

CIT General Assembly
Bern, 16 November 2017
Appendix 6 to the minutes

Item 1.5: Multimodality

CIT General Assembly 2017

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Summary



- Difficulties and statutory framework
- Rail-Sea traffic
- Rail-Road traffic

Multimodality– Difficulties and statutory framework

Legal difficulties

- Often mandatory modal conventions
- Different liability conditions and limitations
- Limitation of the **network liability system**

International conventions

- CMR – Art. 2
- Montreal Convention – Art. 38
- CIM – Art. 1 §§ 3 and 4
- Geneva Convention of 1980
- Rotterdam Rules

Contractual solutions

- Through bill of lading
- UNCTAD/ICC Rules
- GTC CIT for RU acting as multimodal transport undertaking



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GTC Rail – Sea Traffic

- A General provisions
 - B Performance of the contract
 - C Payment and charges
 - D Liability – Loss and damage – Allocation of compensation - Non performance or delayed performance
 - E Duration of the contract
 - F Miscellaneous
- Appendices
- 1 List of CIM maritime and inland waterway services
 - 2 Carriage of dangerous goods



International Rail Transport Committee
Comité international des transports ferroviaires
Internationale Eisenbahntransportkomitee

Edition 1 January 2015

General Terms and Conditions Applying to Joint-contracting for Rail-Sea Freight Traffic (GTC Rail-Sea traffic)

Applicable with effect from 1 January 2015



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CIT Boilerplate contract for Rail-Sea traffic

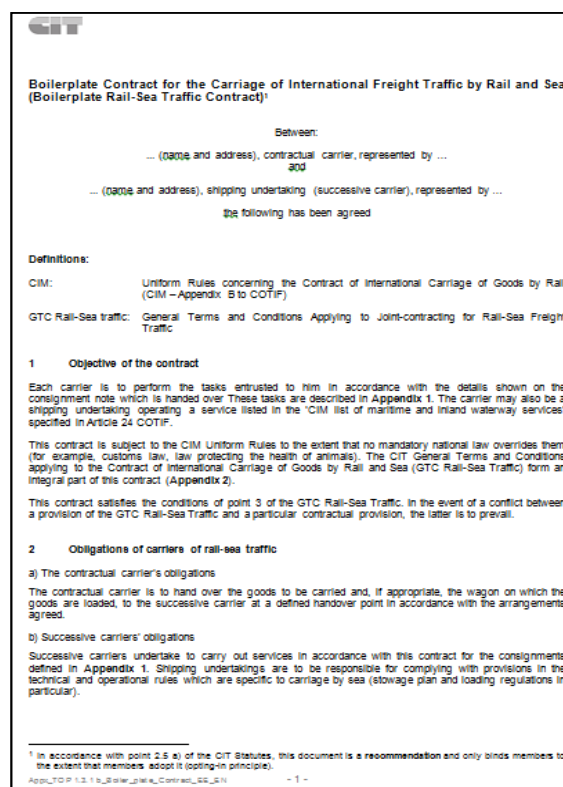
- **Validity:** introduced on 1 July 2016 (*opting-in*)
- **Model** of successive carriers: maritime carriers can appear as successive carriers
- **Structure:**
 - Objective of the contract
 - Obligations
 - Procedures related to carriage
 - Compensation
 - Applicable law, jurisdiction, other general provisions

Appendix 1: Description and planning

Appendix 2: GTC Rail-Sea Traffic

Appendix 3: Payment

Appendix 4: Compensation



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Next steps for Rail-Sea traffic

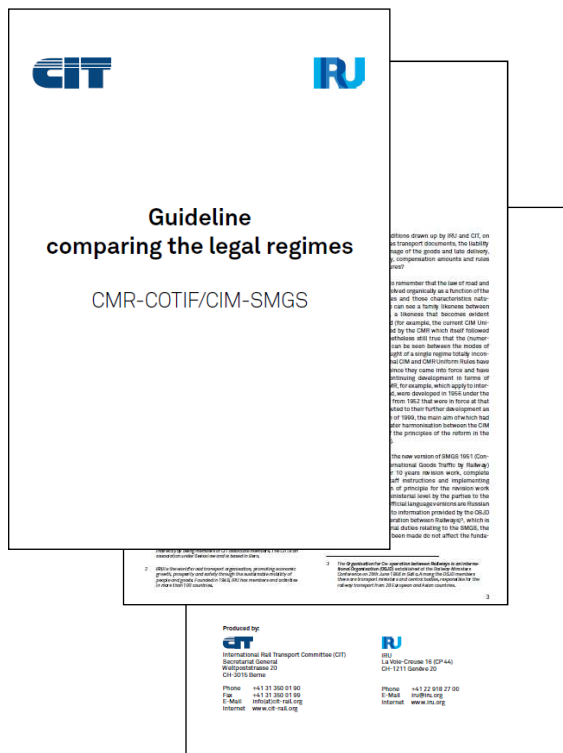
Implementation of the new documents

- The GTC Rail-Sea Traffic, and in particular the boilerplate contract, must be **made better known** as **new CIT documents**
- Use of the boilerplate contract – with reference to the GTC Rail-Sea Traffic as an opt-in on particular **pilot routes** (e.g. Baltic Sea or Black Sea)
- Evaluation of the new documents after the pilot transport runs are complete
- Examination of the legal aspects of the interaction between carriage by inland waterway and carriage by rail, (both goods and passenger).



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CIT/IRU Guideline comparing the legal regimes CMR - COTIF/CIM - SMGS



Content:

- An introduction
- A synthesis of the key principles
- A map with the scope of application of all three Conventions
- A matrix in which the most important topics are examined in detail

→ Published in a brochure in 2017

→ Published together with IRU (International Road Union)



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Comparative matrix CMR/ CIM/ SMGS – new document



Comparative Matrix CMR Convention, COTIF/CIM, SMGS Convention, Documents IRU, CIT and OSJD

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF/CIM-UR	DOCUMENTS CIT	SMGS	COMMENTS	
Date	19 May 1966		9 May 1980 - 1 June 1989 (Protocol)		1 July 2015		
Mode	Road	Road	Rail	Rail	Rail		
Scope of application	<p>Art. 1.1 This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery are situated in two different countries, or when the place of taking over of the goods and the place designated for delivery are situated in the same country, but the carriage is intended for international transport.</p> <p>Art. 1.2 This Convention shall not apply to the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery are situated in the same country, but the carriage is intended for domestic transport.</p> <p>Art. 1.3 This Convention shall not apply to the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery are situated in the same country, but the carriage is intended for domestic transport, and the carriage is intended for domestic transport.</p>		<p>Art. 1.1 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 States, or when the place of taking over of the goods and the place designated for delivery are situated in the same State, but the carriage is intended for international transport.</p> <p>Art. 1.2 These Uniform Rules shall not apply to contracts 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 the same State, but the carriage is intended for domestic transport.</p> <p>Art. 1.3 These Uniform Rules shall not apply to contracts 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 the same State, but the carriage is intended for domestic transport, and the carriage is intended for domestic transport.</p>		<p>Art. 1.1 This Agreement shall apply to every contract for the 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 States, or when the place of taking over of the goods and the place designated for delivery are situated in the same State, but the carriage is intended for international transport.</p> <p>Art. 1.2 This Agreement shall not apply to contracts 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 the same State, but the carriage is intended for domestic transport.</p> <p>Art. 1.3 This Agreement shall not apply to contracts 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 the same State, but the carriage is intended for domestic transport, and the carriage is intended for domestic transport.</p>	<p>Art. 1.1 This Agreement shall apply to every contract for the 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 States, or when the place of taking over of the goods and the place designated for delivery are situated in the same State, but the carriage is intended for international transport.</p> <p>Art. 1.2 This Agreement shall not apply to contracts 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 the same State, but the carriage is intended for domestic transport.</p> <p>Art. 1.3 This Agreement shall not apply to contracts 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 the same State, but the carriage is intended for domestic transport, and the carriage is intended for domestic transport.</p>	



Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF/CIM-UR	DOCUMENTS CIT	SMGS	COMMENTS
	and initials of necessary, precautions to be taken, if this information has not been entered in the consignment note, the burden of proving by some other means the nature of the danger rests on the carrier of the goods. 2. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 3. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 4. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 5. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 6. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 7. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 8. Goods of a dangerous nature which are in the consignment note shall not appear in the consignment note. 9. 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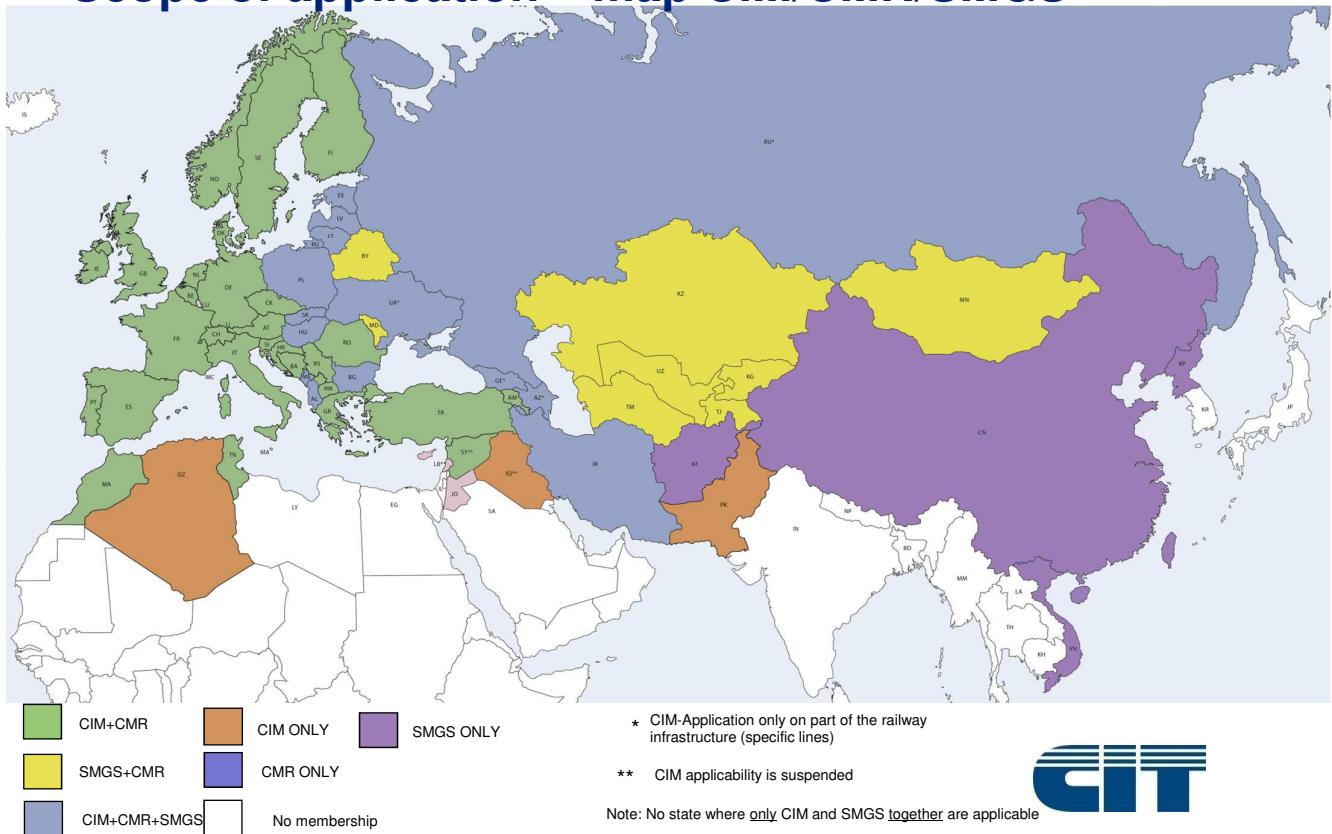


Main points

- **Comparison** between the international carriage of freight by rail (COTIF/CIM) and road (CMR)
- **Basis** for further work of harmonising road law and rail law
- **Synthesis of the key findings** (liability, the parties' responsibility, necessary documents such as the consignment note etc.)

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Scope of application – map CIM/CMR/SMGS



Situation on 1 January 2017

Next steps for Rail – Road traffic

Drafting a Checklist for road-rail combined traffic

- Develop a Checklist for road-rail combined traffic based on practical case examples from CIT and IRU members
- Main components in the form of model clauses:
 - a) Standard provisions for truck to rail transshipment operations
 - b) Standard provisions for loading transport units onto a rolling road
 - c) Glossary including Definitions and Explanations
 - d) Practical cases
- The provisions will be examined in depth by the CIT members and discussed with the IRU



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