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Item 2 of the provisional agenda

**Additional Protocol to the Contract for the International Carriage of Goods
by Road concerning the Electronic Consignment Note (e-CMR)****e-CMR****Note by the secretariat**

At the 112th session of SC.1, the secretariat - in cooperation with the International Road Transport Union (IRU) - organized a special e-CMR session to take stock and map future directions in the development of electronic consignment notes on the basis of the Additional Protocol. The session included the following presentations: "Convention on the Contract for the International Carriage of Goods by Road and the Additional Protocol concerning the electronic consignment note" (secretariat); "Report on the development of internationally recognised standard of Electronic Consignment Note message (UN/CEFACT project) (UN/CEFACT); "Current status of e-CMR implementation and its geographical expansion" (IRU); and "Electronic consignment notes: operations and pilot projects" (the Government of the Netherlands and Spanish transport operator Setir). In view of the limited time to discuss the information provided, SC.1 requested the secretariat to organize a special SC.1 session on e-CMR in early 2018 to discuss this issue and to decide on a way forward. This background paper is intended to facilitate SC.1 discussion at the session.

I. Background

1. The Convention on the Contract for the International Carriage of Goods by Road (CMR) came into force in 1956 and has currently 55 contracting parties (see Figure 1). As stipulated in article 1, the Convention applies to every contract for the carriage of goods by road in vehicles for reward if origin and destination are situated in two different countries and at least one of them is a contracting party. It is one of very few conventions at ECE that relates to private law rather than to public law.

2. The CMR Convention concerns the contract conditions, the contract document (consignment note) as well as the carrier's liability limits in case of total or partial loss of the goods carried, or in case of delay of delivery of the goods. The convention also defines the content of the consignment note (also known as CMR consignment note), which confirms the contract of carriage. The eleven mandatory particulars forming the content of the consignment note are:

- (a) The date of the consignment note and the place at which it is made out;
- (b) The name and address of the sender;
- (c) The name and address of the carrier;
- (d) The place and the date of taking over of the goods and the place designated for delivery;
- (e) the name and address of the consignee;
- (f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
- (g) The number of packages and their special marks and numbers;
- (h) The gross weight of the goods or their quantity otherwise expressed;
- (i) Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);
- (j) The requisite instructions for Customs and other formalities;
- (k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.

3. Moreover there are seven optional particulars, to be written out when applicable. Among the optional particulars is the value of the goods, whose presence on the consignment note implies that damages are calculated in relation to the value indicated rather than with reference to the base and maximum values indicated by the convention in article 23. Finally, parties may enter in the CMR consignment note any other particulars which they deem useful.

4. The consignment note is proof of the carriage contract between the sender and the carrier and is valid in a court of law. While the convention stipulates the particulars that must appear on a CMR consignment note, it does not specify the layout. In fact there are many possible layouts, the most popular being the one developed by IRU.

5. The electronic version of the CMR consignment note, the e-CMR, is the subject of an Additional Protocol to the CMR convention.¹ Accession to the Additional Protocol concerning the e-CMR is possible only for countries that are part of the CMR Convention. At present, the e-CMR has 13 contracting parties, illustrated in (Figure 2).

6. The e-CMR contains the same particulars as its paper version and underlines that the procedure used for the electronic consignment note must ensure the integrity of the particulars, that is they must remain complete and unaltered. Integrity of the particulars is a key point of difference for the application of the e-CMR – in that, while the CMR requires a paper form with mandatory particulars and, if applicable, the optional particulars, the e-CMR not only requires these particulars but also an agreement on the procedures for the operation of the e-CMR, and on the implementation of these procedures. This is in order to comply with the requirements of the e-CMR protocol and to ensure data integrity of the particulars. More precisely, per article 5 of the e-CMR protocol, sender, carrier and consignor have to agree on the following items:

(a) The method for the issuance and the delivery of the electronic consignment note to the entitled party;

(b) An assurance that the electronic consignment note retains its integrity;

(c) The manner in which the party entitled to the rights arising out of the electronic consignment note is able to demonstrate that entitlement;

(d) The way in which confirmation is given that delivery to the consignee has been effected;

(e) The procedures for supplementing or amending the electronic consignment note; and

(f) The procedures for the possible replacement of the electronic consignment note by a consignment note issued by different means.

7. Presumably, such an agreement must be reached each time an e-CMR note is issued. Given a large number of senders, carriers, and consignees, setting up a procedure for each carriage contract or each actor or, even, group of actors would be inefficient.

II. Options

8. The secretariat believes that developing a common central platform (“e-CMR central”) which all interested parties may use and rely upon to create and exchange information could be the better solution. That said, neither the secretariat nor this paper preclude alternative solutions.

9. At present there is no regular operation of the e-CMR although there have been tests: one took place between France and Spain. Another test took place in the Netherlands where a private company has developed an e-CMR platform. In fact, nothing in the convention prevents private parties from developing e-CMR platforms or software. However, there may be complicating legal issues when entering countries that are not contracting parties to the e-CMR Convention.

10. The secretariat believes that, whether a common central platform or an alternative is selected, governments (which include customs) should preferably have unfettered access to

¹ The Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note.

the eCMR platform even though it is hosting private contracts. This is because in some countries, drivers are often asked by the competent national authorities to show paper CMR consignment notes for risk management purposes.

Figure 1

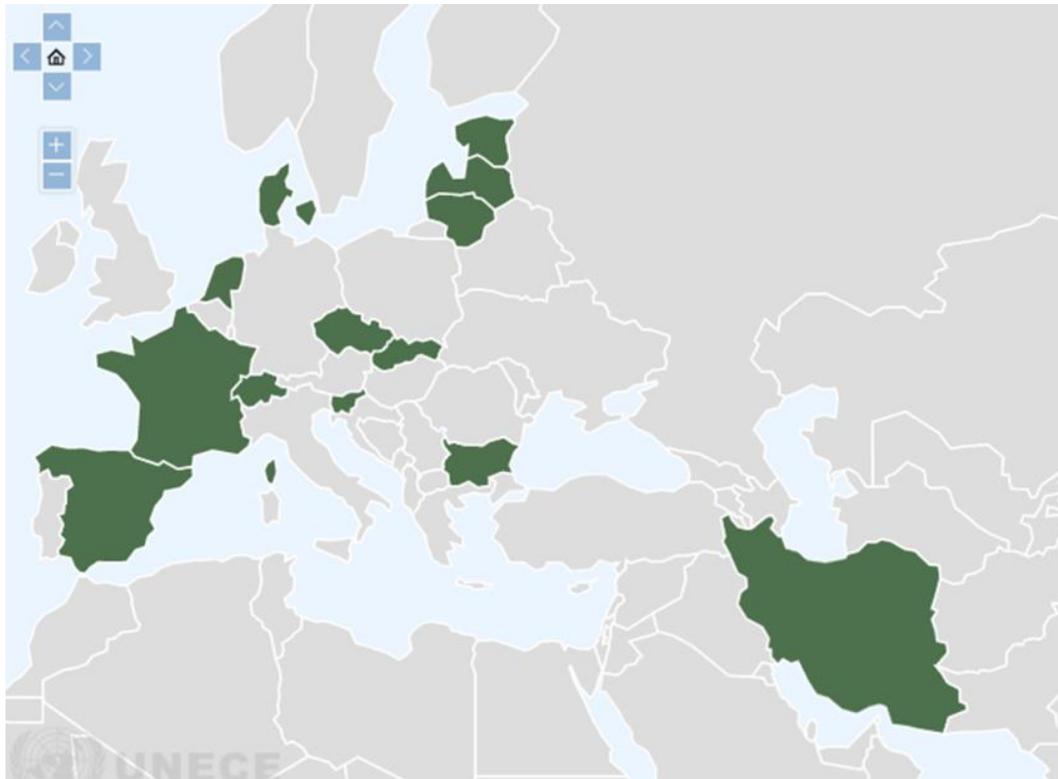
Geographical overview of the 55 contracting parties to the Convention on the Contract for the International Carriage of Goods by Road (CMR)



source: www.unece.org

Figure 2

Geographical overview of the 13 contracting parties to the Additional Protocol concerning the e-CMR



source: www.unece.org