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
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
- Hunary
- 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
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,...”
**Provisions and areas addressed**

<table>
<thead>
<tr>
<th>Provision</th>
<th>Articles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of application (international road carriage of goods)</td>
<td>1-2</td>
</tr>
<tr>
<td>Persons for whom the carrier is responsible</td>
<td>3</td>
</tr>
<tr>
<td>Conclusion and performance of the contract of carriage</td>
<td>4-17</td>
</tr>
<tr>
<td>Consignment note, responsibility, checking of goods, evidence, documentation, right of disposal, payment of charges, instructions, ...</td>
<td>4-17</td>
</tr>
<tr>
<td>Liability of the carrier</td>
<td>17-29</td>
</tr>
<tr>
<td>Loss and damage, burden of prove, delay in delivery, compensation,...</td>
<td>17-29</td>
</tr>
<tr>
<td>Claims and actions</td>
<td>30-33</td>
</tr>
<tr>
<td>Provisions for successive carriers</td>
<td>34-40</td>
</tr>
<tr>
<td>Nullity of stipulations contrary to the convention</td>
<td>41</td>
</tr>
<tr>
<td>Final provisions</td>
<td>42-51</td>
</tr>
</tbody>
</table>
CMR Consignment Note (ICC/IRU model)
## Operating procedures

<table>
<thead>
<tr>
<th>Articles</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>42-46</td>
<td>Accession and denunciation</td>
</tr>
<tr>
<td>47-48</td>
<td>Dispute settlement and reservation clause</td>
</tr>
<tr>
<td>49</td>
<td>Amendment procedure: Conference of Parties (only!)</td>
</tr>
<tr>
<td>50</td>
<td>Depositary functions (Secretary General of United Nations)</td>
</tr>
</tbody>
</table>

### 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
Euro-Asian rail freight
Different rail transport law

Long-term objective: Eurasian Uniform Rail Transport Law
CMNI Convention

in force since 2005
CMNI: 14 Contracting Parties

Bulgaria  Moldova
Croatia  Netherlands
Czech Republic  Romania
France  Russian Federation
Germany  Serbia
Hungary  Slovakia
Luxembourg  Switzerland
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

<table>
<thead>
<tr>
<th>Area</th>
<th>Articles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitions and scope of application (carriage of goods on IW)</td>
<td>1-2</td>
</tr>
<tr>
<td>Rights and obligations of Contracting Parties</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Transport documents</td>
<td>11-13</td>
</tr>
<tr>
<td>Nature and content, reservations, bill of lading</td>
<td></td>
</tr>
<tr>
<td>Right to dispose of the goods</td>
<td>14-15</td>
</tr>
<tr>
<td>Liability of the carrier</td>
<td>16-22</td>
</tr>
<tr>
<td>Claims period</td>
<td>23-24</td>
</tr>
<tr>
<td>Limits of contractual freedom</td>
<td>25</td>
</tr>
<tr>
<td>Supplementary provisions</td>
<td>26-29</td>
</tr>
<tr>
<td>General average, unit of account, additional national provisions, etc.</td>
<td></td>
</tr>
<tr>
<td>Declarations concerning the scope of application</td>
<td>30-32</td>
</tr>
<tr>
<td>Specific inland (national) waterways, regional provisions, etc.</td>
<td></td>
</tr>
<tr>
<td>Final provisions</td>
<td>33-38</td>
</tr>
<tr>
<td>Revision through conference of parties</td>
<td></td>
</tr>
<tr>
<td>Depositary: Government of Hungary</td>
<td></td>
</tr>
</tbody>
</table>