



Digital consignment note under the CIM UR

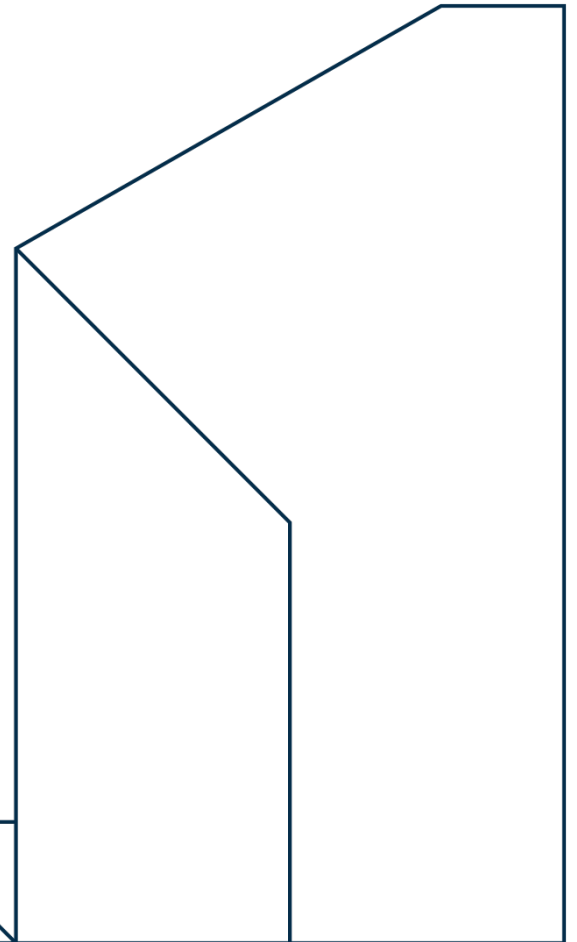
Group of Experts on the Operationalization of eCMR, 3 April 2023, Geneva

Aleksandr Kuzmenko
Head of Legal Department of the OTIF Secretariat



The Organisation and the Convention

OTIF and COTIF





The Organisation and the Convention

Key facts



THE ORGANISATION

Intergovernmental Organisation for International Carriage by Rail

50

MEMBER STATES

+1 ASSOCIATE MEMBER

3 WORKING LANGUAGES : FR/DE/EN



HEADQUARTERS: Berne, Switzerland 

COTIF THE CONVENTION

COTIF Convention concerning International Carriage by Rail

1999

1st

**INTERNATIONAL
TRANSPORT CONVENTION**

ENTRED INTO FORCE IN **1893**

COTIF IS APPLIED ON **270,000 KM** OF RAILWAY LINES

2011



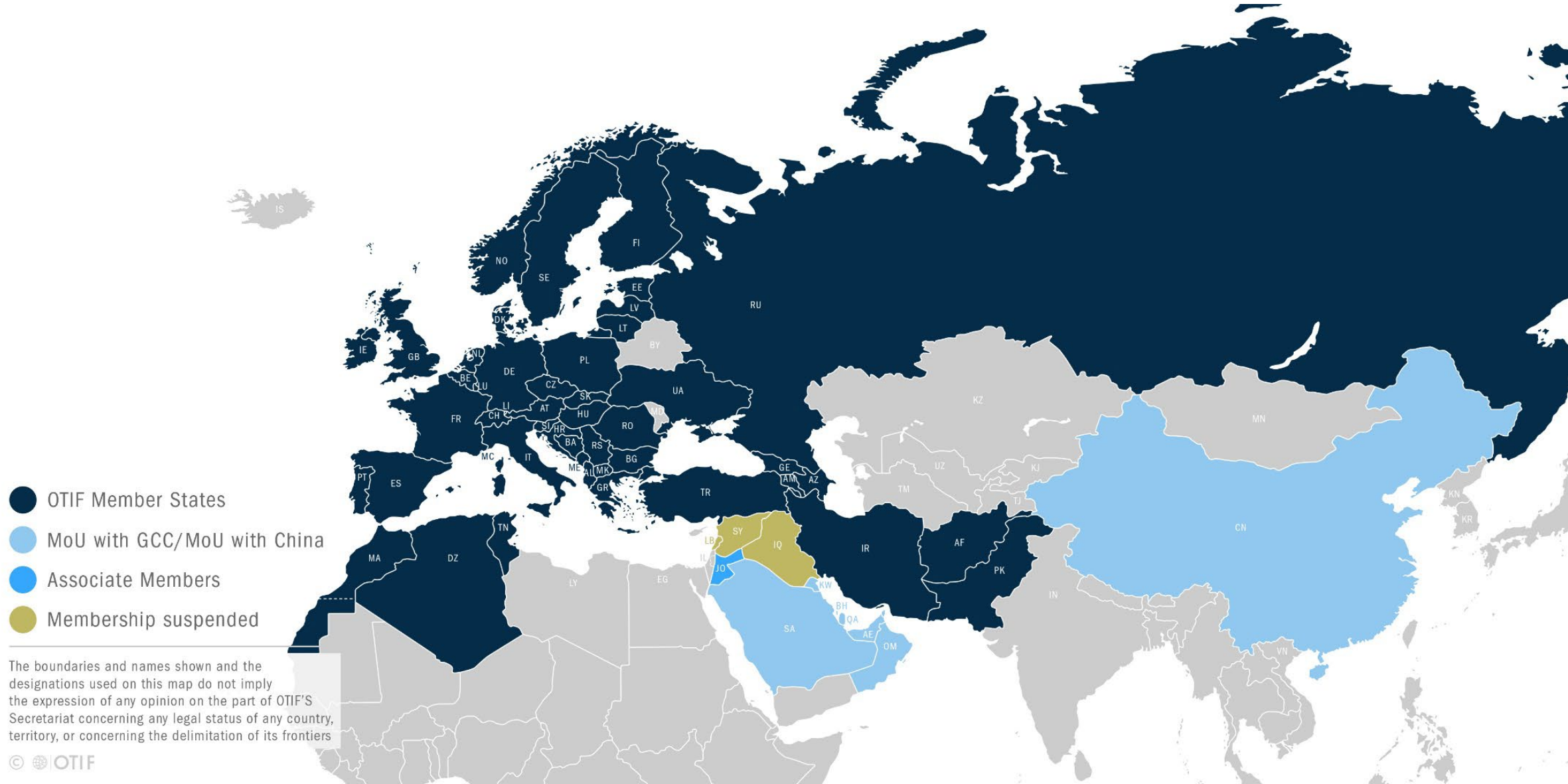
ACCEDED TO **COTIF**



The Organisation and the Convention

OTIF membership: situation on 1 May 2019

otif.org



- OTIF Member States
- MoU with GCC/MoU with China
- Associate Members
- Membership suspended

The boundaries and names shown and the designations used on this map do not imply the expression of any opinion on the part of OTIF'S Secretariat concerning any legal status of any country, territory, or concerning the delimitation of its frontiers



The Organisation and the Convention

Uniform railway law: seven (eight) Appendices to COTIF

APPENDIX A | CIV | Uniform Rules concerning the Contract of International Carriage of Passengers by Rail

APPENDIX B | CIM | Uniform Rules concerning the Contract of International Carriage of Goods by Rail

APPENDIX C | RID | Regulation concerning the International Carriage of Dangerous Goods by Rail

APPENDIX D | CUV | Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic

APPENDIX E | CUI | Uniform Rules concerning the Contract of Use of Infrastructure in International Rail Traffic

APPENDIX F | APTU | Uniform Rules concerning the Validation of Technical Standards and the Adoption of Uniform Technical Prescriptions applicable to Railway Material intended to be used in International Traffic

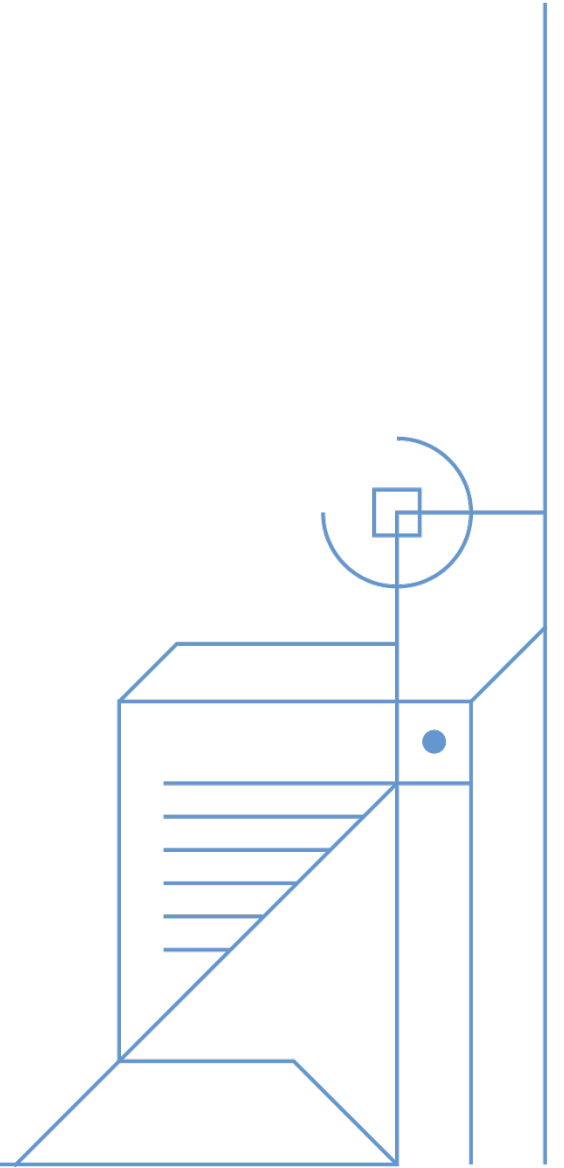
APPENDIX G | ATMF | Uniform Rules concerning the Technical Admission of Railway Material used in International Traffic

APPENDIX H | EST | Uniform Rules concerning the Safe Operation of Trains in International Traffic



CIM UR

Uniform Rules concerning the Contract of International Carriage of Goods by Rail

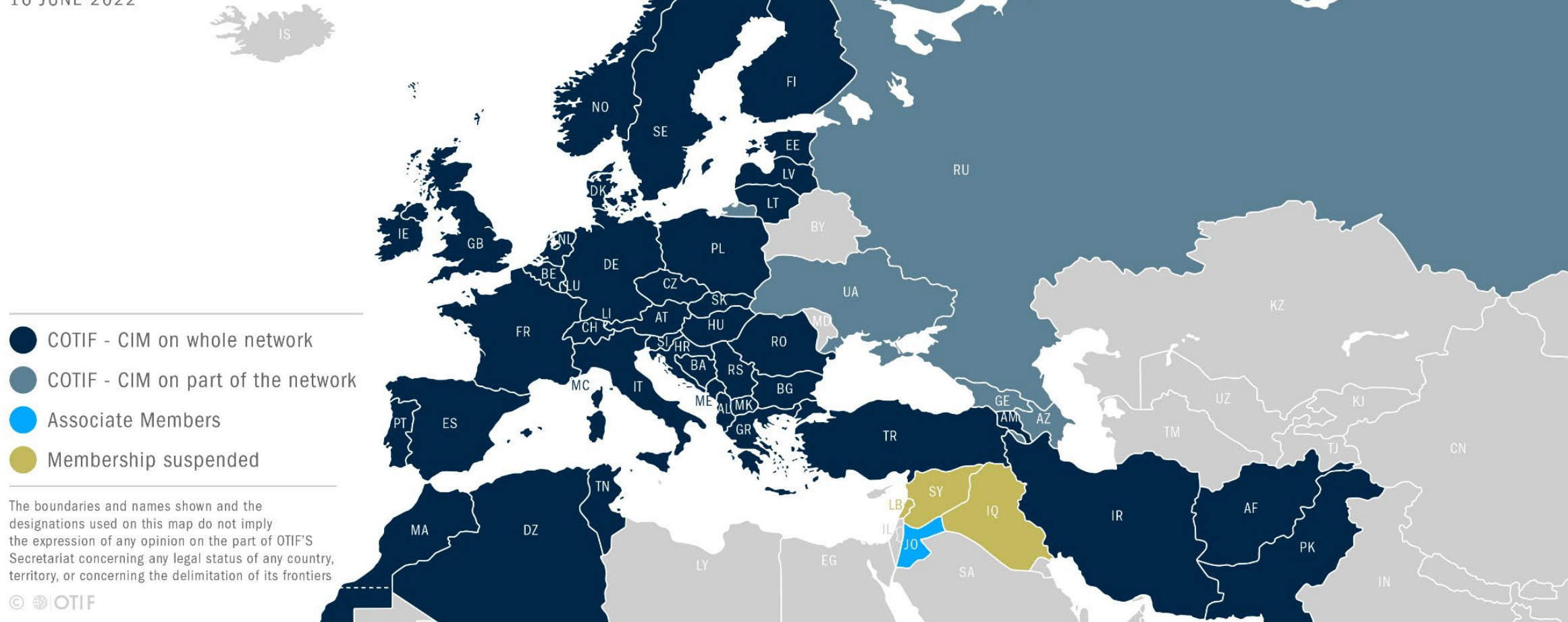




CIM UR

GEOGRAPHICAL SCOPE OF CIM

SITUATION ON
16 JUNE 2022



- COTIF - CIM on whole network
- COTIF - CIM on part of the network
- Associate Members
- Membership suspended

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CIM UR

General characteristics



Mandatory law: unless provided otherwise in the CIM UR, any stipulation which, directly or indirectly, would derogate from the CIM UR shall be null and void

Private law: contract (consensual) of carriage of goods by rail. Regulation of legal relationship between consignor, carrier and consignee.

Legal certainty: the rights and obligations of the parties to the contract of carriage are clearly defined and harmonisation in liability issues is guaranteed

Level playing field: harmonised with the law applicable to other modes of transport, in particular with the Convention on the Contract for the International Carriage of Goods by Road (CMR)

Broad contractual freedom: e.g. determination of route, delivery timeframes, conditions of payment. No obligation to carry or any tariff obligation.



CIM UR

Scope of application



Mandatory application (single rail mode carriage): 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.

Contractual extension of the area of application: if the parties to the contract of carriage so agree when either the state of departure or the state of destination is in an OTIF Member State

Multimodal carriage



CIM UR

Contract of carriage and consignment note



In the contract of carriage, the carrier shall undertake to carry the goods for reward to the place of destination and to deliver them there to the consignee.

The contract of carriage must be confirmed by a consignment note. However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract.

The CIM consignment note:

- has only evidential value and does not affect the existence of the contract,
- is prima facie evidence of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier,
- is obligatory for customs purposes (carriage taking place in the European Union or the territory on which the common transit procedure is applied).



CIM UR

Electronic consignment note: current state of regulation



The CIM UR expressly provide a legal basis for the electronic consignment note (Article 6 § 9) based on the principle of functional equivalence, but no detailed requirements are stipulated:

‘[t]he consignment note and its duplicate may be established in the form of electronic data registration which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the consignment note represented by those data.’

However, if we compare the detailed rules developed for electronic commerce and the more recent Conventions for other modes of transport, it is quite clear that the existing rules are very general and to some extent excessively vague.

The question therefore arises as to whether they are sufficient and effectual to ensure uniform interpretation and application in all OTIF Member States.



CIM UR

Survey on rules concerning electronic railway transport documents



OTIF's Secretariat initiated a survey on rules concerning electronic railway transport documents. According to the replies received:

- the national legislation of the Member States differs as regards the conditions for the validity of electronic transport documents for the carriage of goods by rail;
- the national legislation of the Member States differs as regards the methods of authentication of electronic transport documents for the carriage of goods by rail;
- the national legislation of the Member States differs as regards the requirements to ensure the integrity of electronic transport documents for the carriage of goods by rail.

The survey revealed a very uneven situation with regard to the use of electronic transport documents in national and international rail transport. In general, it can be observed that in most Member States there is a strong trend towards the transition from paper to electronic documents only, or in parallel with paper documents in national rail transport. In international rail transport, paper transport documents exclusively are used in a number of Member States, with large differences in the parallel use of paper and electronic transport documents among the responding Member States. However, the exclusive use of electronic transport documents is negligible in international rail transport.



CIM UR

Inception paper



OTIF's Secretariat prepared an inception paper to provide the necessary background information and analysis to assess the suitability of the regulation of the international contract of carriage of goods under the CIM UR for paperless transport.

The analysis of the readiness of the CIM UR for digitalised rail transport has been carried out in the light of general electronic commerce law and the rules applicable to other transport modes.

The ultimate question is whether current provisions of the CIM UR are clearly and effectively compatible with electronic communications, and in particular, whether they ensure that electronic consignment notes and paper consignment notes have the same legal effect, recognition and level of acceptance in all OTIF Member States.



CIM UR

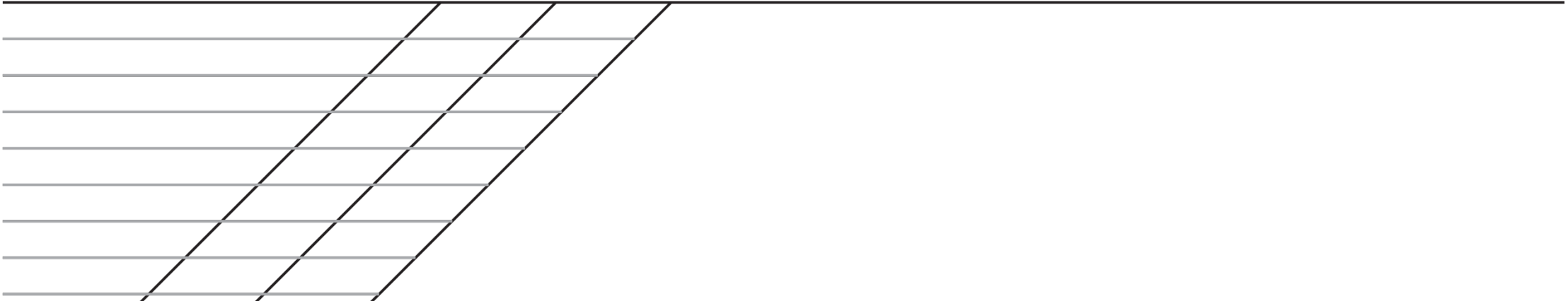
Should they be revised or not?



Based on the inception paper, the ad hoc Committee on Legal Affairs and International Cooperation of OTIF will consider the following questions on 19 April 2023:

- Are the existing international legal frameworks on electronic commerce suitable and relevant for assessing and possibly developing the CIM UR with regard to paperless transport?
- Are the existing international legal frameworks on electronic transport documents in the Conventions on the Carriage of Goods suitable and relevant for assessing and possibly developing the CIM UR with regard to paperless transport?
- Do the CIM UR provide a comprehensive, easily applicable and uniform legal framework for paperless carriage?





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OTIF

Organisation intergouvernementale pour les transports internationaux ferroviaires
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