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ШЕСТОЕ ЕЖЕГОДНОЕ ЗАСЕДАНИЕ  
МЕЖПРАВИТЕЛЬСТВЕННОЙ КОМИССИИ ТРАСЕКА  
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## Agreement of the IGC TRACECA on the development of Multimodal Transport

### 1. Objectives

1.1. The Parties shall endeavour to harmonize their legislation to implement a unified legal framework using the definitions and based upon the concepts contained herein.

1.2. For this purpose the Parties may set up a Legal Working Group, as referred to in Clause 7 article 8 of the Basic Multilateral Agreement on international transport for the development of international corridor Europe-the Caucasus-Asia, which will adhere to the concepts and definitions contained herein to work out a legal instrument, ("the Instrument") mandatory for the signatories thereto.

### 2. Scope

2.1. The Instrument reached by means of this Agreement shall be the basis for further development of a legal framework for multimodal transport performed between places in two Parties, if the place of taking in charge or delivery of the Goods as provided for in the multimodal transport contract is located in a Party.

2.2. The contracting parties may decide to apply the provisions of the Instrument in full or in part for carriage performed involving one or several modes of transport, with issuance of a single transport document or without it.

### 3. Definitions

For the purposes of the Instrument, the following definitions shall bear the meanings as follows:

**Multimodal transport** means a goods transportation performed by at least two different modes of transport (direct combined transport)

**Multimodal transport contract** means a single contract for the carriage of goods by at least two different modes of transport

**Multimodal transport operator (MTO)** means a natural or legal person who concludes a multimodal transport contract and assumes responsibility for the performance thereof by issuing a document of multimodal transportation either in negotiable or non-negotiable form

**Carrier** means the person who actually performs or undertakes to perform the carriage, or part thereof, whether he is identical with the multimodal transport operator or not

**Consignor** means the person who concludes the multimodal transport contract with the multimodal transport operator.

**Consignee** means the person entitled to receive the goods from the multimodal transport operator.

**Multimodal transport document** means a document evidencing a multimodal transport contract issued in a negotiable or a non-negotiable form (consignment note of multimodal transportation, multimodal transport waybill and any other legally accepted form), whereby the MTO has accepted the goods for carriage and assumed the responsibility to deliver the goods as agreed thereby.

**Delivery** means the handing over of the goods to the consignee, or the placing of the goods at the disposal of the consignee in accordance with the multimodal transport contract or with the law or usage of the particular trade applicable at the place of delivery, or the handing over of the goods to an authority or other third party to whom, pursuant to the law or regulations applicable at the place of delivery, the goods must be handed over.

**Special Drawing Right (SDR)** means the unit of account as defined by the International Monetary Fund.

**Goods** means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the MTO,

#### **4. Documents**

The form of the multimodal transport document used under the Instrument, may be advised by the Governments of the Parties.

The Government of one Party shall agree to recognize the form of the multimodal transport documents advised by the Government of any other Party, so as to avoid impeding the performance of a multimodal transportation performed between the Parties.

The Legal Working Group set up to develop the Instrument shall develop and recommend for use by the Parties the model document for multimodal transportation, referred to above as the multimodal transport document, in accordance with the UN layout key

#### **5. Insurance**

5.1 The Parties shall endeavor to provide a legal basis to enable the MTO to:

- insure his public liability risks in connection with the transportation process
- insure his liability in connection with the goods in his charge

5.2. The Parties shall however leave it to the discretion of the MTO to provide insurance as referred to in 5.1., depending on the contractual arrangements with the client.

#### **6. Responsibilities of the multimodal transport operator**

6.1. The Instrument shall provide that the period of responsibility of the MTO shall include the whole time when the MTO has the goods in his charge, until their delivery.

6.2. The Instrument shall also provide that:

the MTO shall be responsible for acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment

the MTO shall be responsible for any other person of whose services he makes use for the performance of the contract, as if such acts and omissions were his own

6.3. The Instrument shall also provide that the MTO may undertake to perform or to procure the acts necessary to ensure delivery of the goods.

6.4. The Instrument shall provide the following modalities of delivering the goods to the consignee:

(a) when the MT document has been issued in a negotiable form "to bearer", to the person surrendering one original of the document, or

(b) when the MT document has been issued in a negotiable form "to order", to the person surrendering one original of the document duly endorsed, or

(c) when the MT document has been issued in a negotiable form to a named person, to that person upon proof of his identity and surrender of one original document; if such document has been transferred "to order" or in blank the provisions of (b) above apply, or

(d) when the MT document has been issued in a non-negotiable form, to the person named as consignee in the document upon proof of his identity, or

(e) when no document has been issued, to a person as instructed by the consignor or by a person who has acquired the consignor's or the consignee's rights under the multimodal transport contract to give such instructions.

## **7. Liability of the multimodal transport operator**

The Instrument shall provide that:

7.1. The MTO is liable for loss resulting from loss of, or damage to, the goods as well as from delay in delivery, unless the MTO proves that no fault or neglect of his own, his servants, agents or sub-contractors has caused or contributed to the loss, damage or delay in delivery.

7.2. Delay in delivery occurs when goods have not been delivered within the time expressly agreed upon or, in the absence of such an agreement, within the time it would be reasonable to require of a diligent MTO, having regard to the circumstances of the case.

7.3. If the goods have not been delivered within 90 consecutive days following the date of delivery, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

## **8. Limitation of liability of the multimodal transport operator**

The Instrument shall provide that:

8.1. If the nature and value of the goods have been declared by the consignor before the goods have been taken in charge by the MTO and inserted with the agreement of the MTO in the multimodal transport document, the MTO shall be liable in full for the loss of the goods and shall be liable for the goods damaged in the amount equivalent to the value of goods damaged, or, in case where the damage to the goods is such that none of the goods can be recovered, the MTO shall have to compensate in full for the goods lost. The value of the goods shall be deemed to be the Invoice value.

8.2. In all other cases when the nature and value of the goods have not been declared by the consignor, the MTO's liability for loss of, and damage to the goods shall be limited to 8.33 SDR per kilogram of gross weight of the goods lost or damaged.

8.3. Liability for loss resulting from delay in delivery, and for consequential loss or damage other than loss of, or damage, to the goods is limited to 5 percent of the transportation contract price for every day of delay. However, in any event, the liability of the MTO for the delay in delivery of

goods cannot exceed the amount of the transportation cost agreed in the multimodal transport contract.

8.4. The MTO is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the MTO done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

## **9. The right of lien**

The MTO shall have the right of lien on the goods and documents in his charge, until the MTO is fully paid for the transportation and reimbursed for other costs incurred in connection with the transportation, unless otherwise agreed by the Contract.

## **10. Liability of the consignor**

The Instrument shall provide that:

10.1. The consignor is deemed to have guaranteed to the MTO all information given with respect to the goods, and, in particular, wherever applicable, their dangerous character.

10.2. The consignor shall indemnify the MTO against any loss resulting from inaccuracies in or inadequacies of the particulars referred to above.

10.3. The consignor shall remain liable even if the multimodal transport document has been transferred by him.

10.4. The right of the MTO to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

## **11. Time-bar**

11.1 The time-bar set for all purposes of the Instrument, shall be one year.

11.2 Time begins to run for the purposes of the time bar on the day following the day of delivery of the goods or the date when the goods should have been delivered.

## **12. The scope of the Instrument**

Where neither other international agreements and conventions nor the Instrument make specific provisions, national law and the provisions of the contract shall apply.