



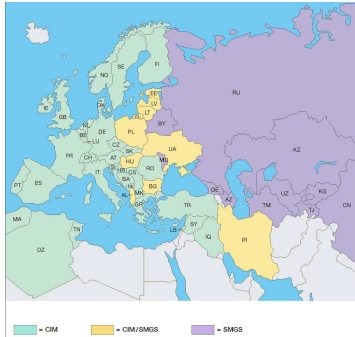
Legal interoperability CIM/SMGS: Development of a single railway transport documentation

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Scope of the CIM and SMGS

State of 1. February 2010



Legal duality

CIM (Uniform Rules concerning the Contract of International Carriage of Goods by Rail - Appendix B to COTIF)

Annex to the main convention

Consensual contract

Contractual freedom

Consignment note design within the competence of RUs

Joint and several liability

SMGS (Agreement on International Goods Transport by Rail)

Main convention

Formal contract

Obligation to set and publish tariffs and to carry

Consignment note defined in SMGS itself

Individual liability



Differences in organisations

OTIF (Intergovernmental Organisation for International Carriage by Rail)	OSJD (Organisation for Cooperation between Railways)
Bern	Warsaw
Since 1985 (Central Office 1893)	Since 1956
44 Member States	27 Member States
Only Member States with Infrastructure	States <i>and</i> railways
Majority	Unanimity
German/French/English	Russian and Chinese



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4

Competence for the consignment note

CIM
Article 6 § 8 CIM: "*The international associations of carriers (as the CIT) shall establish uniform model consignment notes in agreement with the customers' international associations and the bodies having competence for customs matters ...*"

SMGS
Article 7 SMGS: The design of the consignment note is defined in the SMGS itself (Annex 12.1 SMGS – competence of the OSJD)



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5

CIT/OSJD Project: Legal Interoperability CIM/SMGS

Phase 1:
Common CIM/SMGS consignment note

Phase 2:
Standardised claims handling mechanism

Phase 3:
Single Eurasian Rail Transport Law



26.07.2010

6

Common CIM/SMGS consignment note

- “Sum” of the CIM- and SMGS- consignment notes
- Based on the United Nations Layout Key for Trade Documents
- Recognition as:
 - Customs document
 - Letter of credit

Electronic consignment note CIM/SMGS

- Legal basis for the electronic exchange of consignment note data:
 - Article 6 § 9 CIM: based on functional equivalence
 - Article 7 § 14 SMGS: based on an agreement between the carrier and the customer
- Electronic consignment note CIM/SMGS:
 - ✓ Functional specifications
 - ✓ Legal specifications
 - ✓ Technical specifications
 - Practical Implementation – the participating railways (support Raildata / OSJD / CIT)

Further improvements: CIM/SMGS wagon and container lists

Practical use of the CIM/SMGS consignment note

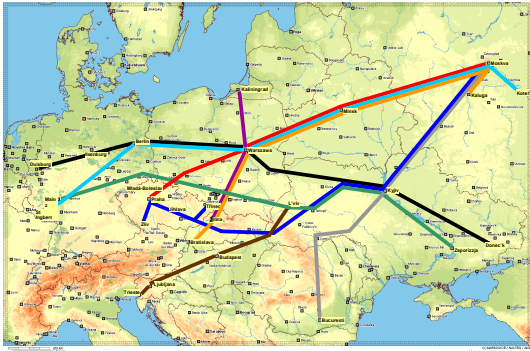
Traffic movements:

- More than 50 traffic axes in 4 TEN Corridors
- Examples:
 - Germany – Russia (via Poland and Belarus)
 - Germany – Ukraine
 - Czech Republic – Russia / Ukraine
 - Romania – Russia
- Saves time – 40 min per wagon
- Saves money – 40 € per wagon
- Improves the overall legal certainty

Further improvements:

- Using one CIM/SMGS consignment note plus a wagon list or container list
- Extending the scope of the CIM/SMGS consignment note

Use of the CIM/SMGS consignment note



Phase 2: Standardisation of the CIM/SMGS liability regimes

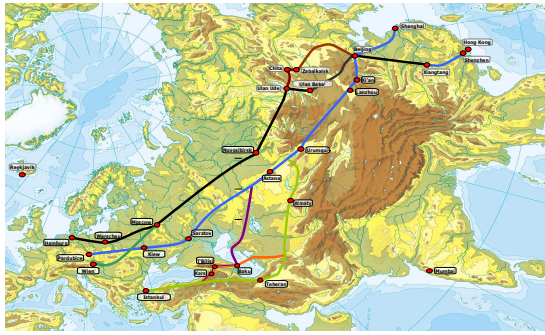
Objective:

- Harmonised provisions for the two legal relationships:
 - Customer – RU
 - RU – RU

In practice:

- ✓ Guidelines for the CIM and SMGS liability regimes
- ✓ Common CIM/SMGS formal report
- ✓ Legal presumption following reconsignment
- ✓ Common CIM/SMGS claims handling rules
- ✓ Payment of compensation rules

Global supply chains from railway perspective

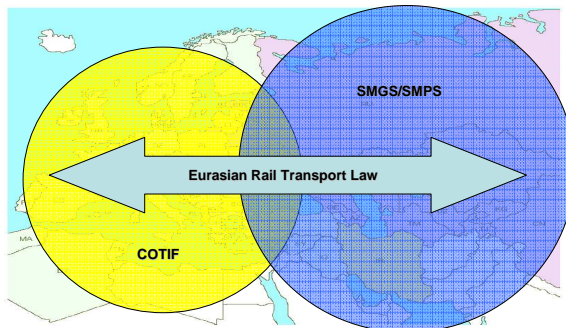


Extending the scope of the CIM/SMGS consignment note for

- On the land bridge between Europe and Asia/China
- In transit through Mongolia
- In Central Asia and Kazakhstan on the Silk Road
- On the TransSib
- On further traffic axes in the Russian Federation
- Pilot movements



Phase 3: Two legal areas one single law



The next steps in the third stage: „STC-Eurasia“

- *Special Terms and Conditions* for CIM/SMGS traffic (*STC-CIM/SMGS*)
- Inspired by CIM and SMGS principles
- The *contract of carriage* can refer to them
- On some *transcontinental axes*?
- Single paper consignment note and/or only *electronic records*?
- Carriers taking part accept *joint liability*
- Liability to the customer limited to the value of the goods
- Optional: Compensation up to the *value declared*
- *Relief* from liability in accordance with the CIM and/or SMGS
- Limits against whom can be taken action (contractual and last carrier)
- Compensation between the carriers *sharing* in proportion to tariff kilometres or carriage charges?

Uniform law for CIM/SMGS traffics

