

# e-CMR developments

ITC 81<sup>st</sup> Session

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**UNECE**

# Overview

1. CMR
2. Protocol to the CMR
3. Additional Protocol to the CMR
4. Explanatory memorandum to the e-CMR
5. Recent developments
6. Guidance note of the legal aspects of the e-CMR
7. Technical issues to be considered by contracting parties implementing the e-CMR

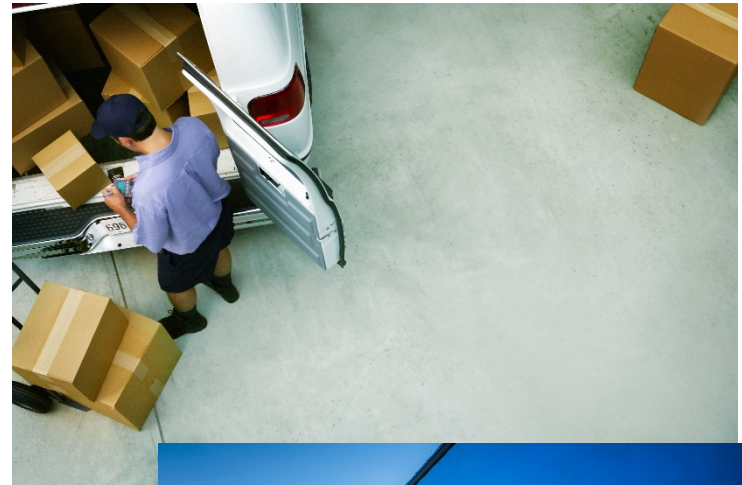
# Convention on the Contract for the International Carriage of Goods by Road (CMR) (1956) and the Additional Protocol to CMR concerning the electronic consignment note (2008)

## Objectives

- To facilitate international road transport

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

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



# 1956 CMR: 55 CPs



# 1956 CMR

## Overview

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

Compte rendu de l'expéditeur City for sender		LETTRE DE NOTIFICATION INTERNATIONALE INTERNATIONAL CONSIGNMENT NOTE		No 240302	
1. Expéditeur (nom, adresse, pays) Sender (name, address, country)		6. Destinataire (nom, adresse, pays, adresse télégraphique) Consignee (name, address, country, other references)		7. Transporteurs successeurs / Successive carriers Nom / Name Adresse / Address Pays / Country Régime d'expédition Incoterms / Incoterms Code Signature	
2. Destinataire (nom, adresse, pays) Consignee (name, address, country)		3. Prevois-on charge de la marchandise / Carriage over the goods Libra / Place Pays / Country Date Mois / Calendar / Type of arrival Heures de départ / Time of departure		4. Abandonné observations du transporteur sur le prix en charge de la marchandise Carrier's observations on carriage over the goods	
3. Prevois-on charge de la marchandise / Carriage over the goods Libra / Place Pays / Country Date Mois / Calendar / Type of arrival Heures de départ / Time of departure		4. Abandonné observations du transporteur sur le prix en charge de la marchandise Carrier's observations on carriage over the goods		5. Instructions de l'expéditeur Sender's instructions	
5. Instructions de l'expéditeur Sender's instructions		6. Documents remis au transporteur par l'expéditeur Documents handed to the carrier by the sender		10. Poids et nombre Weight and piece	
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11. Nombre de colis Number of packages		12. Mode d'emballage Method of packing		13. Nature de la marchandise Nature of the goods	
12. Mode d'emballage Method of packing		13. Nature de la marchandise Nature of the goods		14. Poids net, kg Gross weight in kg	
13. Nature de la marchandise Nature of the goods		14. Poids net, kg Gross weight in kg		15. Coûtage en ad. Tare in ad.	
14. Poids net, kg Gross weight in kg		15. Coûtage en ad. Tare in ad.		16. Numéro ONU UN Number	
15. Coûtage en ad. Tare in ad.		16. Numéro ONU UN Number		17. Code de danger Danger code	
16. Numéro ONU UN Number		17. Code de danger Danger code		18. Autres indications Other useful particulars	
17. Code de danger Danger code		18. Autres indications Other useful particulars		19. Retenu au départ Cash on-delivery	
18. Autres indications Other useful particulars		19. Retenu au départ Cash on-delivery		20. Ce transport est soumis, notwithstanding any clause to the contrary, to the Convention relative au contrat de transport international de marchandises par route (CMR) This carriage is subject, notwithstanding any clause to the contrary, to the Convention on the Contract for the International Carriage of Goods by Road (CMR)	
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21. Date de / Established in M / J / A		22. Date de / Established in M / J / A		23. Membres signés / Docu-signatures Date / Date / Time of arrival / Heures de départ / Time of departure	
22. Date de / Established in M / J / A		23. Membres signés / Docu-signatures Date / Date / Time of arrival / Heures de départ / Time of departure		24. Signature de l'expéditeur Signature of sender	
23. Membres signés / Docu-signatures Date / Date / Time of arrival / Heures de départ / Time of departure		24. Signature de l'expéditeur Signature of sender		25. Signature de l'accepteur Signature of carrier	
24. Signature de l'expéditeur Signature of sender		25. Signature de l'accepteur Signature of carrier		Partie non contractuelle réservée au transporteur / Non-contractual part reserved for the carrier	

# Eleven mandatory particulars of a consignment note



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

# Liability of the carrier

- The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.
- Carrier not liable if:
  - A wrongful act, neglect or instructions by the claimant
  - Inherent vice of the goods
  - Unavoidable circumstances and unpreventable consequences (force majeure)
  - Special risks inherent in some circumstances
- But no limit or exclusion of carrier's liability of the damage was caused by his willful misconduct or that of his agents.
- Definitions of delay and loss
- Sender is obliged to disclose to the carrier if the goods are dangerous and to enter this information on the consignment note. Sender is liable in the case of non-disclosure.

# Calculation of compensation

- Compensation is calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.
- Compensation shall not exceed 25 francs per kilogram of gross weight short. “Franc” means the gold franc weighing  $\frac{10}{31}$  of a gramme and being of millesimal fineness 900.
- For loss of goods: carriage charges, customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in proportion to the loss sustained.
- In the case of delay: carrier’s liability (if proven by claimant) shall not exceed the carriage charges.
- Higher compensation may be claimed where the value of goods or a special interest in delivery has been declared per articles 24 and 26.
- Articles 24 and 26 relate to the payment of a surcharge by the sender for the value of goods exceeding the “compensation formula”.
- Claimant may claim interest on compensation payable at 5 percent per annum.



# 1978 Protocol to the CMR

## Objectives

- Facilitates financial compensation foreseen in CMR
- Compensation shall not exceed 8.33 units of account per kilogram of gross weight short
- Introduces the possibility to use the IMF Special Drawing Rights (SDR)
- SDR 1 = approx \$1.40, SDR 8.33 = approx \$11.70
- Defines the conditions for conversion of the SDR unit into the national currency for IMF member States and non-IMF member States

# 1978 Protocol: 44 CPs



# 2008 e-CMR

## Objective

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



# Explanatory memorandum to the e-CMR

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

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

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

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# 2008 e-CMR: 18 CPs



# Developments over the 18 months

- 7 accessions/new CPs from Nov 2017 to Feb 2019
- Special SC.1 (Working Party on Road Transport) session on 4 April 2018:
  - Launch of the UN/CEFACT technical standards  
[http://www.unece.org/cefact/brs/brs\\_index.html](http://www.unece.org/cefact/brs/brs_index.html)
  - Contracting Parties discussing how to operationalize the e-CMR  
[http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/ECE-TRANS-SC1-S-398-e\\_.pdf](http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/ECE-TRANS-SC1-S-398-e_.pdf)
  - Presentations from the Netherlands, CIT, IRU, UNCITRAL and Secretariat  
[http://www.unece.org/trans/main/sc1/special\\_session\\_5.html](http://www.unece.org/trans/main/sc1/special_session_5.html)

# At SC.1's 113<sup>th</sup> session

- **Guidance note on the legal aspects of the e-CMR**  
[http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/CE-TRANS-SC1-2018-1e\\_01.pdf](http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/CE-TRANS-SC1-2018-1e_01.pdf)
- **Benelux project documents (SC.1/2018/3, SC.1/2018/4, Informal document Nos. 2, 3 and 4)**  
[http://www.unece.org/trans/main/sc1/sc1doc\\_2018.html](http://www.unece.org/trans/main/sc1/sc1doc_2018.html)  
<http://www.unece.org/trans/main/sc1/inf113.html>
- **Discuss technical questions regarding the implementation of the e-CMR**  
[http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/CE-TRANS-SC1-2018-2e\\_01.pdf](http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/CE-TRANS-SC1-2018-2e_01.pdf)

# Guidance Note on legal aspects of e-CMR

[http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/ECE-TRANS-SC1-2018-1e\\_01.pdf](http://www.unece.org/fileadmin/DAM/trans/doc/2018/sc1/ECE-TRANS-SC1-2018-1e_01.pdf)

- **Accession (art.7)**
  - ‘a signatory to or contracting party to CMR and member of ECE or have consultative status’
- **Scope and effect of the electronic consignment note (ECN) (art.2)**
- **Authentication of the ECN (art.3)**
  - ‘Reliable electronic signature’
- **Conditions for the establishment of the ECN (art.4)**
  - ‘same particulars as CMR... procedure... shall ensure integrity of the particulars... from the time when it was first generated...make it possible to detect ..any supplement or amendment...’
- **Implementation of the ECN (art.5)**
  - ‘parties interested in the performance of the contract of carriage shall agree on the procedures and their implementation...’
- **Documents supplementing the ECN (art.6)**
  - Sender to furnish carrier with ‘documents referred to in Article 6, para 2(g) and Article 11 of the CMR...’



# Technical considerations for Contracting Parties (1)

- **e-CMR:**
  - silent on technology
  - Gives parties flexibility to choose methods of implementation
- **Guidance from other international instruments related to digitalization:**
  - UNCITRAL Model Law on Electronic Transferable Records, 2017
  - Proposal for a Regulation of the European Parliament and of the Council on electronic freight transport information (May 2018)

# Technical considerations for Contracting Parties (2)

- **Range of technology/platforms:**
  - Restricted-access national registry
  - Blockchain (distributed ledger) technology:
    - Permitted (Singapore Govt's Open Trade Blockchain)
    - Public (Bitcoin)
- **Pilot projects involving e-CMR:**
  - EU's AEOLIX (Architecture for European Logistics Information Exchange)
  - BENELUX
  - Others?

# Thank you

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