggage, the consignor may declare its value in the currency of the country of dispatch. The procedure for declaring the value of luggage shall be established by the Rules of Carriage.

The carrier shall have the right to demand payment of a supplementary charge for the declaration of value of luggage.

§ 7. Luggage shall be delivered only at the destination station shown on the carriage document. At the time of delivery of the luggage, the consignee shall pay all additional expenses incurred by the carrier as a result of the consignor's failure to comply with the conditions of carriage.

§ 8. The carrier must notify the consignee of the arrival of luggage at the destination station or of a delay en route.

§ 9. Luggage not received by the consignee within the time limits established by the Rules of Carriage shall be considered to be unclaimed and shall be subject to sale by the carrier.

§ 10. If, for reasons attributable to the carrier, luggage is not delivered to the consignee within 10 days of the date of expiry of the delivery period, the luggage shall be considered lost.

Article 14
Luggage delivery periods

§ 1. Luggage delivery periods shall be determined for the whole of the route on the basis of norms laid down by the Rules of Carriage.

§ 2. The luggage delivery period shall be extended by:

1. The duration of any delay en route for reasons beyond the carrier's control;
2. The duration of operations associated with an examination of the luggage, if the examination reveals a breach of Article 13 of these General Provisions;
3. The time necessary for forwarding the luggage, or in the cases provided for by the Rules of Carriage.

Article 15
Customs and other rules

The passenger shall comply with passport and administrative (including visa), customs and other rules laid down for travel by rail in international traffic.

SECTION III
CARRIAGE CHARGES

Article 16
Calculation and collection of carriage charges

§ 1. The carriage charges (cost of a ticket, seat reservation, charge for the carriage of luggage) for the carriage of passengers and luggage shall be calculated according to the international tariff applicable on the day of departure of the train.

§ 2. The carriage charges shall be collected at the time of issue of the travel documents and the luggage ticket for the whole route from the departure station to the destination station.

In addition to the carriage charges, additional payments and fees may be collected from passengers or consignors in accordance with the national law of the State where the travel document was issued.

Article 17
Refund of carriage charges

§ 1. In the event of a refusal of travel or a change in the conditions of the contract of carriage, the passenger or consignor shall have the right to demand a refund of the corresponding carriage charges.

§ 2. The carriage charges shall be refunded by the contractual carrier.

§ 3. Where carriage charges are refunded, payments and fees connected with the refund may be withheld from the passenger or consignor, save where the carriage charges are being refunded in accordance with the Rules of Carriage.

§ 4. Amounts paid shall not be refunded in the following cases:

1. Loss of travel documents;

2. Annulment of the contract of carriage for reasons of non-compliance with the provisions of subparagraphs 1-4 of §3 of Article 7 of these General Provisions.

3. The absence of the relevant mark/note on the travel document or of the relevant endorsement by one of the participants in carriage.

§ 5. The procedure for refunding carriage charges shall be determined by the Rules of Carriage.

SECTION IV LIABILITY UNDER THE CONTRACT OF CARRIAGE

Article 18

General Provisions concerning liability of the carrier

§ 1. The carrier shall bear liability in respect of the passenger, the consignor or the consignee for failing to fulfil, or inadequately fulfilling, its obligations under a contract of carriage, in the manner and within the limits established by these General Provisions.

§ 2. The carrier shall be relieved of liability for failing to fulfil, or inadequately fulfilling, its obligations under a contract of carriage as a result of:

1. circumstances which the carrier could not avert and elimination of which was beyond its control;

2. damage caused due to the fault of a passenger, consignor or consignee;

3. actions of third parties which the carrier, in spite of taking all precautions, could not avoid or prevent their effects.

4. breaches, by the passenger, the consignor or the consignee, of passport and administrative, customs, sanitary, veterinary and other rules laid down for travel by rail in international traffic.

§ 3. If the carrier's liability arose due to the actions of third parties and, in spite of this, the carrier has not been fully relieved of its liability under subparagraph 3 of § 2 of this Article, the carrier shall be liable under these General Provisions, reserving the right of recourse in relation to third parties.

§ 4. The carrier shall be liable for actions of its staff members and any other persons whose services it uses to execute the contract of carriage, when these staff members or other persons are performing their duties.

Article 19

Carrier's liability in the event of damage to the life or health of a passenger

§ 1. The carrier shall be liable for damage caused to the life or the physical or mental health of passengers during their carriage by rail in international traffic, from the time they board the train until the time they alight from the train.

§ 2. The carrier shall be relieved of liability if damage caused to the life or health of a passenger occurred as a result of deliberation actions on the part of the passenger.

§ 3. Liability in the event of damage to the life or health of a passenger during their carriage by rail in international traffic shall be borne by the carrier performing carriage at the time the damage was caused.

Article 20
Compensation in the event of
damage to the life or health of a passenger

§ 1. The following shall be subject to compensation in the event of damage to the physical or mental health of a passenger:

1. necessary substantiated expenditure incurred owing to damage to health;
2. losses suffered by the passenger owing to total or partial incapacity to work or an increase in his recognised needs.

§ 2. In the event of the death of a passenger, the following shall be subject to compensation:

1. necessary expenditure that has arisen in connection with the death of the passenger;
2. the necessary expenditure provided for in § 1 of this Article, if death is not instantaneous.

§ 3. In the event of the death of a passenger, persons to whom the passenger was obliged or in the future might have been obliged by law to provide material support and who have been deprived of such support shall be entitled to compensation for damages. The list of such persons and the procedure for, and level of, compensation for damage shall be determined by the national law of the State in whose territory the damage was sustained by the passenger. The amount of compensation for a damage shall be not less than 3 000 SDR (special drawing right as determined by the International Monetary Fund), unless national law provides for a larger amount of compensation for the damage.

§ 4. The procedure for, and level of, compensation for damage caused to the life or physical or mental health of a passenger shall be determined by the national law of the State on whose territory the damage was caused.

Article 21
Carrier's liability in the event of delay or cancellation of a train or through coach

§ 1. The carrier shall be liable to passengers in the event of:

1. cancellation of a train or of a through coach for all or part of the passenger's route;
2. a delay of a train or of a through coach, as a result of which the passenger missed a train connection provided for in the contract of carriage.
3. a delay of a train or of a through coach to the passenger's final destination:
 - 3.1. a delay of 60 minutes or more if the distance of the route taken by the passenger is 3499 km or less;

Wording as agreed on 20 March 2015, amended

3.2. a delay of 300 minutes or more if the distance of the route taken by the passenger is 3 500 km or more;

§ 2. Liability to the passenger in the event of a delay or cancellation of a train or of a through coach during carriage by rail in international traffic shall be borne by the contractual and successive carriers involved in performing the carriage.

Article 22

Compensation for damages in the event of a delay or cancellation of a train or through coach

§ 1. If the carrier has announced that the train or through coach to a passenger's final destination as stated in the contract of carriage is delayed by the length of time specified in subparagraph 3 of § 1 of Article 21 of these General Provisions, the passenger shall be entitled to:

1. cancel the contract of carriage and exercise the rights provided for in the Rules of Carriage and the right applicable to the contract of carriage; or

2. continue his journey under appropriate conditions of carriage by the next available train or at a time which is convenient for the passenger; or

3. continue his journey by the train indicated in the contract of carriage, regardless of the delay.

§ 2. If the train arrives late at the passenger's final destination as shown in the contract of carriage, and if the passenger does not exercise the right referred to in subparagraph 1 of § 1 of this Article, the passenger shall be entitled to receive the following compensation:

1. where the length of the route travelled by the passenger does not exceed 3 499 km:

- 25% of the price of the travel document in the event of a delay of 60-119 minutes; ;

- 50% of the price of the travel document in the event of a delay of 120 minutes or more;

2. where the length of the route travelled by the passenger is 3 500 km or more:

- 25% of the price of the travel document in the event of a delay of 300-599 minutes ;

- 50% of the price of the travel document in the event of a delay of 600 minutes or more;

If both the outward and the return journey are included on the same blank form, compensation for the delay of a train or through coach in one direction shall be calculated on the basis of half of the price of the travel document.

The form of compensation and the procedure for its payment shall be laid down by the carrier.

Compensation shall not be paid if the passenger was informed of the delay of the train before purchasing the travel documents.

§ 3. In the cases of delays or cancellation of trains or through coaches provided for in subparagraphs 1 and 2 of § 1 of Article 21 of these General Provisions, the passenger may exercise the right provided for in subparagraphs 1 and 2 of § 1 of this Article.

§ 4. If a journey cannot be continued under appropriate conditions by another train in the near future, the carrier shall, where possible, organise carriage to the passenger's final destination under appropriate conditions or provide for the passenger hotel or

other accommodation, and transport from the railway station to that accommodation, for one or more nights, should it be necessary to stay there.

§ 5. In the cases provided for in § 1 of Article 21 of these General Provisions, the carrier shall inform passengers of the expected time of departure and arrival.

§ 6. In the event of a train being delayed for the period of time specified in subparagraph 3 of § 1 of Article 21 of these General Provisions, passengers shall, where possible, and having regard to the length of the delay, be offered food and drink.

Article 23

Carrier's liability in respect of the carriage of luggage

§ 1. The carrier shall be liable to the consignor and consignee for damage resulting from loss or shortage of, or damage to (spoilage of), luggage from the time the luggage is accepted for carriage until it is delivered, as well as for any delay in delivery of the luggage.

§ 2. The carrier shall be relieved of liability as a result of:

1. the inadequate quality of the luggage, unit container or packaging, or owing to particular natural and physical properties of the luggage, unit container or packaging that has caused damage to them;

2. indication by the consignor of an incorrect, inaccurate or incomplete designation of the luggage or the presence in the luggage of items that are prohibited for carriage;

3. failure by the consignor to comply with the terms of these General Provisions when handing over the luggage for carriage, and failure by the consignor or the consignee to comply with the requirements of the Rules of Carriage;

4. the checking, detention or confiscation of the luggage by public authorities, for reasons beyond the carrier's control.

§ 3. The carrier shall be relieved of liability if the luggage delivery period is exceeded as a result of:

1. drifts, floods, landslides and other natural phenomena – for up to 15 days;

2. other circumstances which have caused a suspension or restriction of traffic and are beyond the control of the carrier.

§ 4. Liability in the event of loss or shortage of, or damage to (spoilage of), luggage over the entire route until the luggage is delivered shall be borne jointly and severally by the contractual carrier and each successive carrier who has accepted the luggage and the relevant obligations under the contract of carriage.

Article 24

Burden of proof

§ 1. The burden of proving that the total or partial loss of, or damage to (spoilage of), luggage has occurred as a result of the circumstances specified in subparagraphs 1, 2 and 3 of § 2 of Article 18 and in subparagraph 1 of § 2 of Article 23 shall be borne by the carrier.

§ 2. If it is established that the loss or shortage of, or damage to (spoilage of) the luggage could have occurred as a result of circumstances specified in subparagraphs 2, 3 and 4 of § 2 of Article 23 of these General Provisions, the damage

shall be considered to have occurred as a result of those circumstances until the consignor and consignee prove otherwise.

Article 25

Compensation for damages in the event of total or partial loss of, damage to (spoilage of) or delayed delivery of luggage

§ 1. In cases where these General Provisions require the carrier to compensate the consignor (consignee) for damages in respect of total or partial loss of, or damage to (spoilage of) luggage without a declaration of value, the damages shall be compensated in an amount established in accordance with national law, but shall not exceed 8 SDRs per kilogram of gross mass that is short, or exceed 600 SDRs in respect of the luggage as a whole.

In the absence of documentary evidence confirming the value of the lost or damaged luggage, damages shall be compensated in an amount not exceeding 2 SDRs for each kilogram of gross mass that is short, or not exceeding 150 SDRs in respect of all of the luggage.

§ 2. In the event of total or partial loss of, or damage to (spoilage of), luggage transported with a declaration of value, the carrier shall compensate the consignor (consignee) for the amount of the declared value or the portion of the declared value corresponding to the portion of the luggage which has been lost.

§ 3. In addition to the compensation provided for in §1 and §2 of this Article, the carriage charges paid and other costs incurred by the consignor (consignee) in connection with the carriage of the lost luggage or the lost portion of it shall be refunded.

§ 4. If the delivery of luggage is delayed, the carrier shall pay, in respect of each day or part-day that elapses after the required delivery time, up to a maximum of 10 days upon expiry of the luggage delivery period:

1. if the consignor (consignee) proves that this has resulted in damages – compensation for damages not exceeding 0.2 SDR per kilogram of gross weight of luggage, or not exceeding 14 SDRs for all the luggage, delivered late;

2. if the consignor (consignee) does not prove that this has resulted in damages – compensation for damages not exceeding 0.14 SDR per kilogram of gross weight of luggage, or not exceeding 9 SDRs for all the luggage, delivered late.

§ 5. In the event of total loss of luggage as referred to in § 9 of Article 13 of these General Provisions, compensation under § 4 of this Article cannot be combined with compensation provided for in § 1 and § 2 of this Article.

§ 6. In the event of partial loss of luggage, compensation under § 4 of this Article shall be paid in respect of the portion that has not been lost.

§ 7. In the event of damage to (spoilage of) luggage that is not the consequence of delayed delivery, the compensation provided for in § 4 of this Article shall, where necessary, be combined with compensation provided for in § 1 and § 2 of this Article.

§ 8. The total amount of compensation determined pursuant to this Article shall not exceed the amount of compensation payable in the event of total loss of the luggage.

§ 9. The procedure for compensating for damages in the event of total or partial loss of, damage to (spoilage of) or delayed delivery of luggage shall be determined by the Rules of Carriage.

§ 10. Damages in the case of total or partial loss of, or damage to (spoilage of), or delayed delivery of luggage shall be compensated to the extent laid down in this Article unless national law provides for higher amounts of compensation.

Article 26

Liability in the event of loss or shortage of, or damage to (spoilage of) hand luggage

§ 1. The carrier shall be liable to the passenger for damages caused in connection with the total or partial loss of, or damage to, articles which the passenger had on him or with him in the form of hand luggage, including equipment for persons with reduced mobility, only if the damages occurred owing to the carrier's fault.

§ 2. In the event of the death or damage to the health of a passenger, the carrier shall also be liable for damages caused in connection with the total or partial loss of, or damage to, articles which the passenger had on him or with him in the form of hand luggage, including equipment for persons with reduced mobility, in accordance with Article 18 of these General Provisions.

§ 3. Compensation for damages caused in connection with the total or partial loss of, or damage to, articles which the passenger had on him, as referred to in § 2 of this Article, shall be paid, provided that any proof required by national law is available, subject to a limit of 500 SDRs unless national law provides for larger amounts of compensation.

Article 27

Claims between carriers to recover amounts of compensation paid

§ 1. A carrier which, in accordance with these General Provisions, has paid compensation to a passenger or a consignor (consignee) shall have the right of recourse against other carriers involved in the carriage, in accordance with the following provisions:

1. If the loss was caused due to the fault of one carrier, that carrier shall bear sole liability for it;

2. If the loss was caused due to the fault of several carriers involved in the carriage, each of them shall be liable only for the portion of the loss caused due to its fault;

3. If it cannot be proved that the loss or damage was caused due to the fault of one or more carriers and it is not possible to distinguish the fault of each of them, the carriers shall agree on a procedure for apportioning liability.

4. If the carriers cannot reach agreement on a procedure for apportioning liability, liability shall be apportioned among them in respect of each consignment in proportion to the tariff kilometres travelled by the consignment when carried by each of the carriers involved in the carriage, except those which prove that the loss or damage did not arise through any fault of theirs.

§ 2. In the context of refunding amounts of compensation paid for late delivery of luggage, if the delivery delay occurred through the fault of several carriers, the percentage for calculating the compensation shall be determined in accordance with § 4 of Article 25 of these General Provisions on the basis of the total delay over

the whole of the route, and shall be applied to the carriage charge received by each of the carriers which allowed a delay to occur.

§ 3. A carrier with whom a claim for refund of compensation paid is lodged shall not be entitled to contest the validity of the compensation payment by the carrier lodging the claim if the compensation was determined by a court decision and if the carrier against whom the claim is made was notified in good time of the consideration of the case by a court.

§ 4. Claims for recovery of compensation paid under a claim shall be lodged within 75 days of the date of actual payment of the compensation due. Claims for recovery of compensation determined by a court decision shall be lodged within 75 days of the date of entry into force of that decision.

§ 5. Carriers may agree amongst themselves on provisions derogating from § 1-§ 4 of this Article.

Article 28

Liability of the passenger and of the consignor

§ 1. The passenger or consignor shall be liable, to the extent of actual damages, for the damage caused to the carrier during the journey and the carriage of luggage as a result of failure to comply with his obligations under these General Provisions, or if damage has been caused by transported items or animals.

§ 2. A passenger who cannot produce a travel document when travelling on a train shall pay to the carrier the fare for the journey and a fine in respect of the distance travelled in the territory of the State where his journey was detected.

The procedure for payment of the fare and the fine shall be determined in accordance with the national law of the State in which the passenger unable to produce a travel document was detected.

§ 3. The passenger or consignor shall be relieved of liability if they prove that the damage occurred due to circumstances which they could not avoid and the consequences of which they were unable to prevent, in spite of taking all the precautions required of a passenger or consignor being aware of their responsibility.

SECTION V

CLAIMS AND ACTIONS

Article 29

Claims

§ 1. The right to make a claim against a carrier based on a contract of carriage shall belong to a passenger, a consignor or consignee, a person authorised by them, a passenger's successors and the persons specified in § 3 of Article 20 of these General Provisions.

The procedure for making claims shall be determined by the Rules of Carriage.

§ 2. Claims shall be made in writing with appropriate justification and an indication of the amount claimed.

Claims in respect of the carriage of passengers, based on travel documents, shall be made to the contractual carrier.

Claims for payment of compensation for damage to the life or health of a passenger shall be made to any carrier involved in the carriage in accordance with the contract of carriage.

Claims for payment of compensation in respect of a delayed or cancelled train or through coach shall be made to any carrier involved in the carriage in accordance with the contract of carriage.

Claims in respect of the carriage of luggage shall be made to the contractual carrier or the carrier which delivered the luggage.

§ 3. A claimant must attach to their claim supporting documents as specified by the Rules of Carriage.

Documents issued by the carrier to the passenger, the consignor and the consignee shall be attached in the original.

§ 4. The carrier shall, within 180 days of the date of receipt of a claim (unless national law provides for a shorter period), examine the claim, respond to the claimant and, in the case of full or partial recognition of the claim, pay the due amount to the claimant.

In the case of partial or complete rejection of a claim, the carrier shall notify the claimant in writing of the grounds for rejecting the claim and at the same time return the documents attached to the claim.

No claims of SDR 1.5 or less per travel document or per consignment of luggage shall be satisfied.

§ 5. Any claim not made in compliance with § 3 of this Article shall be returned by the carrier to the claimant without consideration, no later than 15 days of the date of its receipt by the carrier, with an indication of the reason for its return. The return of such a claim by the carrier to the claimant shall not constitute its rejection.

§ 6. In all cases to which these General Provisions apply, any claim may be lodged with a carrier only subject to the conditions and within the scope of the provisions of these General Provisions.

Article 30

Claims limitation under the contract of carriage

§ 1. Claims may be made within 180 days, with the exception of claims for the delayed delivery of luggage, for which a time limit of 30 days is set.

§ 2. The time limits specified in § 1 of this Article shall be calculated:

1. From the date of delivery of the luggage in the case of claims for compensation for damage to or partial loss of luggage or for delayed delivery thereof;

2. From 10 days after the delivery deadline in the case of claims for compensation for total loss of luggage;

3. From the date of issue of the travel documents/luggage ticket in the case of claims for refund of carriage charges;

4. From the date of sale of the luggage in the case of claims for refund of the amount remaining from the sale thereof;

5. From the date when the circumstances constituting grounds for making the claims arose in the case of other claims.

The day of commencement of the period of limitation of a claim shall not be included in that period.

Article 31

Action under the contract of carriage. Jurisdiction

§ 1. The right to bring an action under the provisions of these General Provisions shall belong to the person who has the right to make a claim against the carrier.

§ 2. An action may be brought only after lodging a claim in accordance with Article 29 of these General Provisions, except for actions for compensation for damage caused to the life or health of a passenger.

§ 3. An action may be brought by a person entitled to do so, only against the carrier to which the claim was addressed, in accordance with §1 of Article 29 of these General Provisions, and only:

1. If the carrier has not responded to a claim within the period prescribed for consideration of the claim;

2. If, within the period prescribed for the consideration of the claim, the carrier has notified the claimant of the total or partial rejection of the claim.

§ 4. An action for compensation for damage caused to the life or health of a passenger shall be brought before a court at the location of the carrier which was performing the carriage at the time when the damage was caused to the life or health of the passenger.

In all other cases, an action shall be brought before the competent court at the location of the carrier with which the claim was lodged.

§ 5. A claim against the actual carrier for compensation for damage caused to the life or health of a passenger may be made to the extent to which these General Provisions apply to the actual carrier.

Article 32

Limitation period

§ 1. The limitation period for actions shall be one year.

§ 2. Actions brought against the carrier in cases of damage to the life or health of a passenger shall not have a period of limitation.

§ 3. Limitation periods of actions shall be calculated from the time indicated in § 2 of Article 30 of these General Provisions.

The day indicated for the commencement of the limitation period shall not be included in the period.

§ 4. The limitation period for actions shall be suspended for the period during which the carrier considers the claim.

§ 5. The passing of the limitation period shall constitute a ground for rejecting claims.

Wording as agreed on 20 March 2015, amended

*Wording as of 18.01.2013
(final version)*

Draft

**Annex 3 to the Convention
on International Through
Railway Traffic**

**GENERAL PROVISIONS ON THE CARRIAGE OF DANGEROUS
GOODS IN INTERNATIONAL TRAFFIC**

Article 1
Scope

The international carriage of dangerous goods shall be effected in accordance with the Rules on the carriage of dangerous goods (hereinafter 'the Rules'). The Rules govern:

- (a) the conditions for the international carriage of dangerous goods;
- (b) the list of dangerous goods the carriage of which is prohibited.

Article 2
Restrictions

The carriage of dangerous goods shall be prohibited if not provided for in the Rules or if the Rules directly prohibit the carriage of specific types of goods.

If the condition of dangerous goods does not permit their further carriage, they shall be detained and they shall be handled in accordance with the legislation of the country in whose territory they are detained.

Wording as agreed on 20 March 2015, amended

*Wording as of 18.01.2013
(final version)*

Draft

**Annex 4 to the Convention
on International Through
Railway Traffic**

**GENERAL PROVISIONS
ON RAILWAY INFRASTRUCTURE
IN INTERNATIONAL TRAFFIC**

1. Railway infrastructure comprises the technical means required to ensure the unimpeded and safe operation of passenger and freight trains in international traffic subject to the speeds, tonnage rating and train headways laid down, including those for railway infrastructure of different track gauges.

Railway infrastructure includes: railway tracks, including installations (bridges, tunnels, etc.), signalling and interlocking equipment and communications, energy supply and traction systems, equipment ensuring the safe operation of rolling stock, railway stations (including platforms and access areas).

2. The materials and equipment used in infrastructure shall not impair the unimpeded and safe operation of passenger and freight trains in international through traffic.

3. Infrastructure managers shall have equipment in place to ensure the functioning of the infrastructure, maintain it and check that it is in good condition.

4. The equipment and installations at railway stations, terminals and platforms shall be such as to serve the persons suffering from lasting physical, mental, psychological, intellectual or sensory impairment who, if faced with numerous obstacles, could find it difficult to participate fully in society on an equal footing with other people.

Wording as agreed on 20 March 2015, amended

*Wording as of 15.03.2013
(final version)*

Draft
**Annex 5 to the Convention
on International Through
Railway Traffic**

**GENERAL PROVISIONS
ON RAILWAY ROLLING STOCK
IN INTERNATIONAL TRAFFIC**

1. These General Provisions relating to railway rolling stock in international traffic (hereinafter referred to as 'the General Provisions') covers all locomotives, freight wagons, passenger coaches, including passenger coaches of locomotive traction and multiple-unit trainsets (hereinafter 'rolling stock') running without unloading goods or disembarking passengers in international through railway traffic (hereinafter 'in international through traffic').

2. Rolling stock which does not meet the requirements for safe operation laid down by national legislation and/or international agreements amongst OSJD Members and registered in the OSJD database compiled by OSJD Committee shall not be permitted to operate in international through traffic.

3. The OSJD database comprises an information system containing a full set of the requirements referred to in paragraph 2 of these General Provisions and creating the conditions for unrestricted operation of rolling stock in international through railway traffic.

For the purpose of compiling the OSJD database, OSJD Members shall submit to OSJD Committee, in accordance with the lists provided for in paragraphs 3.1-3.3 of these General Provisions the requirements they have laid down in relation to rolling stock.

3.1. List of requirements applicable to all rolling stock:

- requirements for the markings and inscriptions affixed to wagon/coach bodies and individual parts of rolling stock identifying their ownership and individual technical characteristics;

- requirements for the signals which mark the rear end or head end of a train, or for the design of devices which provide for the mounting of such removable signals.

- requirements relating to equipment for the use of hand brakes for freight wagons when at a standstill, for passenger coaches and multiple-unit trainsets and for individual types of freight wagons whilst in motion.

- requirements relating to the materials used in the production of rolling stock (including its parts and components) and meeting environmental and climatic requirements;

- requirements to be met by the rolling stock gauge in order to ensure unrestricted passage along the railway infrastructure of OSJD Members and

the smooth running of loading and unloading operations at loading and unloading points;

- requirements for avoiding the use in rolling stock of materials, parts and components that cause interference or the abnormal operation of installations located on the railway infrastructure of OSJD Members;

- requirements relating to axle loads and linear loads;

- requirements relating to the design speed of rolling stock running gear so as to ensure its operation in formed trains running at the maximum permitted speeds laid down for the railway infrastructure of OSJD Members;

- requirements relating to the smooth and safe operation of rolling stock on the curved sections of railway line with a minimum permissible radius of curvature;

- requirements relating to the changeover of rolling stock from one track gauge to another where operation in international through traffic involves running on the lines of different track gauges.

- requirements relating to the braking systems of rolling stock so as to ensure that it can operate as part of formed trains, irrespective of the nature and type of the rolling stock of which they are formed, and to ensure that such trains can stop within the braking distance laid down by applying the necessary braking modes, depending on the loading of the rolling stock, the length of the train, the profile of the line and speed;

- requirements relating to draw-buffing and coupling gears so as to ensure that rolling stock can be coupled together when forming trains, irrespective of the nature and type of rolling stock, and to prevent spontaneous uncoupling, protect rolling stock against excessive longitudinal dynamic loads occurring when the train is in motion or during shunting operations.

3.2. List of requirements applicable to passenger rolling stock:

- sanitary requirements;

- requirements relating to safe boarding and alighting and the safe movement of passengers between different units of passenger rolling stock, including for persons with lasting physical, psychological, intellectual or sensory impairments who, when faced with various barriers, could be prevented from participating fully and effectively in society on an equal footing with other people;

- requirements relating to the rapid and safe evacuation of passengers in emergency situations;

- requirements relating to uninterrupted and reliable communication amongst members of the train crew and between passengers and the train crew;

- requirements relating to the activation of the emergency brake valve and the rapid separation of the friction parts of the brakes if locked;

- requirements relating to the take-up of electricity and its transmission to other passenger rolling stock in the train.

3.3. List of requirements applicable to traction rolling stock:

- requirements relating to communications between the driver and the dispatch control centre;

- requirements relating to the take-up of electricity (for electric traction units) from elements of the railway infrastructure and the production of compressed air, and

the transfer thereof to the hauled rolling stock, both when at a standstill and when in motion;

- requirements relating to the unrestricted movement of the rolling stock along snow-covered sections of railway line;

- requirements relating to the driving of trains that conform to the tonnage rating laid down for the railway infrastructure of OSJD Members;

The OSJD database shall include the name and a summary of the national technical requirements in an official language of the OSJD, and a reference link to operational documents or a copy thereof in the national language of the OSJD Member.

4. To ensure the free movement of vehicles in international traffic, the Ministers Conference may adopt a decision on the creation of a single technical regulation system in accordance with Article 36 of this Convention. If such a decision is adopted, the Ministers Conference shall approve rules governing the procedure for adopting technical requirements and a mechanism for assessing conformity with such requirements.

Wording as agreed on 20 March 2015, amended
Final version of 17 January 2014
taking into account of the amendment to paragraph 1 of Article 5
at the XXXVIIIth meeting of the AWG
Draft

**Annex 6 to the Convention
on International Through
Railway Traffic**

**General Provisions
relating to the use of freight wagons
in international traffic**

**Article 1
Scope**

These General Provisions shall govern relationships, both amongst railway companies and between wagon keepers and railway companies, in matters concerning the use of freight wagons as means of transport for performing carriage as provided for in this Convention.

**Article 2
Definitions**

Railway company – a legal person (having any form of ownership) which is authorised to carry goods and uses wagons as a means of transport.

Wagon – a vehicle which runs on its own axles on railway lines, not provided with a means of traction and intended for the carriage of goods.

Wagon keeper – the person who is the keeper of a wagon on the basis of ownership or on another legal basis and is entered as such in a national and/or international register of vehicles.

Railway company using a wagon – a railway company which has use of a wagon from the time it receives it to the time it hands it over.

Railway – railway infrastructure located in the territory of one State.

Home station (railway) – the station (railway) indicated on the wagon and to which it may or must be returned.

Lost wagon – a wagon whose whereabouts is unknown or which has sustained damage as a result of which it cannot be restored.

Maintenance – a set of operations (technical inspection, repair, lubrication of friction parts) carried out during carriage to keep a wagon in good condition without its being uncoupled from the train or a group of wagons.

Article 3
Signs and inscriptions on wagons

1. When effecting international carriage, the wagon keeper shall ensure that the following signs and inscriptions are applied to the wagon:
 - (a) the number of the wagon;
 - (b) an indication of the wagon keeper;
 - (c) an indication of the home station (railway).
2. The provisions of paragraph 1 of this Article shall apply without prejudice to the obligation to apply to the wagon other signs and inscriptions provided for in regulatory documents and agreements.
3. The signs and inscriptions provided for in paragraph 1 may be made or completed by means of electronic identification.

Article 4
Handover of wagons

1. In the context of performing international carriage, it shall be permitted to hand over wagons which meet the requirements of the General Provisions relating to railway rolling stock in international traffic (Annex 5 to this Convention).
2. The handover of wagons from one railway company to another railway company shall be effected in accordance with agreements concluded between them.
3. The handover of wagons shall be recorded in documents which must contain the following details:
 - the names of the handing over and receiving railway companies;
 - the numbers of the wagons;
 - the date and time of handover;
 - other particulars as provided for in an agreement between the railway companies.
4. The form of the document and the manner in which it is to be completed shall be laid down by agreement between the railway companies.
5. The rights and obligations of a railway company in relation to wagons which it receives shall arise upon completion of the document referred to in paragraph 3 of this Article.

Article 5
Upkeep and repair of wagons

1. The wagon keeper or the keeper's authorised representative shall ensure that the wagon is in a good technical order;.
2. The railway company using the wagon shall ensure the integrity of the wagon and that it is maintained whilst in use.
3. If a wagon is damaged owing to the fault of the railway company using the wagon, the company shall reimburse all costs relating to its repair.

Article 6
Conditions governing the use of wagons

1. Wagons shall be used for the carriage of the goods for which they were designed.
2. Wagons changed over onto bogies or wheelsets of a different track gauge must be returned via the station at which the changeover was carried out.
3. When a wagon is returned to the station where the changeover was carried out, it shall be placed on the same bogies or wheelsets as those from which it was removed before being changed over onto the bogies or wheelsets of a different track gauge.
4. The wagon keeper must indicate what is to be done with an unladen wagon after the carriage of goods has been completed. In the absence of such an indication, the railway company using the wagon shall be entitled to return the unladen wagon to its home station at the wagon keeper's expense.
5. The railway company and the wagon keeper may agree conditions derogating from the provisions of this Article.

Article 7
Liability in case of damage to or loss of a wagon

1. The railway company using a wagon shall be liable for the loss of or damage to the wagon, unless it proves that the loss or damage was not caused by fault on its part.
2. Liability for loss of or damage to a wagon's removable accessories shall only arise if they are mentioned on the wagon.
3. In the case of loss of the wagon or its removable accessories, compensation shall be limited to the market value of the wagon at the time of the loss and in the place where it is registered.
4. In the case of damage to the wagon, the compensation payable by the railway company which is the user of the wagon shall be limited to the cost of repairing the wagon, which shall not exceed the amount due in the event of loss of the wagon.
5. The railway company and the wagon keeper may agree conditions derogating from the provisions of paragraphs 2, 3 and 4.

Article 8
Presumption of loss of a wagon

1. The keeper may, one month after the end of the goods delivery period, but no later than one year after that period, request that a search be carried out for a wagon by the railway company which was the first to receive the wagon for carriage. Requesting a search for the wagon to be traced shall not be regarded as lodging a claim for loss of the wagon.
2. Within three months from the date of receiving the request for a search, the railway company which was the first to receive the wagon for carriage must inform the wagon keeper about the railway company using the wagon, the location of the wagon and its technical condition.

Wording as agreed on 20 March 2015, amended

3. A wagon shall be considered lost if the railway company which was the first to receive the wagon for carriage does not inform the wagon keeper in accordance with paragraph 2 of this Article.

4. If a wagon considered to be lost is traced after the payment of compensation, the railway company using the wagon shall notify the wagon keeper of the wagon accordingly; the keeper may, within 45 days of receiving the notification, require that the wagon be returned at the expense of the railway company using the wagon, against restitution of the compensation that was received by the keeper.

If the wagon keeper refuses to accept the wagon when found or does not make its decision known within 45 days, the rights of the railway company using the wagon which paid the compensation in relation to the wagon shall be determined in accordance with the legislation in force in the place where it is registered.

5. The railway company and the wagon keeper may agree conditions derogating from the provisions of this Article.

Article 9

Liability for loss or damage caused by a wagon

The keeper wagon shall be liable for loss or damage caused by a wagon unless it proves that the loss or damage was not caused by fault on its part.

Article 10

Dispute resolution

Disputes arising out of relationships concerning the use of wagons as means of transport for performing carriage on the basis of this Convention shall be resolved in the courts or tribunals having jurisdiction for the place where the defendant is located, unless otherwise agreed by the parties to the dispute.

Article 11

Limitation period

The limitation period for actions shall be three years from the day when the circumstances giving rise to the claim occurred.

**Annex 7 to the Convention
on International Through
Railway Traffic**

**General Provisions
relating to the use of passenger coaches in international traffic**

**Article 1
Scope**

These General Provisions shall govern relationships, both amongst railway companies and between coach keepers of and railway companies, in matters concerning the use of passenger coaches as means of transport for performing carriage as provided for in this Convention.

**Article 2
Definitions**

Railway company – a legal person (having any form of ownership) which is authorised to carry passengers and/or luggage and uses coaches as a means of transport.

Coach – a vehicle running on its own axles on railway lines and intended for the carriage of passengers and/or luggage.

Coach keeper – the person who is the keeper of the coach on the basis of ownership or on another legal basis and is entered as such in a national and/or international register of vehicles.

Railway company using a coach – a railway company which has use of a coach from the time it receives it to the time it hands it over.

Maintenance – a set of operations (technical inspection, repair, lubrication of friction parts) carried out during carriage to keep a coach in good order without its being uncoupled from the train or a group of coaches.

Lost coach – a coach which has sustained damage as a result of which it cannot be restored.

**Article 3
Signs and inscriptions on coaches**

1. In the context of international carriage, the coach keeper shall ensure that the following signs and inscriptions are applied to it:

- (a) the number of the coach;
- (b) an indication of the coach keeper;

2. The provisions of paragraph 1 of this Article shall be without prejudice to obligations regarding the application to a coach of other signs and inscriptions provided for in regulatory documents and agreements.

3. The signs and inscriptions provided for in paragraph 1 may be made or completed by means of electronic identification.

Article 4 Handover of coaches

1. In the context of performing international carriage, it shall be permitted to hand over coaches that meet the requirements of the General Provisions relating to railway rolling stock in international traffic (Annex 5 to this Convention).

2. The handover of coaches from one railway company to another railway company shall be effected in accordance with agreements concluded between them.

3. The handover of coaches shall be recorded in documents which must contain the following details:

- the names of the handing over and receiving railway companies;
- the numbers of the coaches;
- the date and time of handover;
- other particulars as provided for in an agreement between the railway companies.

4. The form of the document and the manner in which it is to be completed shall be laid down by agreement between the railway companies.

5. The rights and obligations of a railway company in relation to coaches which it receives shall arise upon completion of the document referred to in paragraph 3 of this Article.

Article 5 Maintenance and repair of coaches

1. The coach keeper or the keeper's authorised representative shall ensure that the coach is in good technical condition.

2. A railway company which uses a coach shall ensure the integrity of the body of the coach and the maintenance of its essential components and parts that ensure its operating safety.

3. The railway company and the coach keeper may agree conditions derogating from the provisions of this Article.

Article 6 Liability in case of damage to or loss of a coach

1. The railway company using a coach shall be liable for loss of or damage to the coach, unless it proves that the loss or damage was not caused by fault on its part.

2. In the case of loss of the coach, compensation shall be limited to the market value of the coach at the time of the loss and in the place where it is registered.
3. In the case of damage to the coach, the compensation payable by the railway company which is the user of the coach shall be limited to the cost of repairing the coach, which shall not exceed the amount due in the event of loss of the coach.
4. The railway company and the coach keeper may agree conditions derogating from the provisions of this Article.

Article 7

Liability for loss or damage caused by a coach

The coach keeper shall be liable for loss or damage caused by the coach unless it proves that the loss or damage was not caused by fault on its part.

Article 8

Responsibility for employees and other persons

Railway companies and coach keepers shall be responsible for persons in their employment and other persons whose services they use when such persons are performing their duties.

Article 9

Dispute resolution

Disputes arising out of relationships concerning the use of coaches as means of transport for performing carriage on the basis of this Convention, shall be resolved in courts or tribunals having jurisdiction for the place where the defendant is located, unless otherwise agreed by the parties to the dispute.

Article 10

Limitation period

The limitation period for actions shall be three years from the day when the circumstances giving rise to the claim occurred.

Wording as agreed on 20 March 2015, amended

Final version of 21 November 2014

Draft

**Annex 8 to the Convention
on International Through
Railway Traffic**

**PROTOCOL ON THE PRIVILEGES AND IMMUNITIES
OF THE ORGANISATION FOR COOPERATION
BETWEEN RAILWAYS**

Article 1

PREMISES, PROPERTY AND ASSETS OF THE OSJD

1. The OSJD, its property and assets wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the OSJD has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.
2. The premises of the OSJD shall be inviolable. The authorities of the State concerned may not enter the premises without the consent of the Chairman of OSJD Committee.
3. The premises of the OSJD, its property and assets wherever located and by whomsoever held, shall be immune from search, confiscation, requisition or expropriation or any other form of interference, whether by executive, administrative, judicial, legislative and other actions.
4. The archives, documents and official correspondence belonging to the OSJD or held by it, shall be inviolable, wherever located.

Article 2

EXEMPTION FROM TAXES AND DUES

The OSJD, its assets, incomes and other property shall be:

- 1.1. Exempt from all direct taxes and dues and value added taxes (including that in the form of refund in accordance with legal instruments of the State concerned) that are collected in the territory of Member States, except for taxes which are, in fact, no more than charges for certain types of service (services);
- 1.2. Exempt from customs duties and other payments and prohibitions on import and export in respect of articles imported or exported by the OSJD for its official use.

Wording as agreed on 20 March 2015, amended

The articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed to with the government of that country;

1.3. Exempt from the customs duties and other payments and prohibitions and restrictions on import and export at import and export of its own printed publications.

Article 3 OFFICIAL ACTIVITIES

The official activities of the OSJD referred are those activities which correspond to the aims defined in Article 5 of the Convention.

Article 4 MONETARY TRANSACTIONS

The OSJD may receive and hold any kind of funds, currency, cash or securities. It may dispose of them for any purpose provided for by the Convention or any decisions taken by the governing bodies of the OSJD and hold accounts in any currency to the extent required to meet its obligations.

Article 5 COMMUNICATIONS AND OFFICIAL CORRESPONDENCE

1. For its official communications, the OSJD shall enjoy treatment no less favourable than that normally accorded by each Member State to foreign diplomatic representations / comparable international organisations.
2. All the official communications and correspondence of the OSJD, transmitted in forms whatsoever and by means whatsoever, shall be immune from any censorship. This immunity shall in particular extend to publications, photographs, sound and visual recordings, films, negatives and slides.
3. The OSJD may make use of codes and may dispatch and receive correspondence by courier or pouch. Courier and pouch services shall be accorded the same privileges and immunities as diplomatic couriers and pouches.

Article 6 REPRESENTATIVES OF OSJD MEMBERS

1. The OSJD Members' representatives being delegated to participate in OSJD meetings, while exercising their functions and during their journeys to and from the place of meeting, shall enjoy the following privileges and immunities:

1.1. Immunity from their arrest or detention, from seizure of their personal luggage and from legal process in respect of words spoken or written and all acts done by them in their official capacity as well as in respect of all acts done by them in their official capacity after that the persons concerned are not in their official capacity any

longer;

1.2. Inviolability of the official correspondence and documents, including the computer programmes containing information, videofilms, CDs and other data carriers;

1.3. Exemption of representatives themselves and their spouses from restrictions on immigration and registration of foreigners in the territory of the State in which they temporarily stay or through whose territory they pass provided that it does not contravene the international contracts and agreements in which OSJD Members participate;

1.4. The right to make use of codes and receive correspondence by courier or pouch;

1.5. The same privileges in respect of currency or money exchange restrictions as are accorded to foreign governments' representatives being on temporary official missions;

1.6. The same immunities and privileges concerning their personal luggage as are accorded to diplomatic representatives;

1.7. Other privileges, immunities and preferences being in line with the aforesaid as are enjoyed by diplomatic representatives, except for the right to claim exemption from taxes on imported goods (not forming a part of their personal luggage) or exemption from excise duties or sale tax.

2. The provisions of subparagraph 1 of this Article shall not apply to mutual relations between the competent authorities of the State and the State's representative.

Article 7 OFFICIALS OF OSJD COMMITTEE

OSJD Committee's officials at meetings convened by the OSJD, while exercising their functions and during their journeys to and from the place of such meetings, shall enjoy the following privileges and immunities:

1.1. Immunity from their arrest or detention, from seizure of their personal luggage and from legal process in respect of words spoken or written and all acts done by them in their official capacity as well as in respect of all acts done by them in their official capacity after that the persons concerned are not in their official capacity any longer;

1.2. Inviolability of the official correspondence and documents, including the computer programmes containing information, videofilms, CDs and other data carriers;

1.3. Exemption of representatives themselves and their spouses from restrictions on immigration and registration of foreigners in the territory of the State which they are visiting or through which they are passing provided that it does not contravene the international contracts and agreements in which OSJD Members participate;

1.4. Privilege of being given, together with their family members dependent on them, the same repatriation facilities in time of international crises as officials of international organisations.

Clause 8
PREVENTION OF ABUSE

1. Privileges and immunities shall be granted to the OSJD Members' representatives and OSJD Committee's officials in the interests of the OSJD only and not for the personal benefit of the individuals themselves. The OSJD Members and Chairman of OSJD Committee shall have the right and the duty to waive the immunity of any official in any case where, in their opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OSJD. The Ministers Conference shall be entitled to waive the immunity of the Chairman of OSJD Committee.

2. All persons enjoying privileges and immunities shall, without prejudice to their privileges and immunities, be obliged to respect the national legislation of the State in the territory of which they are in their official capacity in view of the OSJD's activity.

Article 9
SETTLEMENT OF DISPUTES AND DISAGREEMENTS

All disputes and disagreements concerning the interpretation or application of this Protocol shall be settled in accordance with Article 44 (42) of this Convention.