

Distr.: Restricted
22 December 2020

Original: English/Russian

Economic Commission for Europe

Inland Transport Committee

Working Party on Rail Transport

Group of Experts towards Unified Railway Law

Twenty-third session

Geneva, 13–15 January 2021

Item 2(a) of the provisional agenda

Execution of the Mandate of the Group of Experts

**Task (c) of the Terms of Reference: Draft a document
(or systems of documents) on Unified Railway Law which
could be adopted as a legally binding instrument**

Compilation of written inputs from experts

Note of the secretariat

I. Background

1. At its twenty-second session, the Group of Experts towards Unified Railway Law (Group of Experts) had deliberated on the changes proposed by the Russian Federation in ECE/TRANS/SC.2/GEURL/2020/5 to the draft Unified Railway Law (URL) provisions. The Group of Experts had formulated a number of questions and agreed that experts should provide written inputs on these questions before the twenty-third session. These written inputs had been requested to aid discussion at the twenty-third session to agree changes for inclusion in the URL provisions.

2. This document compiles inputs received from experts on the questions. Experts from Germany, Russian Federation, Switzerland, European Commission, Deutsche Bahn AG, PKP CARGO S.A., CIT and International Federation of Freight Forwarders Associations (FIATA) sent their inputs.

II. Inputs received

A. Interpretation of Article 1 as proposed by the Russian Federation

A.1. Applicability of CIM and SMGS without infringing the suggested URL Article

3. The inputs provide no clear answer as to whether CIM and SMGS could be applicable in their jurisdiction without infringing the suggested URL provision.

4. Key points in the inputs are:
 - The text of the Article is ambiguous; CIM and SMGS can be understood as international agreements referred to by drafters;
 - From purely the wording proposed, it would seem possible to apply CIM and possibly SMGS (if it can be qualified as an international agreement), however such interpretation would be against the intention of the drafters of the provision;
 - International agreements refer, according to the drafters, to bilateral and multilateral agreements excluding CIM or SMGS;
 - The change to Article 1, as proposed by the Russian Federation, changes the approach agreed to developing URL, mainly regarding the principle of optionality.
5. Inputs from experts are provided in the annex - inputs for Question 1.

A.2. Applicability of CIM and SMGS in indirect international traffic on corridors from Europe to Asia

6. The inputs provide no clear answer. Further clarification would be necessary.
7. Key points in the inputs are:
 - The proposed text would need to be clarified on what is the meaning of “direct” in the provision to understand its implications.
 - The text before the change was unambiguous and clear.
8. Inputs from experts are provided the annex - inputs for Question 2.

A.3. Entity to choose the legal basis

9. The inputs provide no clear answer. Further clarification would be necessary.
10. Key point in the inputs is:
 - The proposed text appears not to be consistent with other provisions, and so it introduces ambiguity as to its understanding.
11. Inputs from experts are provided in the annex - inputs for Question 3.

A.4. Means of conclusion of URL

12. Input was sought from the Russian Federation on this point. The answer suggests that the URL contract of carriage (given further alterations are made to some of the provisions) can be concluded in a convention, which either contains the URL contract of carriage provisions along with provisions for other areas key to rail transport in one convention, or in a separate convention which belongs to a system of URL Convention. For the latter option, the view of the Russian Federation is that all conventions should be adopted simultaneously.
11. Input from the Russian Federation is provided in the annex - input for Question 4.

B Rules on the carriage of goods

13. The inputs with exception of the Russian Federation suggest that Article 4 which refers to the application of relevant public laws is sufficient and that there is no need to add additional provisions to that end. PKP CARGO S.A. suggests that any opinion on any specific rule on carriage can only be given if such has been formulated by its proponents and presented for discussion. Germany and European Commission suggest that detailed standard solutions should be rather placed in accompanying manual(s) than in the URL provisions. The input from the Russian Federation appears to suggest issues not yet addressed in URL.
14. Inputs from experts are provided in the annex - inputs for Question 5.

C Mode of carriage of goods

15. The majority of inputs suggest that there is no need to include rules on the carriage of goods pertaining to gauge breaks. Some inputs suggest that this should be an internal matter for carriers. Others suggest that if provisions on such rules are to be added, they should focus on the responsibilities of parties to the contract in this regard. Clarification of responsibilities may be useful.

16. Inputs from experts are provided in the annex - inputs for Question 6.

D Understanding of the term “person entitled”

17. All inputs confirm that “person entitled” means “consignor” or “consignee”, as appropriate, in the existing provisions and that this term cannot be associated with negotiability.

18. Inputs from experts are provided in the annex - inputs for Question 7.

E. Pre-contractual agreement for carriage

E.1. The purpose of the Article

19. Input was sought from the Russian Federation on this point. The answer refers to the situation when consignor and carrier need to check upon various arrangements (activities before the conclusion of the contract) important for the contract before its conclusion.

20. Input from the Russian Federation is provided in the annex - input for Question 8.

E.2. The article’s implications for market liberalization

21. The inputs show differences of opinion. Some seek further clarification. The input from PKP CARGO S.A. clarifies that the proposed article refers mainly to activities before the conclusion of the contract of carriage, which are also exercised in CIM traffic. In this way, the article should have no implications for market liberalization.

22. Inputs from experts are provided in the annex - inputs for Question 9.

F. Further points related to changes in provisions

F.1. Template for the consignment note

23. Most inputs suggest that specification of the content of the consignment note (CN) (Article 6, paragraph 1) is sufficient and there is no need for inclusion of a CN template in URL. PKP CARGO S.A. suggests that URL should indicate (like it is the case for CIM) who is responsible for providing/elaborating and publishing the template. The Russian Federation suggests discussing paragraph 2 of Article 5 which states that international associations in the railway sector may together establish a CN standard model. The Russian Federation points to the difference in approaches between CIM and SMGS countries in this regard.

24. Inputs from experts are provided in the annex - inputs for Question 10.

F.2. Additional provisions regarding responsibility of the consignor

25. Most inputs suggest that the proposed additional provisions do not add value. It is believed that the already elaborated provisions address the liabilities of the consignor for damage caused to the carrier in a sufficient manner also if such are caused by entry of inadequate/incorrect data in the consignment note. PKP CARGO S.A. and Deutsche Bahn AG suggest that inclusion of such provisions would be against market principles.

26. Inputs from experts are provided in the annex - inputs for Question 11.

F.3. Specific delivery periods in Article 13

27. Most inputs suggest Article 13 is sufficient. At the same time attention is drawn in some inputs to the case when no time of delivery has been agreed. It is suggested that either guidance be developed on average delivery periods (Germany), or rules for calculating the maximum delivery time be defined in URL (PKP CARGO S.A.).

28. Inputs from experts are provided in the annex - inputs for Question 12.

F.4. Extension of delivery due to transshipment

29. Most inputs suggest that such inclusion is not necessary, as carriers know whether or not transshipment is needed and how much time to calculate for it. PKP CARGO S.A. suggests that if rules for calculating maximum delivery time are defined – see para 27 above, then for carriage with transshipment, rules for calculating transshipment time should be included. The Russian Federation believes that the carrier cannot be responsible for time loss due to transshipment activities which are beyond the carrier's control.

30. Inputs from experts are provided in the annex - inputs for Question 13.

F.5. Periods of limitation for recourse

31. While some inputs suggest that periods of limitation for recourse should be left to national law, others think that periods of limitation for potential recourse would be desirable, in the interests of certainty and clarity. The Russian Federation points to paragraph 3 of Article 28 which defines such a limitation period.

32. Inputs from experts are provided in the annex - inputs for Question 14.

F.6. Additional provisions to the article on the right of recourse

33. While some inputs suggest no need for the inclusion of the additional provision, other say it is justified, yet may create problems of interpretation. Also, the inclusion of provisions that allow for greater clarity regarding obligation and timelines is supported in some inputs.

34. Inputs from experts are provided in the annex - inputs for Question 15.

F.7. Formal report

35. Inputs vary on whether or not the formal report provisions should be added. PKP CARGO S.A. while being in favour of adding such provisions, raises doubts with regard to the proposed circumstances when such a report should be drawn up.

36. Inputs from experts are provided in the annex - inputs for Question 16.

F.8. Changes to Article on right of disposal of the goods

37. The majority of the inputs suggest the Article 15 should not be changed. The input from the Russian Federation indicates issues which are unclear or undesirable to Russian Federation in the existing Article 15.

38. Inputs from experts are provided in the annex - inputs for Question 17.

G. Responses to questions in ECE/TRANS/SC.2/GEURL/2020/6

G.1. Operational practices for cargo carriage across gauge breaks

39. Inputs mention the operational practices. Some inputs suggest that transshipment of containers is and will be the predominant operational practice.

40. When discussing other relevant issues related to international rail freight transport (task (d) of the Terms of Reference), the Group of Experts may relate the needs for legislative unification to the current and future predominant operational practices and on this basis agree on issues for which specific legal provisions/conventions constituting the systems of URL conventions may need to be developed.

41. Inputs from experts are provided in the annex - inputs for Question 18.

G.2. Operational practices – moving entire trains across gauge breaks

42. A few inputs provided refer to answers to question 18. It appears that no major change is to be expected with regard to the existing operational practices for gauge breaks.

43. Inputs from experts are provided in the annex - inputs for Question 19.

G.3. Purpose for common law on the use of infrastructure

44. A few inputs provided suggest that there is no immediate need to harmonize the rules on the use of infrastructure. It is further considered in some inputs (PKP CARGO S.A.) that it will be unlikely that entire trains will cross the gauge breaks even in a distant future while the contrary could justify elaboration of a unified law on the use of infrastructure. Another case justifying unification of law on the use of infrastructure would be a launch of so-called 'independent transport using own traction' i.e. the willingness to enable carriers to obtain licenses for carriage of goods on the networks of foreign railways authorities in the Euro-Asian traffic.

45. Inputs from experts are provided in the annex - inputs for Question 20.

G.4. More significant role of the AGTC Agreement

46. A few inputs provided refer to AGTC Agreement as a recommended plan.

47. Inputs from experts are provided in the annex - inputs for Question 21.

G.5. Digitalization of documents in cargo carriage

48. Some inputs suggest that the URL draft provisions cover already to a necessary degree the digitalization aspect for the URL consignment note. Others stress the importance of digitalization of carriage documents, which could potentially be discussed in the future. Negotiability aspect is also mentioned and the enabling of digital negotiable transport documents.

49. Inputs from experts are provided in the annex - inputs for Question 22.

G.6. Chair's questions on rail infrastructure

50. Limited input was provided on these questions. It can be seen in the annex - inputs for Questions 23 to 27.

Annex

Inputs for Question 1

<p>Germany</p>	<p>Based purely on the proposed wording, in particular that of Article 1 § 3, it would seem possible to continue to apply CIM as it is part of the international agreement COTIF. For SMGS this would depend on whether it can be qualified as an international agreement.</p> <p>However, the interpretation must also take into account other circumstances such as the intention of the drafters. In that regard, we need to note that the Russian delegation explained that the new clause is supposed to make URL the only system of railway law replacing the existing legal regimes CIM and SMGS (cf. report of the 22nd session, section III.7(a)(ii)).</p> <p>Thirdly, unlike Article 1 § 1 no. 3 of the current draft of the URL (doc ECE/TRANS/SC.2/GEURL/2021/3), the new proposal and in particular Article 1 § 3 does not contain an explicit reference to CIM and SMGS anymore. This seems to confirm the intention of the drafters of the new proposal as described above and their explanation at the 22nd session that Article 1 § 3 is to address only specific bilateral or multilateral agreements with limited relevance (e.g. the bilateral agreement between Russia and Finland).</p> <p>So, overall, it is not possible to give a clear answer in one or the other direction. Clarifications would be necessary for legal certainty.</p> <p>However, if the clause were to be clarified in the sense that CIM and SMGS would not be applicable anymore this would mean a fundamental shift of the meaning of the URL and the concept we have pursued so far: URL would become the primary set of rules while CIM and SMGS would become a subsidiary legal regime. This is contrary to the “interface law” approach we have been following until now. So far our aim has been to fill a gap where none of the two regimes CIM and SMGS applies.</p> <p>Such a change would not be acceptable for us. In our view, the URL contract of carriage convention should co-exist (and not compete with) the CIM and SMGS rules.</p>
<p>Russian Federation</p>	<p>Представленная редакция статьи 1 проекта ЕЖП отражает позицию российской стороны о том, что единое железнодорожное право – это единственная система права, которая должна заменить существующие правовые режимы (ЦИМ и СМГС). В ходе сессии Группы экспертов 28-30 сентября 2020 г. российская сторона пояснила, что положения параграфа 3 статьи 1 ЕЖП относятся к заключенным двусторонним и многосторонним соглашениям (на примере двустороннего соглашения между Россией и Финляндией), но не к ЦИМ и СМГС.</p> <p>Informal translation:</p> <p>The proposed changes to the Article 1 of draft URL reflects the position of the Russian Federation for the URL to become the only system of law which is to replace the existing legal regimes (CIM and SMGS). During the session of the Group of Experts on September 28-30, 2020, the Russian Federation clarified that the provisions of paragraph 3 of Article 1 of the URL refer to the concluded bilateral and multilateral agreements (for example, the bilateral agreement between Russian Federation and Finland), but not to the CIM and SMGS.</p>

Switzerland	<p>As § 3 is formulated by the Russian Federation, CIM and SMGS can be understood as one of these "other international agreements". We do not understand this § 3 as explained by the RF as as "specific bilateral or multilateral agreement".</p> <p>Switzerland prefers keeping the original text of Article 1.</p>
European Commission	<p>It should be noted that, in its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.</p> <p>In the Russian proposal to change Article 1, there is no more reference to the existing legal regimes for the contract of carriage (COTIF-CIM/SMGS).</p> <p>Point 4 of the Russian proposal includes a comment by Russian Railways stating that: “the language of the article has been brought into conformity with the position of the Russian Federation, namely that unified railway law is the only system of law that should replace the existing legal regime (CIM and SMGS)”. In the report of the 22nd GEURL session (III.7(a)(ii)), Russia confirmed that the proposed change is intended make URL the only system of railway law replacing the existing legal regime (CIM and SMGS).</p> <p>As regards new proposed Article 1(3), Russia explained (as also stated in the report of the 22nd session) that the exceptions identified in this paragraph would refer to specific bilateral or multilateral agreements (e.g. the bilateral agreement between Russia and Finland), and do not concern international agreements such as CIM and SMGS; therefore, the new proposed Article 1(3) cannot be understood as an opt-out mechanism to the single mandatory URL replacing COTIF/CIM and SMGS.</p> <p>This is contrary to the pragmatic approach supported by the Group of experts so far, and embedded in the original text of the draft URL legal provisions: voluntary and to only fill the gap where neither COTIF/CIM nor SMGS can solely apply for the entire journey of trans-continental rail freight services (interface law facilitating the rail traffic between Europe and Asia).</p> <p>It should be noted that the voluntary and interface law principles are embedded in the original Article 1 of the draft substantive URL legal provisions established by the Group in previous mandates (ECE/TRANS/2016/15), and explicitly mentioned in paragraph 1 of the terms of reference of the current mandate (ECE/TRANS/2018/13/Rev.1) QUOTE In line with (...) the draft legal provisions towards Unified Railway Law prepared by the Group of Experts, the Group during this phase will focus its work on the following issues: UNQUOTE.</p>
Deutsche Bahn AG	<p>It is important to note, that ECE/TRANS/SC.2/GEURL/2020/5 contains a proposal of the Russian Federation. It should therefore be the Russian Federation to answer the questions regarding the interpretation of its own proposal (ECE/TRANS/SC.2/GEURL/2020/2, III. 7 (ii) bullet 4).</p> <p>During the twenty second session the Russian Federation informed the Group of Experts that its proposal should replace the existing legal regime (CIM and SMGS).</p> <p>It was not intended that the URL would replace CIM and SMGS! The purpose of the URL is to fill a gap when neither CIM nor SMGS apply.</p> <p>In its Position Paper of 21 December 2010 (ECE/TRANS/2011/3) the Working Party on Rail Transport referred to existing international arrangements (soft law arrangements) that could serve as an example on</p>

	<p>how to harmonize international railway law based on and within the framework of the two existing international railway regimes (COTIF/CIM and SMGS).</p> <p>These soft law arrangements provide an internationally agreed common base for the harmonization and gradual standardization of national or regional legislation governing transport without creating a new layer of international law and without interfering with existing mandatory regulations at national or regional level.</p> <p>In the Joint Declaration signed on 26 February 2013 by the Ministers of Transport of Governments interested in Euro-Asian rail transport it was agreed and expressed that the work (i.e. unification of international railway law) should be in line with the principles of optionality, (...), of being in line with the relevant provisions of the COTIF/CIM Convention and the SMGS Agreement (...).</p> <p>According to the pure wording of the proposed Art. 1 § 3 of the Russian Federation, CIM as part of the international agreement COTIF would still be applicable, but the Russian Federation clarified during the twenty second session that the term “other international agreements” in Art. 1 § 3 refers to specific bilateral or multilateral agreements, not to international agreements such as CIM and SMGS (ECE/TRANS/SC.2/GEURL/2020/2, III. 7 (ii) bullet 3).</p> <p>Therefore, the proposal of the Russian Federation is not in line with the approach of the URL until now as described in the aforementioned Position Paper and the Joint Declaration.</p>
<p>PKP CARGO SA</p>	<p>The entry into force of the URL provisions as proposed by Russian Federation should not affect the application of the provisions of the CIM and the SMGS.</p> <p>Pursuant to Article 1§3 of the URL, if the Contracting Parties are at the same time parties to other international agreements that establish legal provisions for contracts of carriage of goods by rail, the carriage between the railway stations of these Contracting Parties may be carried out under the terms of those agreements. In practice, the provisions of both international agreements / conventions (CIM and SMGS) can be applied in parallel, as long as they do not contain contradictory provisions regulating the same issues.</p> <p>General note:</p> <p>The draft of the provisions is not explicit, especially § 2, that international carriage of goods [all?] is to take place on the basis of these provisions.</p> <p>In addition, it is not clear what the Agreement is (“the Contracting Parties to this Agreement”), as §1 refers to the legal regulations (“This legal regime”).</p> <p>If the intention of the Russian Federation is to create and apply the uniform railway law, the CIM and SMGS will not be applicable. The most preferred solution would be to introduce uniform regulations, eventually replacing the CIM and SMGS provisions.</p> <p>If the proposed regulations were to be used only in Europe-Asia traffic, eventually replacing the CIM and SMGS provisions, including the CIM/SMGS consignment note, we do not see the need to create another law.</p> <p>The Group of Experts should clearly state what the purpose of the introduction of the new law is and only then prepare draft provisions. It should be emphasized that the proposed URL provisions are characterized</p>

	<p>by a high degree of generality, e.g. as compared to the existing CIM and SMGS provisions.</p> <p>Moreover, the proposed regulations are not in line with the reality, e.g. they do not take into consideration subcontracting.</p>
CIT	<p>According to the proposed wording of the Russian proposal of Art. 1 § 3 CIM and SMGS could remain applicable to the contract of carriage with regard to transports restricted to their relevant regions; but this view contradicts with what was said by the Russian Delegation during the last meeting. This point must be clarified.</p>
FIATA	<p>Further clarification is sought, noting the ambiguities in the discussions at the previous session.</p>

Inputs for Question 2

Germany	<p>The answer depends on what the proposal means by “direct” traffic. Currently, the proposal uses the term “direct” not only in connection with rail but also with multimodal traffic. In the latter case re-consignment happens frequently. So the term “direct” is likely to cover also transports involving re-consignment.</p> <p>According to the current text of the draft legal provisions established by the group of experts (ECE/TRANS/SC.2/GEURL/2021/3), the operators of long-distance Euro-Asia rail freight services (e.g. block trains) can decide, on a voluntary basis, to establish a single contract of carriage of goods under the URL legal regime, as an alternative to the use of the double regime CIM/SMGS. They should continue to have that discretion.</p>
Russian Federation	<p>СМОТРИТЕ ОТВЕТ НА ВОПРОС 1. / See answer to question 1</p>
Switzerland	<p>§ 2 only mentions "direct" international rail and multimodal traffic.</p> <p>Switzerland prefers keeping the original text of Article 1.</p>
European Commission	<p>In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying explanation for the meaning of the notion of “direct traffic”.</p> <p>Given that the position of Russia is to consider that URL should replace existing international regimes (COTIF/CIM and SGMS) altogether, it is not clear how experts should be expected to reply to question n°2.</p> <p>By contrast, the original text of Article 1 of the draft legal provisions established by the group of experts (ECE/TRANS/2016/15), does not contain any ambiguity and makes it clear that the operators of long-distance euro-Asia rail freight services could decide, on a voluntary basis, either to establish a single contract of carriage of goods under the URL legal regime, or alternatively to continue using the double regime CIM/SMGS.</p>
Deutsche Bahn AG	<p>It is important to note, that ECE/TRANS/SC.2/GEURL/2020/5 contains a proposal of the Russian Federation. It should therefore be the Russian Federation to answer the questions regarding the interpretation of its own proposal (ECE/TRANS/SC.2/GEURL/2020/2, III. 7 (ii) bullet 4).</p> <p>As it is unclear what is meant by ‘direct international rail traffic and in direct international multimodal traffic’ in § 1, this question cannot be answered with ‘yes’ or ‘no’ by the other experts.</p>

	As re-consignment is common for international multimodal traffic, it is unclear whether the proposal of the Russian Federation only foresees in the situation in which no re-consignment takes place.
PKP CARGO SA	As above. The content of Article 1 §3 URL also allows CIM or SMGS provisions be applicable in international traffic with the use of re-consignment. If only the URL is to be applicable, there can be no question of applying CIM and SMGS provisions. If we had to deal with the change of the legal regime (change of the consignment note), as it is now in the case of transshipment, then there will be no question of re-consignment when using the URL (in this case it is only the change of the legal regime and not changing the destination station as a result of re-consignment without changing means of transport).
CIT	The proposed wording of Art. 1 § 1 and § 2 of the Russian proposal seems to exclude the possibility of re-consignment under two separate transport contracts CIM and SMGS. This point must be clarified.
FIATA	Further clarification is sought, noting the ambiguities in the discussions at the previous session. The proposed wording in Art. 1 § 1 appears to establish a 'single set of legal standards' and as such, the CIM and SMGS would not appear to be applicable. In addition, it is unclear as to what is meant by the reference to 'direct international rail traffic'.

Inputs for Question 3

Germany	The choice would be made by the Member States of the agreements mentioned. It would then depend on those agreements whether they allow the sender and carrier to choose the URL as the contract of carriage rules applicable to their contract.
Russian Federation	Стороны определяют применимое право путем заключения соответствующего договора перевозки (оформления накладной). Informal translation: The parties determine the applicable law by concluding an appropriate contract of carriage (conclusion of the consignment note).
Switzerland	The Article as suggested by the RF does not answer this question. The choice should be upon the individual parties. Switzerland prefers keeping the original text of Article 1.
European Commission	In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying explanation to clarify, who the "contracting parties" really are, and whether this notion also apply to the individual parties to the contract. Point 2 of the Russian proposal ('Object of the Agreement') indicates that the "contracting parties" would be "(Governments of the States)". On the other hand, point 6 of Article 2 (Definitions) of the original draft URL legal provisions states that QUOTE "Parties to the contract" means the carrier and the consignor." UNQUOTE It is clear that the carrier and the consignor cannot be assimilated to "Governments of the States"). However, the Russian Federation did not suggest amending point 6 of Article 2 of the URL provisions. It seems therefore that there exists a contradiction or an inconsistency in the Russian proposal in this regard.

	By contrast, the original text of the URL foresees clearly that the choice of the legal basis is made by the individual parties to the contract of carriage, in line with the principles of market liberalization and economic freedom.
Deutsche Bahn AG	<p>It is important to note that this question was put by the Group of Experts to be clarified by the Russian Federation (ECE/TRANS/SC.2/GEURL/2020/2, III. 7 (ii) bullet 4).</p> <p>The URL foresees that this choice is made by the individual parties to the contract of carriage. That is in line with the principle of market liberalisation, as well as with the principles of optionality as agreed in the Joint Declaration.</p> <p>But according to the proposed ‘Object of the Agreement’ by the Russian Federation and as clarified by the Russian Federation during the twenty second session “the Contracting Parties” would mean the ‘Governments of the States’.</p>
PKP CARGO SA	<p>As above</p> <p>If only unified railway law (URL) is to be applicable, there will be no choice of the legal regime.</p> <p>Everything will depend on the final proposal of the solutions adopted by the URL Parties. If the URL provisions are flexible then the Contracting Parties of carriage may decide on the choice of the legal regime. Otherwise, the use of the URL will be imposed on the Parties concerned (it will be generally applicable law).</p>
CIT	According to the RUS proposal the choice is up to the member states.
FIATA	Further clarification is sought, noting the ambiguities in the discussions at the previous session.

Input for Question 4

Russian Federation	<p>Подготовленные положения нового правового режима евро-азиатских железнодорожных грузовых перевозок (ЕЖП) необходимо рассматривать как первый шаг на пути к созданию единого железнодорожного права. Указанный проект с учетом необходимой доработки может быть оформлен в Конвенцию при условии разработки правовых положений по всем другим аспектам, связанным с функционированием железнодорожного транспорта. При этом считаем, что в случае принятия решения о разработке не единой Конвенции по единому железнодорожному праву, а системы Конвенций, такие Конвенции должны приниматься одновременно (единым «пакетом»).</p> <p>Informal translation:</p> <p>The prepared provisions of the new legal regime for the Euro-Asian Rail Freight contract of carriage (URL) should be considered as the first step towards the creation of a unified railway law. This project, taking into account the necessary revision, can be concluded as a Convention, subject to the elaboration of legal provisions in all other areas related to the functioning of railway transport. At the same time, we believe that if a decision is made to develop a system of Conventions rather than a single URL Convention, such Conventions should be adopted simultaneously (as a single “package”).</p>
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Inputs for Question 5

<p>Germany</p>	<p>The altered Article 4 makes it clear that the sender and the carrier need to comply with two sets of provisions:</p> <p>(1) their contract of carriage + URL (= private law)</p> <p>(2) public law requirements, in particular those mentioned as examples.</p> <p>The RUS proposal would add a third set of provisions, the “Rules on the Carriage of Goods”. The meaning and benefit of that third set of rules is not clear:</p> <p>- According to § 1 they contain procedure for applying the conditions of the URL and also the special conditions of carriage of specific types of goods.</p> <p>- According to § 2 they contain detailed standard solutions and procedures to ensure that the articles of the URL are interpreted and applied uniformly.</p> <p>The functions described in § 1 are addressed by provisions of public law, e.g. those listed in the altered Article 4. Those rules define e.g. the conditions for the transport of animals, explosives, food, etc. These rules often go down from primary legislation (i.e. an act of parliament) to secondary legislation (e.g. regulations of government agencies) to a third level (e.g. technical standards developed by expert groups).</p> <p>Thus these rules are already rather comprehensive. Therefore, it is unclear how additional “Rules on the Carriage of Goods” as part of the URL would contribute to the safety or facilitation of rail transport. Moreover, it is unclear what would happen if one of the public law provisions is in contradiction with a “Rule on the Carriage of Goods”.</p> <p>Problems would also occur as regards the non-rail legs to which the URL is also to apply according to the RUS proposal (Article 1 § 1: direct multimodal traffic). For those other modes there is no such thing as “Rules on the Carriage of Goods”. Thus the RUS proposal would mean to introduce those rules also for road legs, etc. This would be in contradiction to widely applied conventions such as CMR for road transport.</p> <p>Lastly, it should be noted that the altered Article 4 is already a response to demands put forward by RUS to ensure the application of public law rules regulating the conditions of transport. The altered Article was presented and approved by the group already in 2019 (cf. document ECE/TRANS/SC.2/GEURL/2019/15).</p> <p>The functions described in § 2 are helpful and important and should be addressed by explanatory reports, handbooks, etc. To achieve these goals it is not necessary either to include them in the URL itself.</p>
<p>Russian Federation</p>	<p>Статья 4 ЕЖП не содержит положения, устанавливающие условия перевозки различных типов грузов, формат накладной, процедуру регистрации коммерческих актов и т.д.</p> <p>Informal translation:</p> <p>Article 4 of the URL does not contain provisions establishing the conditions for carriage of specific types of goods, the format of the consignment note, the procedures for registering commercial acts, etc.</p>
<p>Switzerland</p>	<p>The existent applicable provisions of public law provide for clear regulations (as stated in altered Article 4). No need for another Article on Rules on the Carriage of Goods. Switzerland supports the opinion expressed by other members of the GEURL during 22nd session.</p>

European Commission	Paragraph 1 of the new article proposed by Russia seems to refer to public law regulations (“special conditions of carriage of specific types of goods”). Therefore, it adequately falls within the scope of Article 4 of the draft URL provisions, as amended (ECE/TRANS/SC.2/GEURL/2019/15). The elements described in paragraph 2 (“detailed standard solutions and procedures”) could be effectively addressed through separate accompanying manuals or explanatory reports, and do not need to be included in the URL provisions.
Deutsche Bahn AG	There is no need to add a new article as Art. 4 URL already adequately includes that carriage is also subject to the provisions of public law. The market wants flexibility; the rules proposed by the Russian Federation would come into conflict with this wish for flexibility. Further detailing of such rules would go against the principle of market liberalization.
PKP CARGO SA	The current Article 4 of the URL is based on Article 2 "Prescriptions of public law" of the CIM, which is a general article. The amended Article 4 of the URL or the proposal for a new article from the Russian Federation requires more precise regulation of carriage of goods. It should be clarified what regulation is meant in the aspect of the amended Art. 4 of the URL and the new article by the Russian Federation. It is essential that these detailed regulations are, first of all, transparent.
CIT	Art. 4 URLCoC is a sufficient legal basis for the exemption of provisions of public law. Conditions of carriage, format of the consignment note and “formal report” should be established at Sector level.
FIATA	It is considered that Article 4 provides sufficiently clear regulations in relation to the conditions of carriage, and therefore, there does not appear to be a need for a new Article to be added.

Inputs for Question 6

Germany	Handling the change of gauge in an appropriate manner is a purely internal matter of the carrier. The carrier has to take the change of gauge into account when he calculates the time for delivery and the costs. No changes to Article 6(2) are necessary. NB: “Mode” in transport legislation is normally used to specify a means of transportation, e.g. railway, road, sea-going ship, etc. RUS uses it for the different gauges. These are not “modes” in that sense.
Russian Federation	Статьи 4 и 6 ЕЖП содержат предписания, не относящиеся к условиям и способам перевозки. В этой связи российской стороной предложен проект новой статьи, содержащей предписания перевозчику осуществлять передачу вагонов на железную дорогу иной ширины колеи в зависимости от технической возможности железнодорожной станции (перевозчика) принимающей стороны. Такие положения необходимо включить в текст, поскольку международные перевозки грузов в Евразийском регионе осуществляются по железным дорогам разной ширины колеи. Поэтому следует учесть, что такие перевозки могут осуществляться с перегрузкой грузов из вагонов одной ширины колеи в вагоны другой ширины колеи или с перегрузкой вагонов на тележки другой ширины колеи, либо с использованием тележек с изменением ширины колеи.

	<p>При этом в случае такой перевозки данная информация должна быть указана в накладной. Кроме того, срок доставки груза увеличивается на время, необходимое для проведения этих операций.</p> <p>Informal translation:</p> <p>URL Articles 4 and 6 do not contain provisions related to the conditions and methods of carriage. In this regard, the Russian Federation proposed a new article containing instructions to the carrier for transfer of wagons to the railway of a different gauge depending on the technical possibilities at the gauge change station in the country of the subsequent carrier.</p> <p>Such provisions should be included in the text, since international transportation of goods in the Eurasian region is carried out by railways of different gauge. Therefore, it should be taken into account that such transportation can be carried out with reloading of goods from wagons of one gauge to wagons of a different gauge or with reloading of wagons onto bogies of a different gauge or using adjustable bogies. Moreover, in the case of such carriage, this information must be indicated in the consignment note. In addition, the delivery time of the cargo is increased by the time required to carry out these operations.</p>
Switzerland	No change is necessary as these issues are covered in the Article 4 as provide under point 3 above
European Commission	<p>This matter does not as such pertain to the contractual arrangement between the consignor and the carrier: this is an internal matter of the carrier(s) of an operational nature. There is no need to add a new article.</p> <p>Also, Article 6 of the draft URL legal provisions (Content of the consignment note) does not need to be amended because the change of gauge is an underlying technical factor that the carrier should take into account beforehand to inform the relevant parts of the consignment note (carriage charges and other costs relating to carriage which the consignor undertakes to pay; agreed time of delivery; agreed route to follow...).</p>
Deutsche Bahn AG	<p>There is no need for adding an article on the Mode on carriage or changing Art. 6 (2) URL, as it is as a matter of course that due to the different rail gauges a transshipment is necessary.</p> <p>It is an operational issue that does not belong in the URL.</p> <p>Besides that, the issue is already covered in Article 4, No. 5 URL.</p>
PKP CARGO SA	It is a transposition of the regulation of the Article 4 SMGS „Mode on carriage”. This proposal is acceptable, so that everyone involved in the carriage knows that the carriage is subject to e.g. transshipment, but the lack of such a clause is not a URL error.
CIT	The legal instrument should define rights and obligations of the parties to the contract of carriage; the proposed provision is merely descriptive and has no normative character.
FIATA	Further clarification is required as to the reasoning behind the proposed additional Article on the mode of carriage. In principle, it has been raised within FIATA that such clarification would be useful within the provisions of the URL generally to clarify responsibility.

Inputs for Question 7

Germany	The definition is used in those provisions that define rights stemming from the transport contract (primarily those concerning the right to dispose of the goods while they are already on their way). So the term is not connected with rights attaching to the goods, negotiability, etc.
Russian Federation	С учетом проведенной дискуссии на сессии Группы экспертов 28-30 сентября 2020 г. согласны с тем, что под «правомочным лицом» подразумевается «грузоотправитель» или «грузополучатель». Informal translation: Taking into account the discussion held at the session of the Group of Experts on September 28-30, 2020, we agree that the "eligible person" means the "consignor" or "consignee".
Switzerland	-
European Commission	The definition “Person entitled” means the person who has the right to dispose of the goods and is solely attached to this right. It is used in those provisions of URL draft legal provisions that define rights stemming from the contract of carriage. Therefore, the term is not connected with any rights attached to the goods (negotiability).
Deutsche Bahn AG	The “person entitled” is the person who has the right to dispose of the goods (either “consignor” or “consignee”) and has nothing to do with the question whether the consignment note is a “document of title”. The term “person entitled” is used in Art. 9 § 1, Art. 16 § 1, Art. 17 § 1 and § 3, Art. 18 §§ 2- 4, Art. 19 § 3, Art. 21 § 1 of the URL. None of these provisions are associated with negotiability. For the understanding of the Art. 15 and 16 URL it is important to leave this definition in place.
PKP CARGO SA	Article 2 URL stipulates that „person entitled” means the person who has the right to dispose of the goods. Whereas Article 15 URL clearly states that the right to dispose of the goods has the consignor (§1) and the consignee (§2).
CIT	“Person entitled” means “consignor” or “consignee”, as appropriate regarding their rights to dispose of the goods. The Articles 15-18 of the URLCoC are independent from Chapter 3, Liability.
FIATA	FIATA understands that in certain jurisdictions, the Forwarder or other party could be named as a “person entitled”. This would be based upon contractual arrangements and terms. The clause would be much broader than solely consignor or consignee.

Input for Question 8

Russian Federation	Поскольку в сфере СМГС договор перевозки носит характер реальной сделки, то никаких дополнительных договоров в письменном виде перевозчик отправитель не заключает, а договор считается заключенным путем приема-передачи груза, что подтверждается накладной. Поэтому при необходимости дополнительных согласований, предшествующих вручению груза (то есть заключению договора), в том числе если эти согласования требуются по причине отличия условий перевозки от предусмотренных международным договором или требующих такого согласования в соответствии с предписаниями международного договора (в СМГС все условия прописаны), отправитель направляет перевозчику заявку на
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	<p>согласование перевозки. Перевозчик согласовывает данную заявку, содержащую уточнение условий будущего договора перевозки или их особенности, с другими перевозчиками и дает ответ отправителю.</p> <p>Таким образом, статья добавляется с целью согласования условий перевозок не только с договорным перевозчиком, но и со всеми последующими перевозчиками, участвующими в конкретной перевозке.</p> <p>Informal translation:</p> <p>Since in the SMGS area the contract of carriage is of the nature of a real transaction, the carrier does not conclude any additional written contracts, and the contract is considered concluded by receiving and transferring the goods, which is confirmed by the consignment note. Therefore, if additional arrangements are required prior to the delivery of the goods (ie. the conclusion of a contract), including if these arrangements are required due to differences in the conditions of carriage from those provided for in international agreement or requiring such approval in accordance with the prescriptions of an international agreement (all circumstances are listed in the SMGS), the consignor sends the carrier a request for the carriage agreement. The carrier coordinates this request, including the specification of the terms of the future contract of carriage or its features, with other carriers and gives an answer to the consignor.</p> <p>Thus, an article is added in order to agree on the conditions of carriage not only with the contractual carrier, but also with all subsequent carriers involved in a particular carriage.</p>
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Inputs for Question 9

Germany	<p>The impact and benefit of that article is not clear. The term “pre-contractual” is confusing.</p> <p>The first indent describes a situation where the parties would like to enter into a business relationship and would like to agree beforehand on the conditions for subsequent individual rail transports. This is usually called a “framework contract”.</p> <p>The second indent describes a way in which the carrier can organize that he is able to offer the transport of the goods to the destination even where he does not perform the transport on all the legs himself. This is a purely internal matter of the carrier. It could be considered though as to encourage carriers to conclude agreements beforehand and thus as limiting competition. This would be detrimental for the transport market.</p>
Russian Federation	<p>Проект ЕЖП уже содержит условия и некоторые ограничения при перевозках на условиях единых предписаний:</p> <p>Статья 1 – Область применения</p> <p>Статья 4 – Условия публичного прав</p> <p>Статья 5 – Договор перевозки</p> <p>Статья 6 – содержание накладной</p> <p>Статья 8 – оплата расходов</p> <p>Informal translation:</p> <p>The URL draft already contains conditions and some restrictions for carriage on the basis of uniform prescriptions:</p> <p>Article 1 – Scope of application</p>

	<p>Article 4 – Provisions of public law</p> <p>Article 5 - Contract of carriage</p> <p>Article 6 - Content of the consignment note</p> <p>Article 8 - Payment of the costs relating to carriage</p>
Switzerland	-
European Commission	<p>In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.</p> <p>The potential impact (positive or negative) of this new proposed article is not clear. The term “pre-contractual” is confusing. It could actually be considered as an incentive for carriers to conclude agreements beforehand and thus limiting competition on the transport and logistical chain, which is not beneficial for the customer and should be avoided.</p>
Deutsche Bahn AG	<p>As it is unclear what is meant by “may”.</p> <p>The URL should not prescribe which agreements should be concluded by the individual parties to the contract of carriage. The individual parties know which contracts need to be concluded. Flexibility and freedom of contract are needed.</p> <p>There is no need for such an article as proposed by the Russian Federation in the law. It does not have an added value.</p>
PKP CARGO SA	<p>This procedure is applied in the SMGS (Art. 7) and has no effect on market liberalization.</p> <p>In the CIM traffic, the procedure of pre-contractual agreement of carriage between the consignor and the contractual carrier also exists, although it was not named expressis verbis. GTM-CIT (01) Activities before the conclusion of the contract of carriage. For example, an order of wagons, checking the scope of station activities, checking the train paths allocation, etc. It is nothing else than a pre-contractual agreement of the carriage between the carrier and the consignor. The same applies to agreements between carriers.</p>
CIT	<p>According to the contractual freedom a Pre-contractual agreement is possible, when needed for business purposes. But the wording in the RUS proposal seems to limit the parties entitled to conclude such pre-contract.</p> <p>We do not see the need to regulate this aspect.</p>
FIATA	<p>It is believed that the inclusion of such an article would have implications for market liberalization and should be removed. The parties should be free to determine the need to conclude a pre-contractual agreement as appropriate.</p>

Inputs for Question 10

Germany	<p>The specification of the content is sufficient. The precise design of the consignment note should be left to the relevant industry organizations. This is also the usual practice for other conventions (e.g. CMR).</p>
Russian Federation	<p>Предлагаем дополнительно обсудить редакцию параграфа 2 статьи 5 проекта ЕЖП, предусматривающую возможность создания типовой модели накладной международными ассоциациями в связи с принципиально разными подходами к данному вопросу в</p>

	«восточной» и «западной» системах права (в СМГС содержание накладной установлено Приложением 1 к данному Соглашению).
Switzerland	<p>No need for a template, it may be up to international associations to establish a standard model of consignment note. If a template in URL, then its use should not be compulsory.</p> <p>Informal translation:</p> <p>We propose to additionally discuss the revision of paragraph 2 of Article 5 of the draft URL, which provides for the possibility of creating a standard model of the consignment note by international associations in connection with fundamentally different approaches to this issue in the "eastern" and "western" systems of law (in SMGS, the content of the consignment note is established by Appendix 1 to this Agreement)</p>
European Commission	<p>Specifying the content of the consignment note is deemed sufficient. The actual format of the consignment note can be carried out by the relevant rail industry organizations. It should be noted that the GEURL already developed a draft (ad hoc) URL consignment note under Tasks (a) and (b) of the ToR, based on the existing CIM-SMGS consignment note. The report of the 21st session of the GEURL (ECE/TRANS/SC.2/GEURL/2019/14) stated in point III.6.(b).(iv) that: "The Group of Experts (...) agreed that the ad hoc consignment note agreed upon at the eighteenth session should serve as a basis for the preparation of the final version of the consignment note for URL. This work should be undertaken upon adoption of legal instrument on the contract for international carriage of goods by rail. Such work should preferably be undertaken by CIT and OSJD."</p>
Deutsche Bahn AG	<p>Art. 6 URL already lists the particulars which the consignment note must contain. A template of the consignment note is therefore of no added value.</p> <p>At most, in case a template should be developed, it should be done by the relevant industry organisations/railway undertakings that need to work with the consignment note. It should not be done by governing states and it should not be included in the law as flexibility is needed.</p>
PKP CARGO SA	<p>The URL should - like the CIM - indicate who is responsible for providing such a template or elaborate a template under the UNECE and publish it to be used for contracts of carriage based on the URL.</p> <p>We propose to use the CIM / SMGS consignment note template tested in practice, i.e. due to the possibility of using the owned IT systems; data security; uniform layout, transparent for all carriers.</p>
CIT	<p>The transport document is a business document as evidence of the contract of carriage. The task for the preparation should be delegated to the business sector associations. The consignment note should be adaptable in a flexible and quick manner to the rapidly evolving business needs of the parties to the contract of carriage based on the contractual and commercial freedom.</p>
FIATA	<p>An additional template consignment note is not necessary for the purposes of the URL. Stipulating the content is sufficient. Any such consignment note should be elaborated under the auspices of the transport and logistics industry in order to ensure that it is fit for purpose and in line with industry needs. Elaboration of a template consignment under the URL would be unduly restrictive.</p>

Inputs for Question 11

Germany	<p>Article 7 of the current text already provides for liability of the consignor for any costs, loss or damage. This is a sufficient deterrent and in line with other transport conventions.</p> <p>It is not clear what the proposal means by “penalty” and why this would be an advantage.</p> <p>Moreover, it is not clear whether the RUS proposal aims at replacing the “damages” approach with a “penalty” approach or whether it aims at also changing the conditions that are set out in the current text of Article 7.</p>
Russian Federation	<p>Из-за допущенных грузоотправителей нарушений возможно возникновение затрат перевозчика, а также возникновение препятствий к перевозке, независящих от перевозчика. Данная мера является не только штрафной, но и превентивной.</p> <p>Informal translation :</p> <p>Due to the violations committed by the consignors, losses may arise to carriers, carriage may be impeded independent of the carrier. This measure is not only a penalty but also a preventive one.</p>
Switzerland	<p>Prima vista, Article 7 as it stands now covers the liability exhaustively. Difficult to answer as the RF's reasoning behind is not known.</p>
European Commission	<p>In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.</p> <p>The original text of Article 7 of the draft URL legal provisions addresses the responsibility of the consignor in an adequate and balanced manner, including relevant condition for its liability vis-à-vis the carrier. It is also perceived that the introduction of the notion of “penalty” would undermine the level-playing field in the international market for the transportation of goods by rail.</p>
Deutsche Bahn AG	<p>The Art. 7 and 8 URL regarding the responsibility of the consignor and payment of the costs are comprehensive.</p> <p>There is no ground for paying an amount without any damages.</p> <p>From the perspective of a market economy principle, freedom of contract and customer relations, there is no need for the proposed addition.</p>
PKP CARGO SA	<p>The proposal of the Russian Federation to add clauses is the transposition of the provisions of Art. 16 "Responsibility for the data indicated in the consignment note" of SMGS.</p> <p>Art. 8 “Responsibility for particulars entered on the consignment note” of the CIM contains a similar regulation except that it does not indicate contractual penalties but stipulates the reimbursement of costs, losses and damage to be incurred by the carrier if the entries made by the consignor are irregular, incorrect or incomplete.</p> <p>In the era of the market liberalization, the proposal from SMGS is not acceptable.</p>
CIT	<p>The Article 7 of the existing URLCoC is sufficient because the relationship between consignor and contractual carrier is based on partnership and horizontal legal relationship(s). It should be out of the scope of fix administrative penalties.</p>

FIATA	Concerns have been raised within the FIATA membership concerning the inclusion of open-ended penalty clauses. It is considered that each infraction should be clearly identified with corresponding amounts.
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Inputs for Question 12

Germany	<p>Article 13 is sufficiently precise and addresses the interests of all parties concerned appropriately. It would be impossible to add specific delivery periods because they would need to cover many different situations (distance, route, type of goods, pricing model of the carrier, etc.).</p> <p>However, guidance should be developed presenting average delivery periods for certain typical cases. Parties should use this guidance to determine and agree on the appropriate period for their individual transport contract.</p>
Russian Federation	<p>В настоящее время проект ЕЖП не предписывает конкретных сроков доставки, а предполагает наличие договоренности между сторонами. В случае отсутствия такой договоренности предусматриваются сроки, которые могли бы обоснованно требоваться от добросовестного перевозчика. Такая формулировка оставляет широкие возможности ее трактовки.</p> <p>Informal translation:</p> <p>Currently, the draft URL does not prescribe specific delivery times, but presupposes an agreement between the parties. In the absence of such an agreement, reasonable timeframes would be required from a diligent carrier. This formulation leaves ample room for its interpretation.</p>
Switzerland	Article 13 as it stands now is clear enough. Delivery time shall be agreed in the contract of carriage.
European Commission	<p>In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.</p> <p>The original Article 13 is specific enough for the intended purpose. It addresses the interest of all parties concerned and does not contain any gap: QUOTE The carrier shall deliver the goods within the time agreed in the contract of carriage. If no time of delivery has been agreed, delivery shall be made within the time which could reasonably be required of a diligent carrier, taking into account the circumstances of the carriage. UNQUOTE</p>
Deutsche Bahn AG	<p>There is no need to add specific delivery periods.</p> <p>Art. 13 URL is purposely much simpler than the corresponding rules in CIM and SMGS.</p> <p>It contains the provisions that are necessary at this point and takes into account the interests of all parties involved.</p>
PKP CARGO SA	Pursuant to Article 13 URL the time of delivery should be stipulated in the contract of carriage. "If no time of delivery has been agreed, delivery shall be made within the time which could reasonably be required of a diligent carrier, taking into account the circumstances of the carriage." The provision of the maximum delivery date should be defined in the URL. Detailed rules for calculating the delivery times should be established in the URL.
CIT	On a very long distance like Eurasian Transport Corridors it is very difficult to have fix delivery periods of time. For this purpose, the URLCoC

	based on the contractual freedom gives the possibility to the parties to the contract of carriage to agree on the exact time of delivery.
FIATA	It is considered that this should not be included. The contractual relationship and journey is clearly established at time of agreement under the parties' freedom to contract, and this should not need to be provided for within the URL.

Inputs for Question 13

Germany	<p>It is up to the carrier to calculate the time he needs to deliver the goods taking into account the above factors. They should be included in the guidance on delivery periods mentioned above.</p> <p>There is no benefit though in setting out specific periods or extensions of periods in the URL. By contrast, this would dis-incentivize carriers and infrastructure managers from investing in innovations to shorten the time needed for e.g. trans-shipment or transfer of goods from one gauge to another.</p> <p>Also, the concrete number proposed (48 hours) seems very long if you consider the time which is typically needed today in ports to transfer goods from a ship to e.g. a train.</p>
Russian Federation	<p>Перевозчик не должен нести ответственность за время нахождения вагонов под операциями в пути следования по независящим от него причинам.</p> <p>Informal translation:</p> <p>The carrier should not be responsible for the time when the wagons are transshipped what is beyond the carrier's control.</p>
Switzerland	Article 13 as it stands now is clear enough. Delivery time shall be agreed in the contract of carriage.
European Commission	<p>In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.</p> <p>See answer given to question n°6.</p>
Deutsche Bahn AG	<p>As answered under question 12, there is no need to add specific delivery periods.</p> <p>Besides the fact, that it is unclear what is exactly meant by "operations connected with the shipment and delivery of goods", the proposed increase of 48 hours seems very long.</p> <p>The situation of different gauges is already covered by "taking into account the circumstances of the carriage" in Art. 13 URL. There is no need for an addition.</p>
PKP CARGO SA	<p>The question 13 is closely related to the question 12.</p> <p>If we want a maximum delivery deadline to be specified (question 12), these deadlines should also be aligned to the carriage that requires a change of gauge and wagons to be re-gauged.</p> <p>The proposed regulations can be added, and the time of delivery should be specified and extended additionally for multimodal transport – transshipment from wagon to truck or vice versa.</p>

	<p>General note:</p> <p>We can see a lack of consistency in the regulations here: in the proposed scope of application (new §2), it is mentioned rail-road transportation, and in the proposal to extend the time of delivery, rail-ferry transportation.</p>
CIT	See the indication under question 12.
FIATA	It is considered that this clause should not be included. The contractual relationship and journey is clearly established at time of agreement under the parties' freedom to contract, and such fixed additional transit extensions should not need to be provided for within the URL.

Inputs for Question 14

Germany	This can be left to the national law.
Russian Federation	<p>По ЕЖП данный вопрос фактически отнесен к регулированию национальным законодательством. Вместе с тем, в отношении претензий о превышении срока доставки параграфом 3 ст.28 ЕЖП предусмотрен срок в 60 дней после передачи груза (аналогично в СМГС).</p> <p>Informal translation:</p> <p>In URL, this issue is actually left to national law. At the same time, in relation to claims for exceeding the delivery time, paragraph 3 of article 28 of the URL provides for a period of 60 days after the transfer of the goods (similar to SMGS).</p>
Switzerland	We consider this question as part of the relevant national public law.
European Commission	It is not necessary. This issue is normally covered by national law.
Deutsche Bahn AG	<p>It is not a necessity to define specific periods of limitation as this can be left to the national law.</p> <p>For transparency reasons it would be best to agree on one year in order to align with other transport conventions (Art. 32 CMR, Art. 24 CMNI).</p> <p>It could have been an option to extend the URL, but this issue has been discussed before in the past years and no consensus was reached.</p> <p>As the Russian Federation did not propose a concrete text, we should use the limited time left to come to an agreement on the URL.</p>
PKP CARGO SA	There should be a limitation of actions for recourse. The URL should also specify the rules and deadlines for making recourse.
CIT	Normally the period of limitation is left to the national law or under general international provisions of one year for transport contracts. In any case the court procedure is based on lex fori.
FIATA	It is considered that specific periods of limitation for potential recourse regarding fulfilment of the contract of carriage would be desirable, in the interests of certainty and clarity.

Inputs for Question 15

Germany	- subparagraph 1: The idea behind that proposal is absolutely useful. However, is typically already addressed in national law (e.g. on civil procedure) because the situation occurs also in contexts other than
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	<p>transport law. The proposal would add a new rule on that issue specifically for claims under the URL. This would not be beneficial.</p> <p>- subparagraphs 2 and 3: There is no reason to stipulate a deadline for claims. The general rules on limitation are sufficient. What is more, the deadlines are very short while the issues to examine can be very complex.</p>
Russian Federation	<p>Статьями 33 и 34 проекта ЕЖП предусмотрено право, но не установлен порядок подачи и рассмотрения.</p> <p>Informal translation:</p> <p>URL Articles 33 and 34 provide for the right, but do not establish procedures for submission and consideration.</p>
Switzerland	<p>Article 33 as it stands is sufficient. No detailed procedural provisions in URL.</p>
European Commission	<p>In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.</p> <p>These aspects are normally covered by national (public) law. There is no reason to stipulate a specific deadline for claims.</p>
Deutsche Bahn AG	<p>There is no need to add an article on the right of recourse as national law still applies.</p> <p>Besides the lack of necessity for an addition, the proposed article contains too many uncertainties. Regarding the first proposed §, it is important that a carrier against whom the right of recourse is exercised has an opportunity to intervene in the underlying court proceeding. It is unclear whether the proposed addition “was notified in a timely manner of the consideration of the case by the courts” covers this point.</p> <p>For transparency reasons there should not be another limitation period be introduced (of 75 days). It would unnecessarily complicate things.</p> <p>“the actual date of payment of the claim” and “the date of entry into force of the decision” should not be used, as these terms are too vague and will be open for discussions as it will be difficult for some parties to determine this date.</p>
PKP CARGO SA	<p>The provision is justified, but it may create problems of interpretation with regard to the deadline for submitting a recourse in pre-court cases and after court decisions</p>
CIT	<p>The claims procedure contains very specific procedural rules for rail and need further evaluation. The lex fori provisions are still applicable based on the mandatory national provisions.</p>
FIATA	<p>It is considered that inclusion of this article would allow greater clarity regarding obligations and timelines.</p>

Inputs for Question 16

Germany	<p>The proposal describes a mechanism to record problems of the conditions of the goods or other problems.</p> <p>§ 1 is similar to Article 9 of the current text which obliges the carrier to enter in the consignment note any discrepancies between the actual consignment and the information in the consignment note.</p> <p>§ 2 does not seem necessary either. The consignee is not party to the contract of carriage. He may be obliged to record any damages or other</p>
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	<p>problems by virtue of a contract with the consignor (e.g. a sales contract). He would then act to secure rights of the consignor. But in order to do this he does not need to request a formal report from the carrier – he could do this on his own initiative.</p> <p>While the mechanism set out in § 2 may be common and appropriate in some legal systems it does not seem necessary or appropriate to extend it to the future URL contracting states. It is not necessary to implement the URL. Other states found other solutions to provide for procedures to establish the state of goods, etc., in a way which facilitates the settlement of disputes later.</p> <p>So we are not in favour of introducing this instrument for all future contracting states of the URL. However, the URL should not exclude the use of formal reports in those countries where it is a common tool to prepare claims and/or facilitate the settlement of disputes today</p>
Russian Federation	<p>Положениями проекта ЕЖП не предусмотрено составление коммерческого акта в случае возникновения ущерба. Уведомление об ущербе является задачей потерпевшего (ст.28 проекта ЕЖП).</p> <p>В этой связи предлагаем дополнить проект указанной статьей.</p> <p>Informal translation:</p> <p>The URL provisions do not provide for the preparation of a commercial act in the event of damage. Notification of damage is the responsibility of the victim (URL Article 28 of the EWL draft).</p> <p>In this regard, we propose to expand the given article.</p>
Switzerland	-
European Commission	<p>This aspect is not essential for the conclusion the URL contract of carriage convention. Also, some circumstances listed un §1 appear to interfere with existing draft URL provisions (Articles 5 and 10). The Russian Federation did not provide detailed justification and evaluation in this regard. Given the limited amount of time available to finalize Task (c) of the ToR, it is better not to consider inclusion of such provision in the draft URL rules on contract of carriage. However, if experts manage to rapidly reach agreement on this aspect during the 23rd session, it may be included.</p>
Deutsche Bahn AG	<p>There is no need for such addition. The carriers can freely decide whether they want to agree to drawing up a formal report or not.</p> <p>In its comparative analysis (ECE/TRANS/SC.2/GEURL/2019/18) the Russian Federation pointed out that the formal report would be used in determining the location where the damage occurred, in order to find out the company liable for it. With the proposed addition with the listed circumstances for drawing up a formal report, it is unlikely that the proposed provision will serve its purpose.</p> <p>A provision regarding the examination of the conditions of carriage and the consignment note is already provided for in Art. 9 URL.</p> <p>It is unlikely that the goods will be checked by carrier during carriage; the goods will be checked when the carrier takes over the goods.</p> <p>The proposed § 1 (4) regarding the consignment note might interfere with Art. 5 § 2 third sentence URL as well as with Art. 10 § 3 URL.</p>
PKP CARGO SA	<p>Absolutely yes. Formal report defines the scope of responsibility of the contracting parties for damage. Nevertheless, some circumstances in which this protocol should be established raise doubts, e.g. in the case of discrepancies related to the destination station.</p>

CIT	Article 28 of URLCoC is not based on a formal report. If the carriers want to introduce a formal report, they may do this on a contractual basis between themselves. See answer to question 5.
FIATA	It is considered that this clause would be desirable to ensure greater certainty and in the interests of strengthening safety and security.

Inputs for Question 17

Germany	<p>The current Article 15 is a well worked-out provision that follows the model of other transport conventions (e.g. Article 12 CMR). The RUS proposal is not acceptable.</p> <p>The consignee cannot by himself dispose of the goods as he is not a party to the transport contract. Furthermore, he may not have any material rights in the goods (e.g. property) until the goods are delivered to him. As correctly provided for in the current Article 15 the consignee either needs to be authorized in the consignment note or the goods need to have reached the place of destination.</p>
Russian Federation	<p>Неясно, что понимается под достижением места назначения. Кроме того, проект ЕЖП предусматривает, что отправитель может указать иной момент перехода от него права распоряжения грузом. Можно предположить, что такое указание должно содержаться в накладной. Однако в связи с тем, что накладная ЕЖП в настоящий момент не утверждена, нет возможности определить порядок передачи данного указания. <u>Положения параграфа 1 статьи 15 ЕЖП для осуществления деятельности перевозчика будут иметь негативные последствия</u>, связанные с нарушением технологии его работы, графика движения, потоков направления грузов, повлиять на срок доставки, качество груза, оплату причитающихся перевозчику платежей.</p> <p>Informal translation:</p> <p>It is not clear what is meant by reaching the destination. In addition, the draft URL provides that the consignor may indicate another situation of transfer from him of the right to dispose of the goods. It can be assumed that such an indication should be contained in the consignment note. However, due to the fact that the URL consignment note has not been approved at the moment, it is not possible to determine the procedure for transmitting this instruction. <u>The URL provisions of paragraph 1 of Article 15 for the carrier's activities will have negative consequences relating to the violation of the method of his work, schedule, cargo direction flows, affecting the delivery time, cargo quality, payment due to the carrier.</u></p>
Switzerland	-
European Commission	The right of disposal of the goods was discussed intensively in past sessions. In its proposal (ECE/TRANS/SC.2/GEURL/2020/5) submitted at the 22nd session, the Russian Federation did not provide any accompanying justification or evaluation for the proposed change.
Deutsche Bahn AG	<p>The right of disposal of the goods has been discussed intensively in the past. Why would it now be necessary to change art. 15 URL?</p> <p>The proposal of the Russian Federation to give the consignor and the consignee the right to give the carrier instructions, respectively to the contractual carrier and to the carrier who is delivering the goods within the borders of the country of destination, makes the URL highly complicated</p>

	<p>and bears the risk that the consignor and consignee might give conflicting instructions, to different carriers.</p> <p>There might even be a gap regarding a successive carrier active out-side the borders of the country of destination.</p> <p>Therefore, the changes to Art. 15 URL are not agreed.</p> <p>Art. 15 URL should not be amended: to avoid contradictory instructions, art. 15 URL provides that the right of disposal of the goods stays in one hand (of the consignor) until the right of disposal shall pass over to the consignee (art. 15 § 2 URL: when the goods have reached the place of destination).</p> <p>Art. 16 §§ 2 and 5 URL already provide the carrier with options in case an instruction of the consignor could have a negative outcome for carrier's activity.</p>
PKP CARGO SA	<p>This is the subject of Art. 15 and Art. 16 URL.</p> <p>It is only appropriate for the Group of Experts to consider the regulations of Article 15, in order to achieve a reasonable consensus between its current clauses and the proposed ones. Above all, it concerns the detailed regulations.</p>
CIT	<p>According to the RUS proposal both the consignor and consignee would have the right of disposal at the same time. That will lead to legal uncertainty. We therefore do not see any necessity or usefulness to change the existing Article 15 of URLCoC. See answer to question 5.</p>
FIATA	<p>Concerns have been raised regarding the proposed language as the right of disposal of goods, as there may be contractual obligations should original commitments not be met. If included, it should be clearly identified who has responsibilities by the Incoterms of the contract.</p>

Inputs for Question 18

Germany	<p>This question should be answered by the railway undertakings.</p>
Russian Federation	<p>На сегодняшний день такие перевозки осуществляются с перегрузкой грузов из вагонов одной ширины колеи в вагоны другой ширины колеи или с перегрузкой вагонов на тележки другой ширины колеи, либо с использованием тележек с изменением ширины колеи.</p> <p>Вопрос требует пояснения.</p> <p>Informal translation:</p> <p>Today, such transportation is carried out with the reloading of goods from wagons of one gauge to wagons of a different gauge or with reloading of wagons onto bogies of a different gauge or using gauge-adjustable bogies.</p> <p>The question requires clarification.</p>
Switzerland	-
European Commission	<p>This is primarily for railway undertakings and their associations to reply. However, based on current knowledge and experience in the European Union in regard to Euro-Asia rail freight traffic, it appears that transshipment of cargo (handling technology) is the most cost-effective method to deal with the gauge breaks.</p>
Deutsche Bahn AG	<p>We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.</p>

PKP CARGO SA	<p>1. The movement of wagons from one railways to another across gauge breaks takes place:</p> <ul style="list-style-type: none"> - with a shift, when the wagon is shifted to bogies with a different gauge. Bogies are provided by a hanging over carrier or by a receiving carrier. The mode of delivery and return of the bogies is agreed upon by a hanging over carrier and a receiving carrier. The wagons are shifted as agreed between carriers at shifting points, equipped with the necessary technical equipment, located at the stations of reconsignments points of railways with gauges breaks. - with the use of gauge changeover wheelsets and mixed couplings. The conditions of running such wagons are agreed between the interested railway undertakings and the wagon owner. <p>2. The handing over of wagons by one carrier to another takes place with the transshipment of goods from wagons of one gauge to wagons of a different gauge or without transshipment:</p> <ul style="list-style-type: none"> - without transshipment of goods - at the stations specified in the relevant agreements. When handing over of wagons with gauge breaks, the wagons with coupling are provided by the carrier carrying out the change of gauge, unless the carriers agree otherwise. - with transshipment of goods - at the stations of the receiving carrier. <p>In coordination with the carriers, the handing over of the wagons may take place at the railway stations of the handing over carrier.</p> <p>Due to the current conditions, the most common practice in the carriage of goods in which PKPC, RZD, UZ, BC are involved is the handing over of wagons for the purpose of transshipment of goods from wagons of one gauge to wagons of a different gauge.</p>
CIT	<p>Not a question for CIT</p> <p>We think transshipment of containers will be predominant, other methods like change of boogies or transshipment of goods will remain an exception for specific goods.</p>
FIATA	<p>FIATA does not wish to provide comment on this question.</p>

Inputs for Question 19

Germany	<p>This question should be answered by the railway undertakings.</p>
Russian Federation	<p>На сегодняшний день перевозки грузов осуществляются в соответствии с представленными в ответе на вопрос 18 способами.</p> <p>Вопрос требует пояснения.</p> <p>Informal translation :</p> <p>To date, the carriage of goods is done in accordance with the methods presented in the answer to question 18.</p> <p>The question requires clarification.</p>
Switzerland	<p>-</p>
European Commission	<p>At this point in time, there is no indication that the current practice (see Q18) is problematic for the rapid transfer of goods transported by rail across gauge breaks. The steady increase of volumes of goods transported by rail between Europe and Asia supports the view that no major change may be expected on this issue in the medium term.</p>

Deutsche Bahn AG	We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	The question is unclear. The movement of entire trains through the gauge breaks is possible only with the use of gauge changeover wheelsets and mixed couplings, which is not very realistic in the current conditions and limitations.
CIT	-
FIATA	FIATA does not wish to provide comment on this question.

Inputs for Question 20

Germany	At the moment we do not see a need to harmonize law on the use of infrastructure. We are open to discuss this if a sufficient justification is presented. Anyhow, such discussions and possible negotiations should be separated from finalizing the Contract of Carriage convention.
Russian Federation	Вопрос требует пояснения. Informal translation: The question requires clarification.
Switzerland	-
European Commission	It does not seem that there is an immediate need to harmonize the rules on the use of infrastructure. However, if justified with supporting evidence, this could be envisaged at a second step of the URL initiative once the URL contract of carriage convention would be adopted.
Deutsche Bahn AG	Given the fact that the concrete URL was presented four years ago, we are still a long way from a possible common law on the use of infrastructure. Given the substantive, legal and institutional complexities, a step-by-step approach is necessary to move towards harmonization or unification of railway law. We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	Provided that it will be possible (although in the medium and long term it should be considered very unlikely), the elaboration of a unified law to use the infrastructure would be justified, e.g. in the case of enabling carriers to obtain a license to carriage of goods on the networks of foreign railway authorities, which could result in the launch of the so-called independent transport using own traction (which might be applied in case of the EU countries and it is not possible in case of the CIS railways)
CIT	There is a clear distinction between the transport law, which regulates the relationship between carriers and their clients and at the most between the carriers themselves and on the other hand the infrastructure law which regulates the relationship between carriers and infrastructure managers. So, creating a common infrastructure law is a different task which should be started after the URLCoC has been set into force.
FIATA	FIATA does not wish to provide specific comment on this question. However, FIATA supports a step-by-step approach in relation to the URL and notes that any such work may take place at a later stage, should this be considered necessary.

Inputs for Question 21

Germany	This question should be answered by the railway undertakings.
Russian Federation	<p>Предметом соглашения СЛКП являются согласованные рекомендации международного плана развития и функционирования сети важнейших линий международных комбинированных перевозок и соответствующих объектов, которые стороны соглашения намерены осуществить в рамках своих национальных программ.</p> <p>При этом соглашение не регламентирует вопросы организации и осуществления комбинированных перевозок в международном сообщении.</p> <p>При этом вопрос требует дополнительных пояснений.</p> <p>Informal translation:</p> <p>The objective of the AGTC Agreement is a coordinated international plan for the development and operation of a network of the important international combined transport lines and related facilities, which the parties to the agreement intend to implement within the framework of their national programs.</p> <p>At the same time, the agreement does not regulate the organization and implementation of combined transport in international traffic.</p> <p>Moreover, the question requires additional clarification.</p>
Switzerland	-
European Commission	Existing international agreements like the AGTC may indeed play a more significant role in facilitating the carriage of cargo between Europe and Asia. This is one of the objectives of the “EATL” project (operationalization phase) managed under the umbrella of UNECE.
Deutsche Bahn AG	<p>Given the fact that the concrete URL was presented four years ago, we are still a long way from a possible common law on the use of infrastructure. Given the substantive, legal and institutional complexities, a step-by-step-approach is necessary to move towards harmonization or unification of railway law.</p> <p>We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.</p>
PKP CARGO SA	As the AGTC Agreement defines the issues in the form of recommendations, it can be hoped that the URL, once introduced, will be of much greater practical importance to facilitate cargo carriage between Europe and Asia. Especially, if it is related to the standardization of infrastructure and rolling stock and additionally equipped with digital tools (see point 22). Only this global approach can guarantee the expected effect of facilitating cargo carriage.
CIT	AGTC Agreement is under the auspice of the UNECE.
FIATA	FIATA does not wish to provide comment on this question.

Inputs for Question 22

Germany	Digitalization of documents” can mean very different things. Experience from other for a (e.g. the Digital Transport and Logistics Forum hosted by the European Commission) shows that there is no “one size fits all” approach. The persons drawing up the documents, the purposes for which the documents are used, the persons who are entitled to see the documents
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	<p>and the way how documents are handled are very different for each specific document.</p> <p>The current text of the URL already addresses and covers electronic communication appropriately.</p> <p>We should not at this point in time start general discussions on digitalization in the rail sector.</p>
Russian Federation	<p>Вопрос требует пояснения.</p> <p>Informal translation:</p> <p>The question requires clarification.</p>
Switzerland	-
European Commission	This issue (digitalization of documents in cargo carriage by rail) is not directly relevant to the finalization of the URL contract of carriage convention mandated by the ToR of the GEURL.
Deutsche Bahn AG	<p>First of all, we should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.</p> <p>Given the current situation, it is very likely that the market demands prioritise unified/common provisions for digitalisation of documents in cargo carriage by rail over laws for the use of wagons/rolling stock and infrastructure.</p> <p>Art. 5 § 4 URL already anticipated the possibility of a digitalised consignment note.</p>
PKP CARGO SA	<p>Both, unified/common provisions for digitalization of documents in cargo carriage as well as laws for the use of wagons/rolling stock and infrastructure are important. However, the development of the practice alluded in the previous question depends more on the infrastructure regulations and its progress.</p> <p>From PKP CARGO's point of view, it is essential to establish a template of the consignment note as well as instructions for its use. Also significant is the fact related to the digitalization of carriage documents. Even relatively fast software does not yet guarantee data exchange with other carriers (individual agreements and arrangements are necessary). Establishing unified/common provisions for digitalization of documents in cargo carriage as soon as possible will allow for the preparation of the software implementation process for URL.</p>
CIT	The existing URLCoC is sufficient because it already provides a legal basis for both: paper and electronic/digitalized communication; see URL Article 5 § 4.
FIATA	FIATA does not wish to provide specific comment on this question. On a general note, however, FIATA considers it important to ensure a legal framework that supports negotiable transport documents in rail carriage, and their digital versions, in a manner that ensures the seamless interchange between different modes of transport.

Inputs for Question 23

Germany	-
Russian Federation	Технический комплекс, включающий в себя железнодорожные пути общего пользования, железнодорожные станции, иные сооружения и устройства, обеспечивающие функционирование этого комплекса, с

	использованием которого перевозчики осуществляют перевозки грузов. Informal translation: A technical complex that includes public railways, railway stations, other structures and devices that ensure the functioning of this complex, with the use of which carriers carry out the transport of goods.
Switzerland	-
European Commission	Reference to answer in Q20
Deutsche Bahn AG	We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	Infrastructure (railway infrastructure) – elements which form part of rail, siding or another railroad, or intended to be managed, the carriage of passengers or goods, and their maintenance.
CIT	-
FIATA	FIATA does not wish to provide comment on this question.

Inputs for Question 24

Germany	-
Russian Federation	Вопрос требует пояснения. Informal translation: The question requires clarification.
Switzerland	-
European Commission	Reference to answer in Q20
Deutsche Bahn AG	We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	Among others: - signal boxes, railway traffic control devices, including safety devices, signalling and telecommunication installations on the route at the stations and marshalling yards; - lighting systems for railway traffic and safety; - plants for transforming and distributing of electricity for the purpose of power supply;
CIT	-
FIATA	FIATA does not wish to provide comment on this question.

Inputs for Question 25

Germany	-
Russian Federation	Материалы и оборудование, применяемые на объектах инфраструктуры не должны препятствовать осуществлению беспрепятственного и безопасного курсирования пассажирских и грузовых поездов в прямом международном сообщении.

	<p>Управляющий железнодорожной инфраструктурой должен иметь устройства, обеспечивающие ее функционирование, поддержание и контроль за ее исправным состоянием.</p> <p>Устройства и сооружения железнодорожных вокзалов, станций, посадочных платформ должны обеспечивать обслуживание лиц страдающих длительными ограничениями физического, ментального, психического, умственного или сенсорного характера, которые при наличии многочисленных преград могут затруднить их полноценное участие в жизни общества на равной основе с другими.</p> <p>Informal translation:</p> <p>Materials and equipment used at infrastructure facilities should not interfere with the seamless and safe operation of passenger and freight trains in direct international traffic.</p> <p>The railway infrastructure manager must have devices to ensure its functioning, maintenance and control over its good condition.</p> <p>The devices and structures of railway stations, stations, landing platforms should provide services to persons suffering from long-term physical, mental, psychical, intellectual or sensory disabilities, which, in the presence of numerous obstacles, may impede their full participation in society on an equal basis with others.</p>
Switzerland	-
European Commission	Reference to answer in Q20
Deutsche Bahn AG	We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	<p>In Poland (§15 of REGULATION OF THE MINISTER OF INFRASTRUCTURE AND CONSTRUCTION of April 7, 2017 on the provision of railway infrastructure):</p> <ul style="list-style-type: none"> - license for carriage of passengers, carriage of goods, providing of traction services; - safety certificate; - the carrier's declaration that in order to perform cargo carriage it will use rolling stock that meets the safety requirements for railway traffic; - agreement with the Infrastructure Manager for the use of capacity
CIT	That depends on national legislation. Regarding the EU Member States see the EU regulation
FIATA	FIATA does not wish to provide comment on this question, noting that this will likely vary depending on the specific jurisdiction.

Inputs for Question 26

Germany	-
Russian Federation	<p>Вопрос требует пояснения.</p> <p>Informal translation:</p> <p>The question requires clarification.</p>
Switzerland	-

European Commission	Reference to answer in Q20
Deutsche Bahn AG	We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	-
CIT	-
FIATA	FIATA does not wish to provide comment on this question.

Inputs for Question 27

Germany	-
Russian Federation	Вопрос требует пояснения. Informal translation: The question requires clarification.
Switzerland	By state
European Commission	Reference to answer in Q20
Deutsche Bahn AG	We should use the limited time left to come to an agreement on the URL rather than opening new discussions on new topics.
PKP CARGO SA	In Poland, these are both elements: in accordance with the laws and agreements
CIT	That depends on national legislation. Regarding the EU Member States see the EU regulation; according to the EU regulation both elements are needed.
FIATA	FIATA does not wish to provide comment on this question, noting that this will likely vary depending on the specific jurisdiction.