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Transport Interoperability CIM/SMGS

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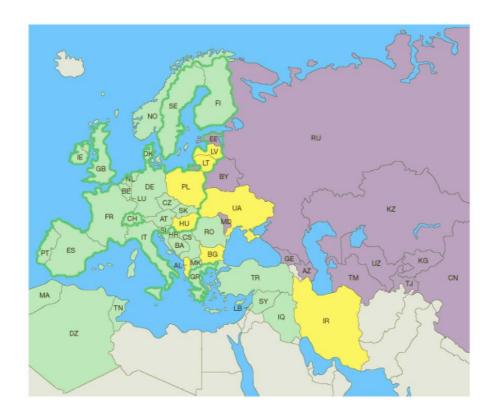


Agenda:

- Historical background of the two legal regimes CIM & SMGS
- The answer of the CIT & OSJD and the starting point of the common project "Transport Law Interoperability CIM/SMGS"
- First stage of the project: Common CIM/SMGS consignment note / Paper and Electronic Version
- Second stage of the project: Standard rules for handling CIM/SMGS claims
- Third stage of the project: Unified Eurasian Railway Law



CIM and SMGS states





Customer requirements:

- Improvement in the CIM/SMGS interface
- Drawing up of a common CIM/SMGS consignment note
- Introduction on specific Trans-European corridors, e.g. Corridor II (Berlin – Moscow) or Corridor III (Dresden – Kiev)
- Demand driven approach
- Both customers and railways had the same objectives
- Further spepps



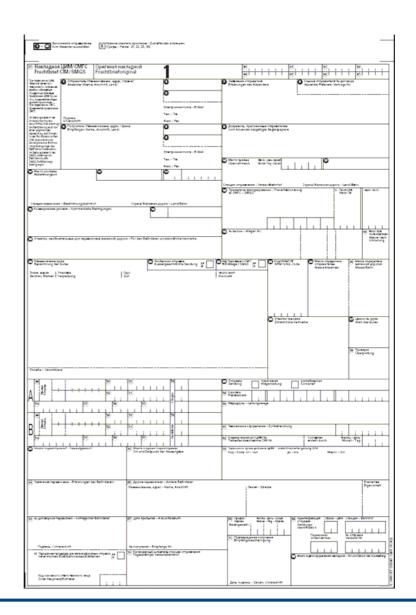
CIT & OSJD Answer:

- CIT/OSJD Project "Transport Law Interoperability CIM/SMGS"
- Creation of a common CIM/SMGS consignment note which provides evidence of the existence of both contracts of carriage, and which is
- recognised as a customs and bank document which can be used without restriction in the customs territories of the EU-EFTA and Russia, Belarus and Ukraine, and which
- does not compromise the liability provisions.

Since 1. 9. 2006 in force!

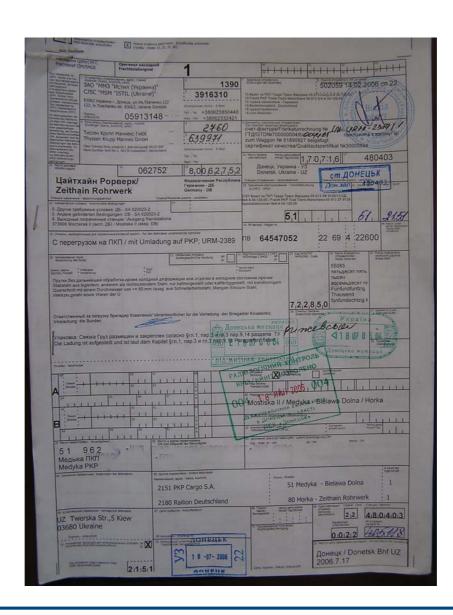


Common CIM/SMGS consignment note Specimen





Mostiska II





Electronic common CIM/SMGS consignment note

- Legal basis for the electronic exchange of consignment note data:
 - Article 6 § 9 CIM: based on functional equivalence
 - Article 7 § 14 SMGS: based on an agreement between the carrier and the customer
- The following provisions are still being worked on:
 - Transmission of messages
 - Content of messages
 - Legal specifications
 - Functional specifications
 - Technical implementation



The second stage of the project

- Drafting of harmonised CIM-SMGS provisions for liability of the legal relationships between the
 - customer and carrier
 - carriers themselves
- Balanced solutions and priorities
- Guideline to the liability clauses in the CIM and SMGS
 - Section I: Summary of the most important basic principles and the differences of the liability CIM and SMGS
 - Section II: Table comparing the liability clauses in the CIM with those in the SMGS including a brief commentary by the CIM/SMGS Legal Group
- Common CIM/SMGS formal report
- Legal presumption following reconsignment

CIM/SMGS claims handling



Common CIM/SMGS Formal Report

- Legal basis
 - Article 42 CIM and 18 SMGS
 - Annex to the CIM/SMGS Manual and Annex 22 SMGS
- Purpose and Content
- Seals
- Production of the form and Specimen
- Instructions for completion
 - Languages
 - Who is to complete
 - Remarks



Common CIM/SMGS formal report

Specimen

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Legal presumption following reconsignment

Conditions for the legal presumption to apply:

- Carriage using the common CIM/SMGS consignment note (i.e. the consignment remains under the supervision of the carrier/railway at the reconsignment point)
- No irregularity apparent on handover at the reconsignment point
- Loss or damage
 - discovered after reconsignment (which can be during transhipment provided it takes place after reconsignment) or at the final destination
 - liability in accordance with the second contract of carriage

Provision parallel to Article 28 CIM



Standard rules for handling CIM/SMGS claims

- Recourse between the carriers (railways)
- Legal basis Article 49-52 CIM = Article 32-33 SMGS
- The CIM and SMGS have similar provisions for joint and several liability on the part of the carriers (railways).
- Disputes between SMGS railways are to be resolved by negotiation in accordance with agreements made either at claims or at tariff conferences
- In accordance with the CIM, carriers have the option to make agreements between themselves

Standard rules for handling CIM/SMGS claims



Looking forward: The next step will be taken today!

