



International Rail Transport Committee  
Comité international des transports ferroviaires  
Internationales Eisenbahntransportkomitee

# **CIT work on inland waterways connections of ports by rail**

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63rd session of the Working Party on Inland Water  
Transport (SC.3), Geneva 6th of November 2019

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# Legal reality



Hague,  
Visby,  
Rotterdam  
Rules  
CMNI

**CMR**



**CIM  
SMGS**

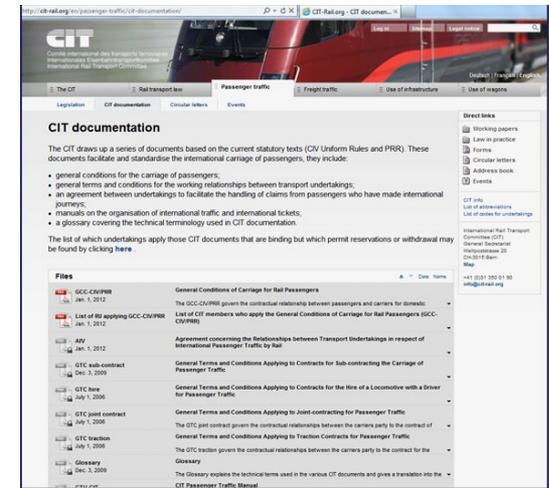
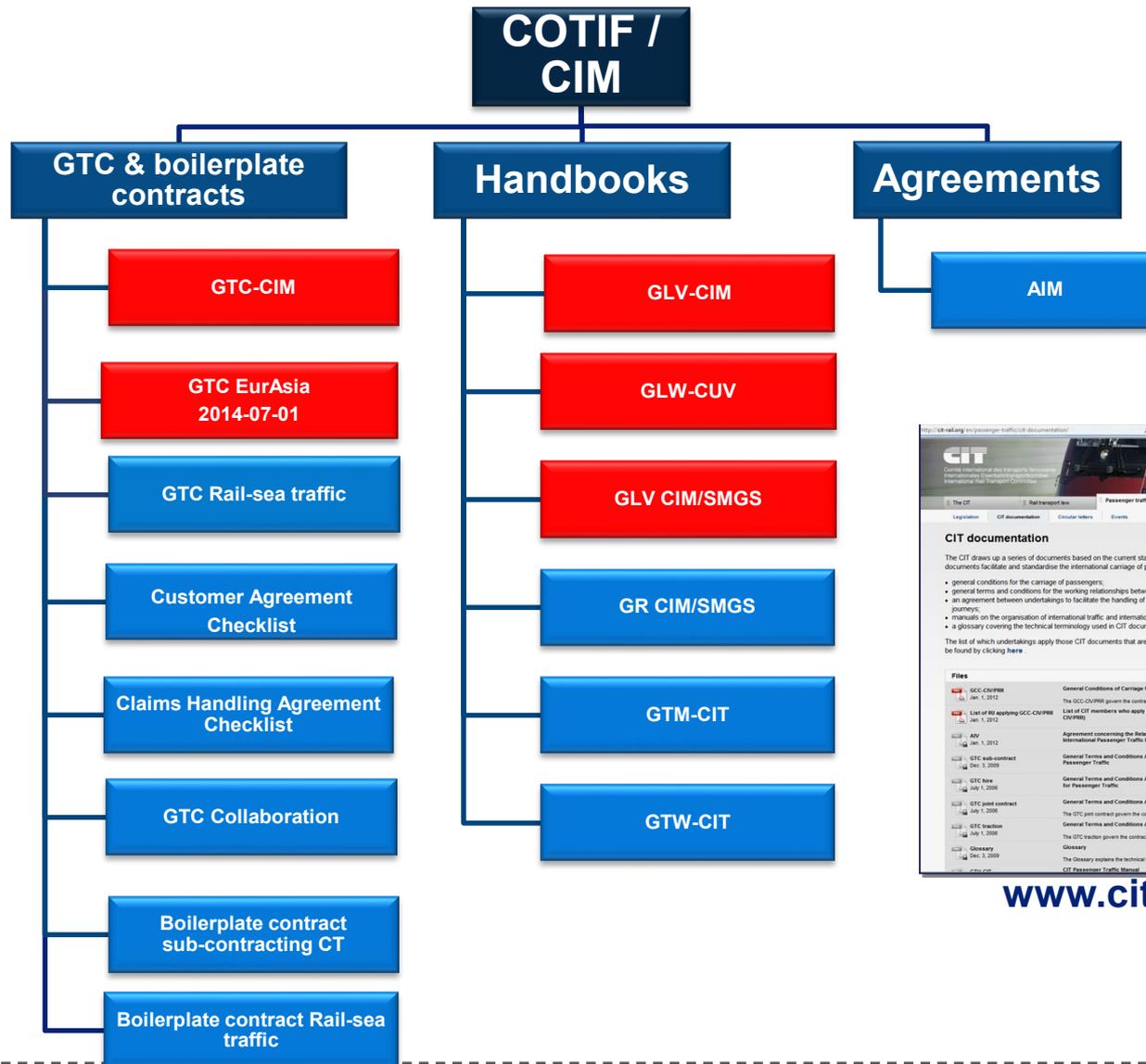
**Montréal**



Geneva Convention 1980 on multimodality



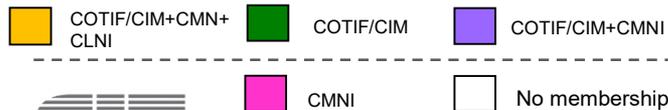
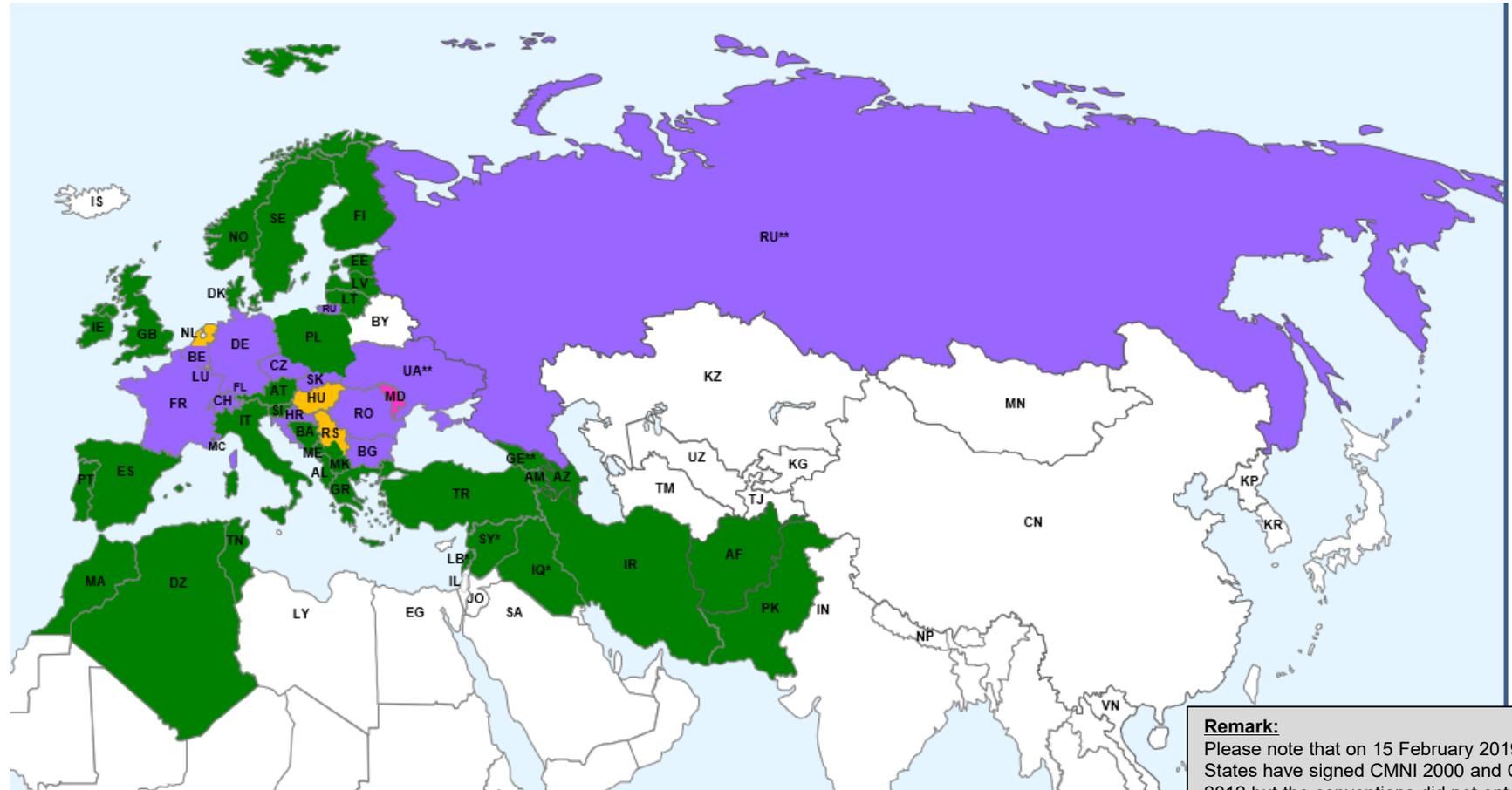
# CIT freight products as from 1st July 2019



[www.cit-rail.org](http://www.cit-rail.org)

# Scope of application of COTIF/CIM, CMNI 2000, CLNI 2012

Situation on 1 May 2019



\*membership suspended  
 \*\*application on specific lines only

**Remark:**  
 Please note that on 15 February 2019 some States have signed CMNI 2000 and CLNI 2012 but the conventions did not entered into force yet:

- BE: CLNI
- FR: CLNI
- DE: CLNI
- PL: CMNI and CLNI
- PT: CMNI

# Interaction btw. railway law and inland waterway law

## Drafting a Guideline for rail / inland waterway law

- Interaction between railway law and inland waterway law
- Comparison of the relevant legislation on rail freight transport (COTIF/CIM) with inland waterway law (in particular, CMNI, CLNI 2012, parts of the Athens Convention)
- The CIT/IRU Guideline structure serves as a model:
  - Introduction
  - Synthesis (main principles)
  - Map
  - Comparative Matrix
- Future collaboration with the CCNR (*Central Commission for Rhein Navigation*) to finalise the guideline and hold a dedicated Seminar in 2020

# Drafting a Guideline for rail/inland waterway law

## Synthesis (main principles)

- The Synthesis underlines the general legal principles applicable to both freight and inland waterway transport of goods with regards to specific topics
- Structure:
  - I. Scope of application
  - II. Multimodal transport
  - III. Documentary requirements
  - IV. Contractual relations
  - V. Provisions concerning liability
  - VI. Compensation
  - VII. Procedural provisions

# Drafting a Guideline for rail/inland waterway law

## Comparative Matrix

- The comparative matrix is an article-by-article analysis of the different conventions applicable to rail and inland waterway transport. The table provides a comparison of the legal texts and a column of comments related to the topic dealt with.

**Comparative Matrix**  
**COTIF/CIM; CMNI I; CLNI (1988 and 2012);**  
**Athens Convention (incl. the 2002 Protocol)**

Regime	<a href="#">COTIF / CIM</a>	<a href="#">CMNI</a>	<a href="#">CLNI (2012)</a> <i>Athens Convention including the 2002 Protocol</i>	COMMENTS
Date	9 May 1980 - 3 June 1999 (Protocol)	1 April 2005	27 September 2012 13 December 1974 including the Protocol of 1 November 2002	
Mode	Rail	Inland Waterway	Inland Waterway and Maritime	
Scope of application of the Conventions	<p><b>Art. 1 § 1</b> These Uniform Rules shall apply to every contract of carriage of goods by rail for reward when the place of taking over of the goods and the place designated for delivery are situated in two different Member States, irrespective of the place of business and the nationality of the parties to the contract of carriage.</p> <p><b>Art. 1 § 2</b> These Uniform Rules shall apply also to contracts of carriage of goods by rail for reward, when</p>	<p><b>Art. 2 § 1</b> This Convention is applicable to any contract of carriage according to which the port of loading or the place of taking over of the goods and the port of discharge or the place of delivery of the goods are located in two different States of which at least one is a State Party to this Convention. If the contract stipulates a choice of several ports of discharge or places of delivery, the port of discharge or the place of delivery to which the goods have actually been delivered shall determine the choice.</p> <p><b>Art. 2 § 2</b> This Convention is applicable if the purpose of the contract of carriage is the carriage of goods, without</p>	<p><b>CLNI 2012</b> The States Parties to this Convention, having recognised the desirability of determining by agreement certain uniform rules relating to the limitation of liability in inland navigation on all inland waterways, considering that it is desirable to modernise the 1988 Strasbourg Convention on the Limitation of Liability in Inland Navigation.</p> <p><b>Art. 15 § 1</b> This Convention shall apply to the limitation of liability of the vessel owner or a salvor at the time of the</p>	<p><b>CIM</b> are Uniform Rules to the Convention concerning International Carriage by Rail (COTIF) applying to every contract of carriage of goods by rail.</p> <p>The <b>COTIF/CIM</b> shall apply to every contract of carriage of goods by rail (COTIF/CIM) for reward when the place of taking over of the goods and the place designated for delivery are situated in two different countries, of which at least one is a Member State. If only one country is a Member State, the CIM Uniform Rules shall only apply if the parties to the contract agree that it shall be subject to the CIM Uniform Rules.</p>

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