Expert Group Meeting on Documentation, Procedures and Information Technology for Rail-Based Intermodal Transport Services in Northeast and Central Asia

Incheon, Republic of Korea, 5 & 6 April 2017

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CIT documentation and procedures for intermodal transport services

→ 130 railway undertakings and maritime companies as full members
→ 6 associated members
→ Association under Swiss law with legal personality

Objectives:

1. Implementation of the COTIF and European law that has an impact upon transport law
2. Standardisation of the contractual relationship between carriers and between carriers and their customers for passenger and freight traffic
3. Representation of its members’ interests with the authorities and other organisations
Organisation of the CIT

The General Secretariat manages the CIT. It is composed of ten staff members and has the following tasks:

- implementing the decisions of the General Assembly and the Executive Committee;
- making the arrangements for the meetings of the Executive Committee;
- preparing the Annual Report, the Annual Accounts and Budget for presentation to the Executive Committee;
- convening and taking part in meetings of committees and working groups.
Intergovernmental and railway organisations

- Technical and operational standardisation
- Transport law
- Railway and maritime undertakings
- Infrastructure
- Transport Law
- States
- Politiques
- OSJD
- SMPS
- SMGS
OTIF and COTIF

**COTIF** = Convention concerning International Carriage by Rail
- **Aim** = to establish uniform rules for international carriage by rail
- **Entry into force**: 1 July 2006
- **Multiple revisions** since the 19th century!

**OTIF** = Intergovernmental Organisation for international carriage by rail
- **50 Member States** (including the EU since 2011)
- **Recent new members** = Russia, Armenia, Georgie, Pakistan, Azerbaijan → extension to the East
- **Headquarters** in Bern (Switzerland)
COTIF main agreement and the Uniform Rules CIV/CIM/CUV/CUI

Vilnius Protocol 1999

COTIF
Convention concerning International Carriage by Rail

Protocol on privileges et immunities of OTIF

Appendix A
CIV

Appendix B
CIM

Appendix C
RID

Appendix D
CUV

Appendix E
CUI

Appendix F
APTU

Appendix G
ATMF
## CIT Products for implementation of the Uniform Rules

<table>
<thead>
<tr>
<th>Passenger traffic (CIV)</th>
<th>Freight traffic (CIM)</th>
<th>Use of wagons (CUV)</th>
<th>Use of Infrastructure (CUI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (Passenger Charter) (jointly with UIC and CER)</td>
<td>1. (Freight Charter) (jointly with UIC and CER)</td>
<td>Mainly by the UIC: GCU (jointly with UIP and ERFA)</td>
<td>E-GTC-I (jointly with RNE)</td>
</tr>
<tr>
<td>2. GCC-CIV/PRR</td>
<td>2. GTC-CIM</td>
<td>CIT: GLW-CUV GTW-CIT</td>
<td></td>
</tr>
<tr>
<td>3. MCOOP (GTCs for Cooperation)</td>
<td>3. GTC EurAsia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. MIRT (GTT-CIV + GTV-CIT)</td>
<td>4. GTC Rail-Sea</td>
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<td></td>
</tr>
<tr>
<td>5. AIV</td>
<td>5. GTCs for Cooperation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. East-West Tariff (UIC Product for trough ticketing)</td>
<td>6. GLV-CIM (+GLV-TC)</td>
<td></td>
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<td></td>
<td>7. GLV-CIM/SMGS</td>
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<td></td>
<td>8. GR CIM/SMGS</td>
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<tr>
<td></td>
<td>9. Checklist Customer Agreement</td>
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<td>10. Checklist Claims Handling Agreement</td>
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<td></td>
<td>11. Sub-contract TC</td>
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<td></td>
<td>12. GTM-CIT</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>13. AIM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CIT Freight documentation for implementation of COTIF/CIM:

- **Contractual documents**
  - GTC-CIM
  - GTC EurAsia
  - Customer Agreement Checklist
  - Checklist
  - Claims Handling Agreement
  - GTC cooperation
  - Boilerplate contract for subcontracting CT
  - GTC Rail-Sea-Traffic

- **Manuals**
  - GLV-CIM
  - GLW-CUV
  - GLV CIM/SMGS
  - GR CIM/SMGS
  - GTM-CIT
  - GTW-CIT

- **Agreements**
  - AIM
Architecture of the international contract of intermodal carriage of goods

Legal architecture

COTIF 1999

UR CIM, Appendix B to COTIF

General Terms and Conditions (opting-in)

Contract of carriage

Contractual architecture

Customer Agreement

Consignment note CIM = Contract of carriage

GTC-CIM

Consignment note CIM = Contract of carriage
**Single Contract of carriage: the CIM consignment note**

- Consignment note = only a *proof* of the contract of carriage (Art. 6 § 2 CIM)
- However, consignment note is obligatory for *custom* purposes (Art. 6 § 7 CIM)
- International associations of carriers (CIT) have the task to establish *uniform* model consignment notes (Art. 6 § 8 CIM)
- Except if otherwise agreed, the completion of the consignment note shall be in the responsibility of the *consignor* (Art. 8 CIM)
- **Electronic consignment note**: *functional equivalence* with the paper one (Art. 6 § 9 CIM)
Paper consignment note CIM

Specimen in Appendix 4a, GLV-CIM
Electronic consignment note CIM and wagon note CUV

- CIT legal and functional specifications for the ECN within its groups/committees
  - New Appendix 1 GLV-CIM and GLW-CUV (functional specification)
  - Adaptation of Appendix 7a GTM-CIT and 1a GTW-CIT (legal specification)
  - Approval at the CIM Committee in March 2016
  - Aligning with the new EU Customs Code as from 1st of May 2016

  → Publication on 1st of January 2017

- Collaboration with Rail Data to finalise technical specifications for the implementation of the eRailFreight Project

- Further implementation of the EU Customs Code by 2020

- Necessity for electronic transport Document (Article 233 (4) e)
Article 6 CIM – Contract of carriage = a *consensual* contract of carriage

§ 9
The consignment note and its duplicate may be established in the form of **electronic data registration** which can be transformed into legible 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.
## Functional equivalence between the paper form of the consignment note and its electronic data version

<table>
<thead>
<tr>
<th>Paper form of the consignment note</th>
<th>Electronic data version</th>
<th>Complexity</th>
</tr>
</thead>
</table>
| Acceptance of the consignment note (with boxes 1 to 30) or with order of carriage | EDI-Message  
Alternative: Web-application                                                |            |
| Signature of the consignor                                             | Electronic signature  
*Alternative: equivalent procedure*                                                 |            |
| Signature of contractual carrier                                       | Electronic signature  
*Alternative: equivalent procedure*                                                 |            |
| Handover the duplicate of the consignment note to the consignor        | EDI-Message  
*(evtl. with electronic signature)*                                               |            |
| Handover in own hands between carriers (at the same time as the goods) | EDI-Message  
*(evtl. with electronic signature)*  
Documentation of acceptance of the wagon and the consignment note             |            |
|                                                                        | Procédure via a central system (ORFEUS-Scenario) / supplier : evtl. electronic signature électronique via the central system or via supplier |            |
| Additions and changes in the consignment note are visible              | Electronic management of the different versions (incl. archiving)  
evtl. Up-dating of the consignment note via EDI-Message |            |

1) In the colored boxes, the cause of the possible increase in the degree of complexity is given as keyword.
## Functional equivalence between the paper form of the consignment note and its electronic data version

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<th>Paper form of the consignment note</th>
<th>Electronic data version</th>
<th>Complexity¹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consignment note is delivered to the consignee</td>
<td>&gt; EDI-Message (evtl. with electronic signature)</td>
<td>Electronic Signature</td>
</tr>
<tr>
<td>Presentation to the custom authorities (in some cases)</td>
<td>&gt; EDI-Message scenario evtl. interface with Customs systems evtl. with electronic signature</td>
<td>Electronic Signature</td>
</tr>
<tr>
<td>Presentation to other supervisory authorities (f. ex. supervisory of dangerous goods)</td>
<td>&gt; EDI-Message Access to data via Web application, etc.</td>
<td>Printouts</td>
</tr>
<tr>
<td>«Paper processing» is possible for all concerned parties and authorities</td>
<td>&gt; Alternative is needed for non EDI-system participating parties f. ex. printouts, mixed system</td>
<td>Printouts</td>
</tr>
<tr>
<td>Archiving of the consignment note by the carrier</td>
<td>&gt; Electronic archiving</td>
<td></td>
</tr>
<tr>
<td>Presentation of the duplicate of the consignment note in case of modification of the contract of carriage</td>
<td>&gt; No defined solution for now…</td>
<td>?</td>
</tr>
</tbody>
</table>

¹) In the colored boxes, the cause of the possible increase in the degree of complexity is given as keyword.

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Transmission of the electronic messages: Structure

CIT
Electronic formal report (CIT20)

Current situation

- As part of the revisions, amending CIM Article 42 § 2 for the electronic formal report has been discussed.

Further procedure

- The feasibility of implementing an electronic formal report is being discussed in the CIM working group of CIT.
- **Functional** specifications for the electronic CIT20 (e.g. GTM-CIT new Appendix 20b).
- Feedback from CIM working group members.
- Solutions for the circulation of CIT20 by email/Fax to participating carriers.
- Accompanying documents in electronic consignment note message, as well as storing CIT20 on a server (e.g. RailData’s ORFEUS).
COTIF solution for multimodal Rail-Sea traffic

- The COTIF UR CIM and CIV apply on multimodal rail sea traffic if the requirements in Article 1 § 4 CIM or Article 1 § 3 CIV are fulfilled:
  - Rail + COTIF/CIM and CIV Agreement (the carriage by sea or inland waterways is only in addition to the carriage by rail)
  - The services are included in the CIM or CIV list of maritime and inland waterway service (Art. 24 COTIF)

- Procedure of COTIF Article 24 § 3:
  - Two Member states notify the maritime lines and the shipping company
  - OTIF lists of CIM and CIV maritime lines
CIT GTC Rail-Sea traffic – a new CIT document

- **Validity**: introduced on 1 January 2015 (opting-in)

- **Model** of successive carriers: maritime carriers can appear as successive carriers within multimodal carriage

- **Application** of the CIM consignment note for multimodal carriage

- **Structure**:
  
  I. General conditions of carriage for multimodal rail-sea traffic
  
  II. Appendix 1: CIM list of maritime and inland waterway services
  
  III. Appendix 2: Provisions for carriage of dangerous goods

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Cooperation between various types of transport carriers is indispensable for common success
CIT Boilerplate contract for Rail-Sea traffic - a new CIT document

- **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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**Definitions**:

- **CIM**: Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM – Appendix 5 to COTIF)
- **GTC Rail-Sea traffic**: General Terms and Conditions Applying to Joint-Contracting for Rail-Sea Freight Traffic

**1 Objective of the contract**

Each carrier is to perform the tasks entrusted to him in accordance with the details shown on the consignment note which is handed over. These tasks are described in Appendix 1. The carrier may also be a shipping undertaking operating as a service listed in the ‘CIM list of maritime and inland waterway services’ specified in Article 24 COTIF.

This contract is subject to the CIM Uniform Rules to the extent that no mandatory national law overrides them (for example, customs law, law protecting the health of animals). The CIT General Terms and Conditions applying to the Contract of International Carriage of Goods by Rail and Sea (GTC Rail-Sea Traffic) form an integral part of this contract (Appendix 2).

This contract satisfies the conditions of point 3 of the GTC Rail-Sea Traffic in the event of a conflict between a provision of the GTC Rail-Sea Traffic and a particular contractual provision, the latter is to prevail.

**2 Obligations of carriers of rail-sea traffic**

a) The contractual carrier’s obligations

The contractual carrier is to hand over the goods to be carried and, if appropriate, the wagon on which the goods are loaded, to the successive carrier at a defined handover point in accordance with the arrangements agreed.

b) Successive carriers’ obligations

Successive carriers undertake to carry out services in accordance with this contract for the consignments defined in Appendix 1. Shipping undertakings are to be responsible for complying with provisions in the technical and operational rules which are specific to carriage by sea (stowage plan and loading regulations in particular).
Next steps in 2017 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.

- Need to reflect further more multimodal solutions in the CIT Products.
COTIF solution for multimodal Rail – Road traffic

- So called “Rail + Approach”
- Applies to multimodal transportation by rail and road

CIM Art. 1 § 3 / CIV Art. 1 § 2: When international carriage being the subject of a single contract includes carriage by road or inland waterway in Internal traffic of a Member State as a supplement to transfrontier carriage by rail, these Uniform Rules shall apply.

- For the Application of COTIF/CIM on multimodal rail/road transportation it is decisive
  - ✓ whether the goods are unloaded from the vehicles or not (then CIM is applicable and not CMR)
  - ✓ whether road-transportation is only a supplement to transfrontier carriage by rail (then CIM is applicable and not CMR)
Comparative matrix CMR/ CIM/ SMGS – new document for multimodal Rail-Road traffic

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.)

<table>
<thead>
<tr>
<th>Regime</th>
<th>CMR Convention</th>
<th>DOCUMENTS IRU</th>
<th>COTIF/CIM</th>
<th>DOCUMENTS IRU</th>
<th>CIM</th>
<th>SMGS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of application</td>
<td>Art. 1.4.1</td>
<td>The Convention shall apply for the carriage of goods by rail, in respect of which a rail carriage is invited or offers services, and for the carriage of goods by road, in respect of which a road carriage is invited or offers services.</td>
<td>Art. 1.4.1</td>
<td>The Convention shall apply for every contract of carriage of goods by rail or road, including carriage performed by way of transport of goods in containers or by road on the basis of a common transport contract.</td>
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<td>Art. 1.4.1</td>
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<tr>
<td>Scope of application</td>
<td>Art. 1.5</td>
<td>This Convention shall apply only to contracts of carriage of goods by rail and road respectively, and not to contracts of carriage of goods by any other mode of transport.</td>
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</tr>
</tbody>
</table>

Comparison of the key findings:
- **Liability**: The parties’ responsibility for losses and damages
- **Necessary documents**: Consignment note, proof of insurance, etc.

[Continued on the next page]
Next steps in 2017 for Rail – Road traffic

Leaflet Rail-Road

- Aims to offer a comparison between the international carriage of freight by rail (COTIF/CIM and SMGS) and international road transportation (CMR)
- The Guideline is currently being prepared by the CIT jointly with the IRU
- Content: a synthesis of the key principles, a map with the geographical scope of the application of all three Conventions and a table in which the most important topics are examined in detail

Checklist for a framework contract for Rail-Road traffic

- Main components:
  a) Reference provisions for liability during lorry-rail transshipment
  b) Reference provisions for liability during loading of lorries onto trains
  c) Standard clauses for road-rail network liability in the case of transshipment and loading operations
Next steps

Continuation of work in 2017

- **Multimodality Committee** with the participation of shipping companies and railway undertakings as CIT members

- **CIT Circular letter** on amendments and newly registered maritime or inland waterway services on CIM and CIV lists of lines, Appendix 1 to GTC Rail-Sea

- Implementation of the GTC Rail-sea traffic through the **Boilerplate contract** for successive carriers rail - sea with a pilot

- **Comparison Leaflet** on CMR – CIM – SMGS together with the IRU

- **Legal interfaces** between CIT and IRU legal products

- **Checklist** for framework contract between rail and road carriers

- Study of multimodal legal provisions for rail and **inland waterway** carriage
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