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**HARMONIZATION OF REQUIREMENTS CONCERNING INTERNATIONAL
ROAD TRANSPORT AND FACILITATION OF ITS OPERATION**

Protocol additional to the CMR

Note by the secretariat

Delegates will find below a draft text transmitted by the representative of the IRU to the editorial committee. In its note transmitted to the secretariat, the committee states, on this subject, what follows: “As the IRU representative emphasized that *“it would be desirable that it should draw its inspiration from the Montreal Convention of 1999 on carriage by air, ratified by 66 countries of which 29 are Contracting Parties to the CMR, and containing very brief provisions in this regard”*, the text put forward by the IRU is also attached.”

The elements which are underlined are taken from TRANS/SC.1/2005/1.

**ADDITIONAL PROTOCOL TO THE CONVENTION ON THE CONTRACT
FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD (CMR)
CONCERNING THE CMR CONSIGNMENT NOTE**

THE PARTIES TO THIS PROTOCOL,

BEING PARTIES to the Convention on the Contract for the International Carriage of Goods by Road (CMR), done at Geneva on 19 May 1956,

DESIROUS OF supplementing the Convention in order to facilitate the making out of the consignment note by all possible means to this end,

HAVE AGREED as follows:

Article 1

For the purposes of this Protocol,

“Convention” shall mean the Convention on the Contract for the International Carriage of Goods by Road (CMR), done at Geneva on 19 May 1956;

“CMR consignment note” shall refer to consignment notes, the content of which is set by the Convention.

Article 2

1. To confirm the contract for the carriage of goods by road, to which the Convention applies, a CMR consignment note shall be issued as per articles 4, 5 and 6 of the Convention.

2. Any other means confirming the contract of carriage and information relating to its performance may be substituted for the issue of a paper-based CMR consignment note. If such other means are used, the carrier shall, if so requested by the sender, deliver to the sender a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.¹

¹ This provision was drawn up based on Article 4 of the Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal on 28 May 1999 and accepted by the following 29 (out of 47) Contracting Parties to the CMR Convention: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Mongolia, Netherlands, Norway, Poland, Portugal, Spain, Slovakia, Slovenia, Sweden, Switzerland, United Kingdom and Turkey.

[3. A CMR consignment note, substituting for the issue of a paper-based CMR consignment note, shall be considered to be equivalent to the latter, and shall therefore have the same evidential value and exercise the same effects as the latter, provided that any requirement or function set by the Convention is achieved, even if the procedures used² to meet such requirement or function are different from those foreseen by the Convention for paper-based consignment notes.]³

Article 3

The documents referred to in Article 6, § 2, letter g and Article 11 of the Convention shall be provided by the sender to the carrier in the form in which they were originally conceived.⁴

It should also be noted that the provisions of the Montreal Convention on consignment notes are very similar to the related provisions of the CMR.

² The CMR Convention refers to manual procedures such as: "the carrier hands to", "the carrier retains", "the consignment note accompanies", the documents are "deposited with the carrier", etc. Similar terms are used in the Montreal Convention. Even though electronic documents cannot be "handed", but rather transmitted, cannot be "retained", but recorded, cannot be "deposited" with a carrier, but transmitted to the latter, the States participating in the drafting of the Montreal Convention did not deem it necessary to adjust the wording so as to reconcile it with both procedures referring to paper-based documents and those specific to electronic messaging.

³ This provision does not seem indispensable, which is why it is placed in brackets. The Montreal Convention, whose provisions on consignment notes are very close to the relevant provisions of the CMR Convention, does not include such a clause. The IRU has placed it here to ease the concerns which some countries expressed at SC1 meetings.

⁴ In practice, the sender of the goods transmits to the carrier:

- documents drawn up by himself,
- official documents (sanitary certificate, consular invoice, certificate of origin to be confirmed by a consul of the importing country or certificate of origin drawn up by a chamber of commerce, certificate of inspection prior to carriage, quality certificate, etc.),
- private documents drawn up by third parties (e.g. manufacturer's instructions for dangerous or perishable goods).

Whereas documents drawn up by the sender or manufacturer's instructions may be originally designed on an electronic medium, official documents, mainly issued by public authorities, must be handed by the sender to the carrier in the form in which they were established. If they were established on an electronic medium, they must be handed in an electronic version. If they were drawn up on paper, including original signatures and stamps (which is still the most common practice), the sender must transmit them as is (the sender may not, for example, scan the documents and send them to the carrier electronically, for such documents would not be accepted in the importing country). Article 3 takes into account the various possible situations.

In addition, one should remember that the scope of the CMR Convention is restricted to the contract of carriage and that, consequently, this Convention may not interfere with such practices as may be governed by other legal instruments, and in particular, as may come under national administrative law.

Carriers may refuse a document whose reading or integrity cannot be guaranteed by the means available on board their vehicle.⁵

FINAL PROVISIONS

[...]

⁵ As a precaution, the last sentence in article 3 covers any software incompatibility or transmission errors. In practice, the loader (not necessarily the sender) or a third party providing an official or private document may have computer equipment whose software is incompatible with the carrier's.