



UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE (UNECE)



UNECE Expert Group on Unified Railway Law

3. session
(Geneva, 16 September 2010)

Harmonization of international road and inland waterway transport contracts (CMR and CMNI)

Martin M. Magold

United Nations Economic Commission for Europe
European Agreement on Main International Railway Lines (AGC)
European Agreement on Important International Combined
Transport Lines and Related Installations (AGTC)

«Railroad iron is a magician's rod,
in its power to evoke the sleeping
energies of land and water.»
Ralph Waldo Emerson (1803–1882)

1. Description of the goods		2. Date and place of receipt	
3. Date and place of delivery		4. Name and address of the sender	
5. Name and address of the consignee		6. Name and address of the railway undertaking	
7. Name and address of the carrier		8. Name and address of the contracting party	
9. Name and address of the contracting party		10. Name and address of the contracting party	
11. Name and address of the contracting party		12. Name and address of the contracting party	
13. Name and address of the contracting party		14. Name and address of the contracting party	
15. Name and address of the contracting party		16. Name and address of the contracting party	
17. Name and address of the contracting party		18. Name and address of the contracting party	
19. Name and address of the contracting party		20. Name and address of the contracting party	
21. Name and address of the contracting party		22. Name and address of the contracting party	
23. Name and address of the contracting party		24. Name and address of the contracting party	
25. Name and address of the contracting party		26. Name and address of the contracting party	
27. Name and address of the contracting party		28. Name and address of the contracting party	
29. Name and address of the contracting party		30. Name and address of the contracting party	
31. Name and address of the contracting party		32. Name and address of the contracting party	
33. Name and address of the contracting party		34. Name and address of the contracting party	
35. Name and address of the contracting party		36. Name and address of the contracting party	
37. Name and address of the contracting party		38. Name and address of the contracting party	
39. Name and address of the contracting party		40. Name and address of the contracting party	
41. Name and address of the contracting party		42. Name and address of the contracting party	
43. Name and address of the contracting party		44. Name and address of the contracting party	
45. Name and address of the contracting party		46. Name and address of the contracting party	
47. Name and address of the contracting party		48. Name and address of the contracting party	
49. Name and address of the contracting party		50. Name and address of the contracting party	
51. Name and address of the contracting party		52. Name and address of the contracting party	
53. Name and address of the contracting party		54. Name and address of the contracting party	
55. Name and address of the contracting party		56. Name and address of the contracting party	
57. Name and address of the contracting party		58. Name and address of the contracting party	
59. Name and address of the contracting party		60. Name and address of the contracting party	
61. Name and address of the contracting party		62. Name and address of the contracting party	
63. Name and address of the contracting party		64. Name and address of the contracting party	
65. Name and address of the contracting party		66. Name and address of the contracting party	
67. Name and address of the contracting party		68. Name and address of the contracting party	
69. Name and address of the contracting party		70. Name and address of the contracting party	
71. Name and address of the contracting party		72. Name and address of the contracting party	
73. Name and address of the contracting party		74. Name and address of the contracting party	
75. Name and address of the contracting party		76. Name and address of the contracting party	
77. Name and address of the contracting party		78. Name and address of the contracting party	
79. Name and address of the contracting party		80. Name and address of the contracting party	
81. Name and address of the contracting party		82. Name and address of the contracting party	
83. Name and address of the contracting party		84. Name and address of the contracting party	
85. Name and address of the contracting party		86. Name and address of the contracting party	
87. Name and address of the contracting party		88. Name and address of the contracting party	
89. Name and address of the contracting party		90. Name and address of the contracting party	
91. Name and address of the contracting party		92. Name and address of the contracting party	
93. Name and address of the contracting party		94. Name and address of the contracting party	
95. Name and address of the contracting party		96. Name and address of the contracting party	
97. Name and address of the contracting party		98. Name and address of the contracting party	
99. Name and address of the contracting party		100. Name and address of the contracting party	



CMR Convention(s)

Convention on the Contract for the International Carriage of Goods by Road (CMR)

(of 19 May 1956) in force since 1961

Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR)

(of 5 July 1978) in force since 1980

Provides for max. carrier liability of 8.33 SDR per kg gross weight

Additional Protocol to the CMR concerning the electronic consignment note (e-CMR)

(of 27 May 2008) not yet in force

Allows for electronic mechanisms/procedures as supportive evidence for the consignment note

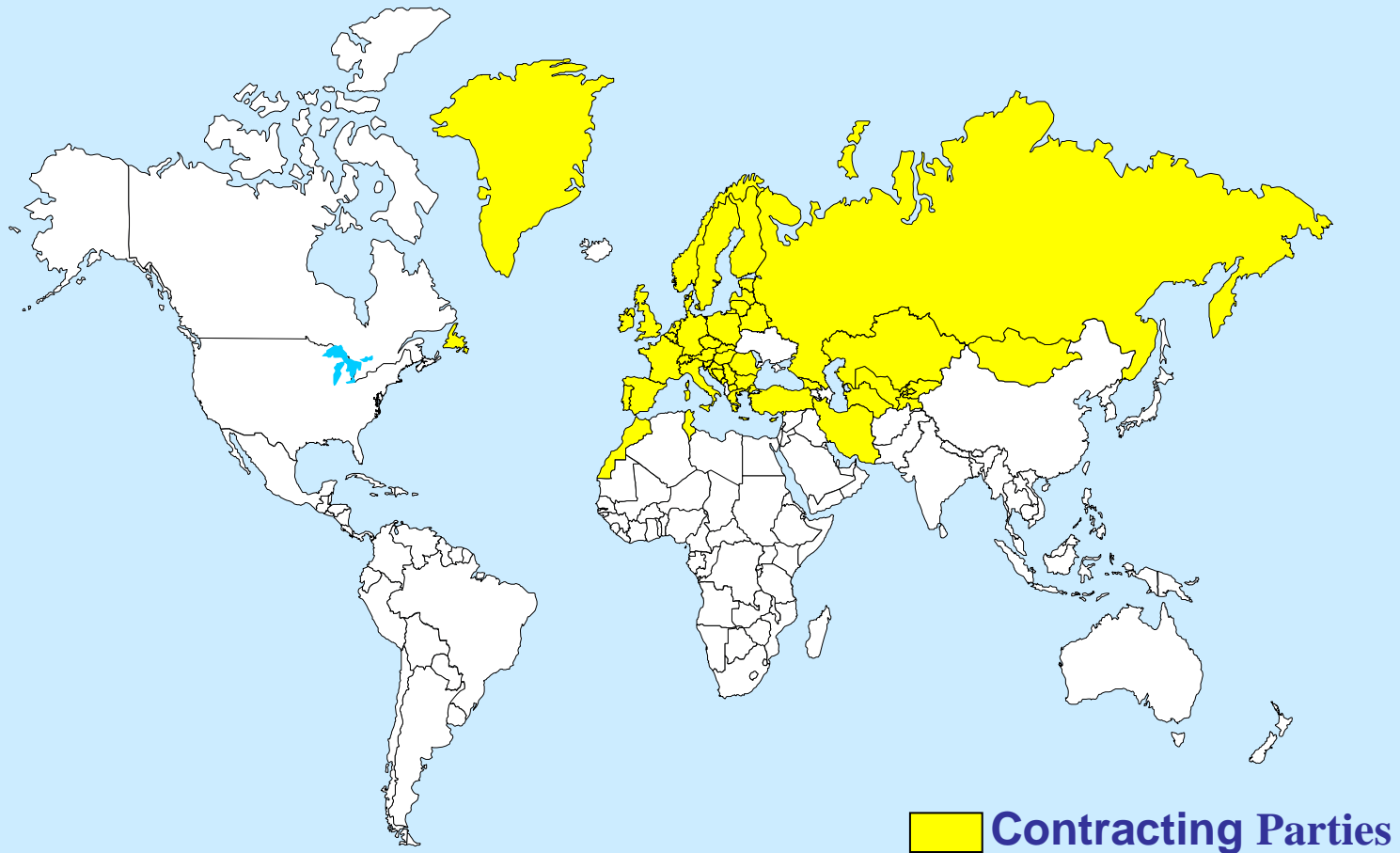


CMR: 55 Contracting Parties

- Albania
- Armenia
- Austria
- Azerbaijan
- Belarus
- Belgium
- Bosnia and Herzegovina
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Georgia
- Germany
- Greece
- Hungary
- Iran (Islamic Republic)
- Ireland
- Jordan
- Kazakhstan
- Kyrgyzstan
- Latvia
- Lebanon
- Lithuania
- Italy
- Luxembourg
- Malta
- Moldova
- Mongolia
- Montenegro
- Morocco
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Russian Federation
- Serbia
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Syrian Arab Republic
- The former Yugoslave Republic of Macedonia
- Tunisia
- Turkey
- Turkmenistan
- Ukraine
- United Kingdom
- Uzbekistan



CMR: Geographical scope





CMR Convention

Objective of CMR

“ ...standardizing conditions governing the contract for the international carriage of goods by road, particularly with respect to the documents used for such carriage and the carrier’s liability,...”



CMR Convention

Provisions and areas addressed

	Articles
Scope of application (international road carriage of goods)	1-2
Persons for whom the carrier is responsible	3
Conclusion and performance of the contract of carriage	4-17
Consignment note, responsibility, checking of goods, evidence, documentation, right of disposal, payment of charges, instructions, ...	
Liability of the carrier	17-29
Loss and damage, burden of prove, delay in delivery, compensation,...	
Claims and actions	30-33
Provisions for successive carriers	34-40
Nullity of stipulations contrary to the convention	41
Final provisions	42-51



CMR Convention

Operating procedures

	Articles
Accession and denunciation	42-46
Dispute settlement and reservation clause	47-48
Amendment procedure: Conference of Parties (only!)	49
Depositary functions (Secretary General of United Nations)	50
Outside of CMR Convention	
UNECE Working Party on Road Transport (SC.1)	no reference
UNECE Inland Transport Committee (ITC)	



CMR Convention

CMR: Success story for over 50 years

- Large coverage (pan-Europe, most international road freight contracts)
- Regulates most civil law issues in international/national goods transport by road
- Legal model (national and international transport law)

Reasons

- Legal certainty (Protocols only: 1 modification in 1980, 1 addendum in 2008)
- Restriction to salient issues (contractual freedom)
- Strict revision procedure (conference of Parties)

Problems

- Risk of divergence of interpretation (courts in 55 Contracting Parties)

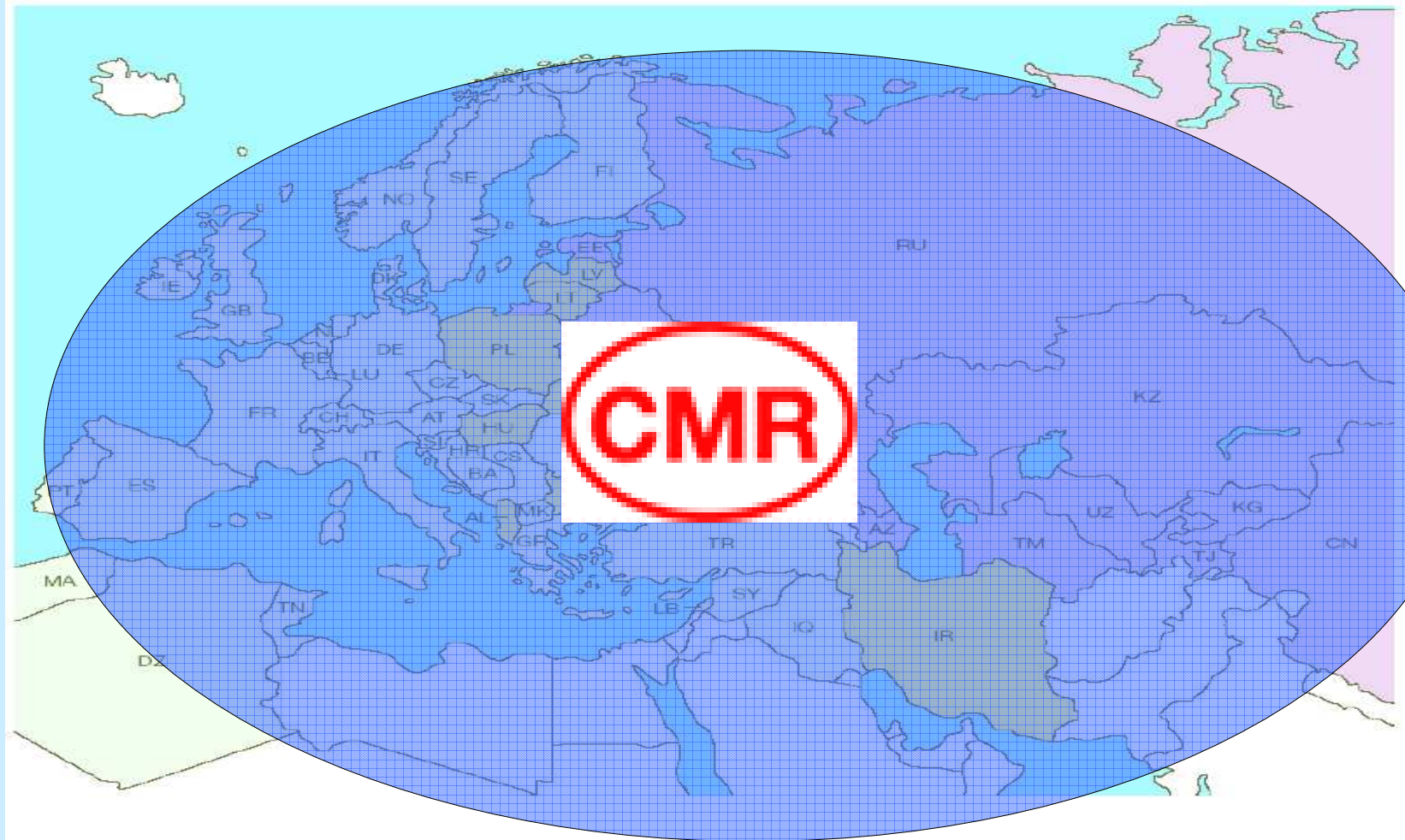
Modernization of CMR ?

- Amended consignment note (tool to trace cargo and vehicles/containers)
- Multimodal/intermodal transport operations
- Ancillary road transport activities (prior or following transport - packing, loading, stowage, etc.)



Euro-Asian road freight

Uniform road transport law

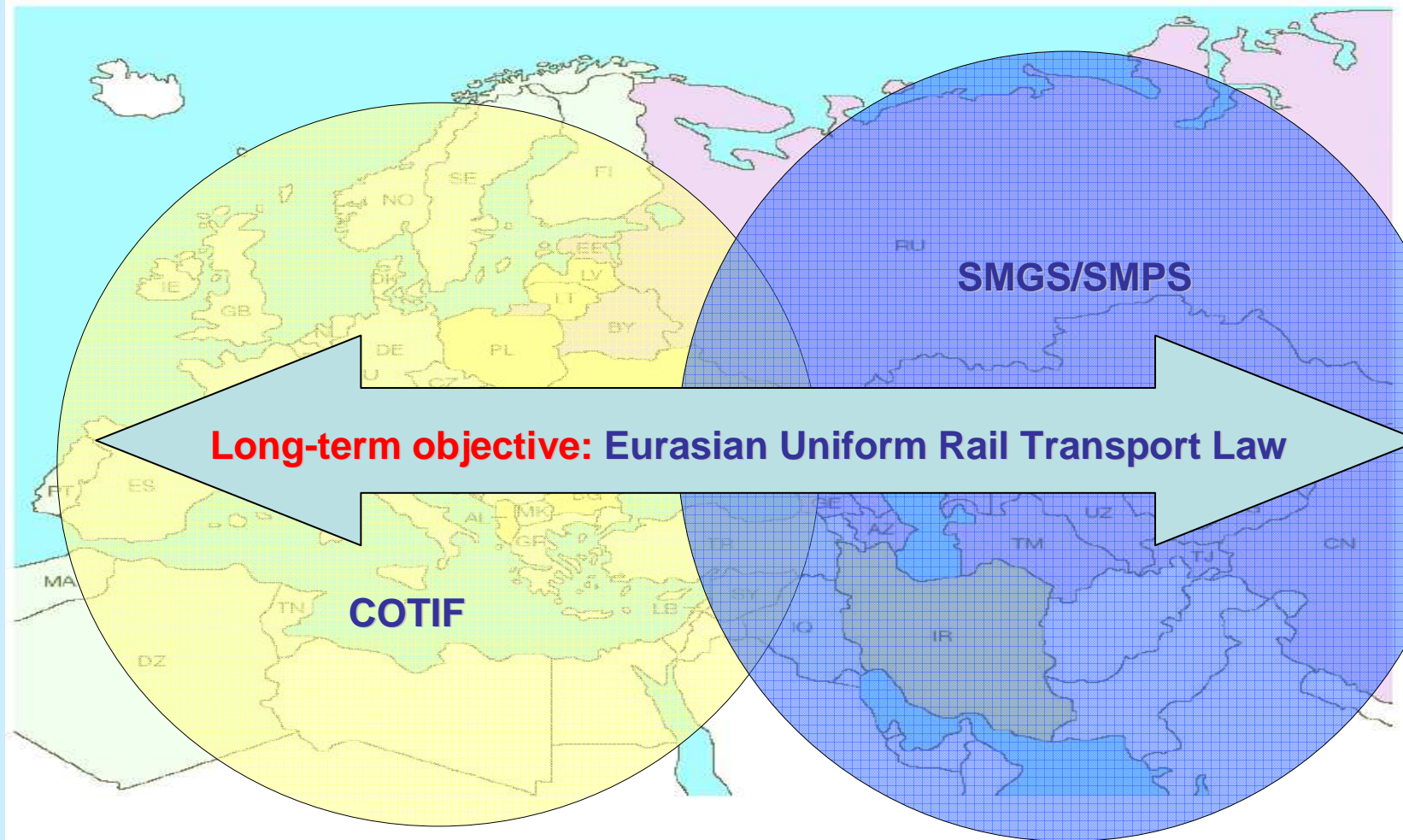


UNECE Transport Division



Euro-Asian rail freight

Different rail transport law





CMNI Convention

**Budapest Convention on the Contract for the Carriage
of Goods by Inland Waterway
(CMNI) of 22 June 2001
in force since 2005**





CMNI: 14 Contracting Parties

Bulgaria

Croatia

Czech Republic

France

Germany

Hungary

Luxembourg

Moldova

Netherlands

Romania

Russian Federation

Serbia

Slovakia

Switzerland



CMNI Convention

Objective of CMNI

“ ...establishing by common agreement certain uniform rules concerning the contracts for the carriage of goods by inland waterway,...”



CMNI Convention

Provisions and areas addressed

	Articles
Definitions and scope of application (carriage of goods on IW)	1-2
Rights and obligations of Contracting Parties Taking over on board of vessels carriage and delivery of goods, actual carrier, delivery time, dangerous and polluting goods, liability of the shipper, termination of contract, etc.	
Transport documents Nature and content, reservations, bill of lading	11-13
Right to dispose of the goods	14-15
Liability of the carrier	16-22
Claims period	23-24
Limits of contractual freedom	25
Supplementary provisions General average, unit of account, additional national provisions, etc.	26-29
Declarations concerning the scope of application Specific inland (national) waterways, regional provisions, etc.	30-32
Final provisions Revision through conference of parties Depository: Government of Hungary	33-38



United Nations Economic Commission for Europe (UNECE)



Palais des Nations, Geneva (Switzerland)

UNECE Transport Division