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Towards unified railway law in the pan-European region and on Euro-Asian transport corridors

Draft summary of responses received during 2022 consultations on the development of the Unified Railway Law

Note by the secretariat

I. Background

1. The Economic Commission for Europe (ECE) Working Party on Rail Transport (SC.2) agreed at its seventy-fifth session (Geneva, 17–19 November 2021) to hold consultations on Unified Railway Law (URL) until the seventy-sixth session in November 2022. SC.2 also requested its Chair to manage these consultations.

2. These consultations have been agreed upon due to the fact that no consensus was reached on the development of URL at the seventy-fifth session.

3. There are two approaches to development of URL which have been worked out in the course of the mandate of the Group of Experts towards Unified Railway Law (Group of Experts). In fact, these approaches are the starting points for the 2022-agreed consultations:

- Approach A which envisages the creation of unified rules for rail transport on Euro-Asian corridors in areas where they are urgently needed by the industry – i.e. the contract of carriage – while leaving unaffected the two existing rail organizations and the legal rules (in particular Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) and Agreement on International Freight Traffic by Rail (SMGS)) applicable for the transport of goods within their respective territories (interface law); and
- Approach B which envisages the creation of a single set of unified legal rules for any cross-border rail transport in the Euro-Asian area replacing the existing systems of CIM and SMGS and only being put in force after all annexes (e.g. infrastructure, rolling stock, wagon law, transport of dangerous goods, etc.) have been negotiated and adopted. According to this approach the industry does not have an urgent demand in the third legal regime, as CIM/SMGS consignment note provides seamless railway deliveries.

4. In the work of the above-mentioned Group of Experts the need to understand the views of all countries, signatories of the Joint declaration towards URL was often raised. Therefore the 2022 consultations should help to learn those views from the signatory countries as well as other interested countries from the ECE region as well as from other regions.

5. Thirty-five ECE member States signed the Joint declaration towards URL in 2013, as follows: Armenia, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Finland, France, Germany, Greece, Italy, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Malta, Netherlands, North Macedonia, Poland, Portugal, Republic of Moldova, Romania, Russian Federation, Serbia, Spain, Sweden, Switzerland, Tajikistan, Türkiye, Ukraine and Uzbekistan.

6. Also, two non-ECE member States signed that Joint declaration: Mongolia and Pakistan.

7. To facilitate the consultations, a simple questionnaire has been developed and circulated on behalf of SC.2 chair in early May 2022 to transport ministries of ECE member States with railway operations, to the two non-ECE member states who sighed the Joint declaration as well as to the Organization for Cooperation of Railways (OSJD) and the Intergovernmental Organisation for International Carriage by Rail (OTIF). The questionnaire has been also shared with experts who participated in the Group of Experts. The recipients of the questionnaire have been requested to return it by 10 June 2022 to the ECE secretariat.

8. By the time of preparation of this document twenty ECE member States returned the completed questionnaire, as follows: Belarus, Belgium, Bosnia and Herzegovina, Finland, France, Germany, Kyrgyzstan, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Republic of Moldova, Russian Federation, Slovakia, Slovenia, Sweden, Türkiye, United Kingdom of Great Britain and Northern Ireland and Uzbekistan. Also, Deutsche Bahn, the International Rail Transport Committee (CIT) and OTIF answered it.

9. While not all the signatories of the Joint declaration responded to the questionnaire, it is noted with appreciation that responses were received from countries which have not been actively involved in the discussion on URL in the recent years neither in the Group of Experts nor in SC.2, among them: Belarus, Bosnia and Herzegovina, Finland, Kyrgyzstan, Latvia, Republic of Moldova, Slovakia, Sweden and Uzbekistan.

10. This document compiles responses received from the aforementioned countries and entities and indicates to issues which SC.2 may wish to discuss further. For ease of reference, they have been marked in the text below in italics.

II. Responses received

A. Favoured approach to the development of the Unified Railway Law

11. Sixteen countries (Belgium, Bosnia and Herzegovina, Finland, France, Germany, Kyrgyzstan, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Slovakia, Slovenia, Sweden, Türkiye and United Kingdom of Great Britain and Northern Ireland) informed of favouring Approach A. This approach is also preferred by OTIF, CIT and Deutsche Bahn AG.

12. Three countries (Republic of Moldova, Russian Federation and Uzbekistan) favoured Approach B.

13. Finally, Belarus suggests an alternative approach, as a compromise solution, which would combine Approaches A and B. In view of Belarus, the first step should comprise a development of a stand-alone rail contract for goods carriage law in the Euro-Asian area to be applied by parties to the contract of carriage on a voluntary basis in parallel to CIM and SMGS (Approach A). In the second step, CIM and SMGS should be phased out and the stand-alone rail contract for goods carriage international law, further amended if needed based on experience and suggestions of the Parties to that instrument, should be the only international law to govern contract of goods carriage by rail in international traffic (Approach B according to Belarus).

14. The suggestion from Belarus may need to be further clarified, since Approach B entails also harmonization of other than just contract of goods carriage law in the Euro-Asian area. *It should thus be clarified whether Belarus envisages URL to address only the contract of goods carriage law or also other laws.* As stated by the Russian Federation, as a supporter of Approach B, the aspiration of work on URL, in view of the Russian Federation, and further to their interpretation of the Joint declaration, is the creation of URL incorporating all aspects of the two existing legal systems under OSJD and OTIF.

15. Responses received are detailed in annex – responses to question 1.

B. Benefits or lack of benefits to the freight transport industry carrying goods between Europe and Asia from the availability of the Convention on the contract for international carriage of goods by rail as a possible first Convention of a system of URL

16. Many countries in favour of Approach A refer to numerous benefits from the adoption of the Convention on the contract for international carriage of goods by rail (CCICGR). In their view, the availability of the Convention which would allow to conclude a single contract of carriage for specific international transport of goods by rail between Europe and Asia, with a single consignment note subject to a single legal regime would have significant benefits. These would include: a reduction of administrative costs, reduction of transportation time, simplification of procedures and more transparency on rail regulations from client's point of view.

17. It is also pointed out that there will be no particular burden on the contracting parties to adopt the new Convention, as it is clear, simple, and similar to what the countries already know from the road sector due to CMR Convention. The accession to the Convention would thus have a very little impact on the financial and administrative resources of the future contracting parties. Also, it is considered that adoption of the Convention will not create any burden on ECE secretariat for administering the Convention for its contracting parties, should that function be assigned to ECE. It is also pointed out that the Convention does not conflict with existing international laws and rules due to that fact that it was designed to serve as an interface law, which is also considered as its benefit.

18. At the same time, it is mentioned that there is less benefit from CCICGR for countries that operate both in CIM and SMGS regimes. As a matter of fact, in these countries either CIM or SMGS regime would be applied if the carriage would start in these countries.

19. Also, countries that have in place bilateral agreements on direct international rail services which also serve the interests of third countries draw attention to the fact that they would continue to apply these agreements.

20. Last but not least, the contractual freedom for parties to the contract, and so their ability to decide on various details of the contract to suit their individual needs, is also pointed at as another benefit from CCICGR, although this view does not appear to be shared widely (please see paragraph 35).

21. Belarus suggests that its approach to the development of URL would offer benefits to the rail freight industry in a way that it would eliminate the need of reissuing transport documents and that a single legal framework would govern interactions among parties to the contract along the entire transport route. It would further allow for application of CIM and SMGS in the initial phase thus not disrupting the established relations among collaborating entities. *Member States may consider how this suggest diverges from Approach A, further clarified may be required*. At the same time, Belarus believes that after the initial phase, it would not be advisable to have three different legal regimes in place to govern in principle the same legal aspect addressing the contract of carriage. In this regard, it should be pointed out, as brought up by some countries, that Article 3 of COTIF obliges OTIF member states to concentrate in principle their international cooperation within the framework of OTIF while Article 4 of COTIF requires a decision of the OTIF General Assembly to transfer the task of developing a comprehensive international railway legal framework to another

organisation. *In that sense, the proposal from Belarus and the requirements under COTIF may need to be considered further.*

22. In opposition to the views expressed by countries in favour of Approach A, the Russian Federation emphasizes that CCICGR (i) does not meet the aims and objective of the Joint declaration; (ii) has a restricted scope of application; and (iii) fails to address technical, technological and operational issues that are inextricably connected to the process of carriage.

23. The Russian Federation also points out that it would be doubtful for CCICGR to bring any benefit, since the already unified CIM/SMGS consignment note allows to significantly reduce the time and operational and financial costs of all parties involved in the carriage. *Possibly the reference to the reduction of financial costs should be further clarified since unified CIM/SMGS consignment note is still subject to two legal regimes.*

24. Finally, Uzbekistan says that there is no need to change legal regulations as CIM and SMGS regimes already ensure uninterrupted rail transport. Uzbekistan further informs that Approach B allows avoiding radical changes to the existing legal framework for CIM and SMGS. *This possibly should be further explained, given that Approach B is meant to develop URL as a new framework convention that would address all aspects of rail law covered by OSJD and OTIF.*

25. Reponses received are detailed in annex – responses to questions 2 and 3.

C. Benefits from unifying other laws such as wagon law, infrastructure law, etc. to the industry involved in freight transport between Europe and Asia, or preconditions required to endorse the efforts necessary to unify these other laws

26. The Russian Federation points out that the harmonisation of technical requirements for infrastructure and rolling stock would allow for the carriage of a wider range of goods, including those classified as hazardous, perishable, or oversized.

27. The Republic of Moldova does not refer to benefits from unifying laws other than the contract of carriage. They only mention the benefits from unifying the consignment note. *It might be worth therefore for the Republic of Moldova to further clarify why Approach B is favoured.*

28. On the other hand, countries in favour of Approach A see either no need or no immediate need to harmonize laws such as on use of infrastructure, rolling stock or wagon laws. They point out to the difference between laws covering commercial and technical aspects, where the unification of the latter would require substantial effort in terms of time and resources.

29. Moreover, Poland believes that taking into consideration the existing technical conditions (different gauges) transhipment of goods from wagons of one gauge to the other gauge is necessary. They mention that the movement of entire trains requires changeover of wheelsets or mixed couplings which is not practiced. Should however entire trains be able to cross the gauge break, the further unification of laws such as on use of infrastructure or wagons would appear to be more justified. It would be also justified to do so if licences to carriage of goods on networks of foreign railway authorities be practiced, as this would result in so-called independent transportation with use of own traction by carriers.

30. It is further mentioned that there is no acute regulatory problem with transport of dangerous goods between Europe and Asia. *It might thus be further clarified why in opinion of some countries harmonization of other laws is of high importance to facilitate carriage between Europe and Asia while for others there has been no acute problems identified.*

31. Belarus points out to the fact that it is unclear as to what the creation of a single set of unified legal rules should pertain to and so it appears to see URL as CCICGR which phases out CIM and SMGS after an initial time. At the same time, they suggest that URL to be established should: "… independently and in complex manner address the regulation of relationships in the carriage of goods without reference to other systems of laws". *This notion may need to be further clarified by Belarus.*

32. Reponses received are detailed in annex – responses to questions 4 and 5.

D. Provisions in draft Convention on the contract for international carriage of goods by rail which cannot be accepted

33. The majority of countries in favour of Approach A endorse the draft text of CCICGR as they do not appear to identify any provision which would seem unacceptable. At the same time, they fully accept that the work on the final examination of all the provisions is still outstanding.

34. Poland suggests that Article 13 should be further discussed to clarify the time of delivery in case when it is not stipulated in the contract. Also, Article 28 paragraph 1, according to Poland should be clarified and preferably refer to a formal report for a notification of damage. Poland further believes that the availability of the specimen for the consignment note will be an advantage. Finally, Article 34 on recourse, according to Poland, should specify a limitation of actions on recourse as well as the rules and deadlines for making recourse.

35. The Russian Federation believes that the draft CCICGR is against its economic interest because it does not stipulate on the issues of responsibility of the parties to the carriage. The Russian Federation refers to its specific proposals as outlined in ECE/TRANS/SC.2/GEURL/2020/5. In the view of the Russian Federation, the Article on the scope of application should be redrafted. Rules need to be added on the conditions of carriage. The draft should be supplemented with provisions related to pre-contractual agreement. The Russian Federation is also interested in a specimen for the consignment note. The penalties that the consignor may be obliged to pay should be clarified and so the Article 7 paragraph 2 should be revised. The goods delivery periods should be also specified according to the Russian Federation in Article 13 rather than the Convention assuming contractual freedom of the parties to the contract to agree on such or otherwise refer to reasonable periods.

36. It is also believed that an article on the transfer of wagons should be included as the practice is also to transfer wagons onto bogies of another gauge or to use gauge-changing bogies. The Russian Federation believes that if such transfer i.e. wagons with goods takes place, such information should be specified in the consignment note. Also, the delivery period needs to be increased by the time needed for the transfer. *(This notion seems to contrast with the practice referred to in paragraph 29 above, which may need to be clarified).* Moreover, it is proposed to define specific periods of limitation for potential lawsuits related to the fulfilment of the contract of carriage. Also, the point on recourse and on final report is made by the Russian Federation similarly to Poland.

37. The Russian Federation sees clearly the aspects left as discretionary as a disadvantage of CCICGR, where parties to the contract would need to refer to established practice or national regulations. At the same time, it is noted that some other entities like Deutsche Bahn expressed a view that contractual freedom for parties to the contract, i.e. agreeing separately in a contract on discretionary issues is to be seen as an advantage of CCICGR. *These issues may thus be further discussed, with a focus on how much of the contractual freedom is to the advantage of the future parties to the contracts of carriage under CCICGR.*

38. Türkiye on the other hand suggests that the opt-in provisions (or principle of optionality) should be reconsidered, as in its opinion this would only make the implementation of CCICGR more difficult and increase risk for the legal processes not to be carried out correctly. Therefore, Türkiye appears to be of the opinion that CCICGR should be mandatory for any carriage of goods that crosses from CIM to SMGS regime and vice-versa.

39. Belarus is of the opinion that cases where the application of CCICGR would not be possible as per the existing provisions remain for discussion, including on the necessary documents accompanying carriage.

40. Finally, OTIF points out that the draft final provisions in CCICGR remain for discussion.

41. Reponses received are detailed in annex – responses to question 6.

E. Provisions in existing COTIF and SMGS rail legal regimes conflicting the Convention on the contract for international carriage of goods by rail adoption

42. OTIF member countries point out that the OTIF General Assembly would need to agree, as per COTIF Article 4, to initiating a process where any legal instrument developed by OTIF, e.g. such as CIM, would be envisaged to be replaced by another instrument like, for example, the URL framework convention. At the same time, as CCICGR has been designed as an interface law, and should it be adopted as such, it would not conflict with these COTIF provisions.

43. SMGS member countries on the other hand did not point to any SMGS provisions that would restrain the possibility of drafting new convention or conventions of URL.

44. Reponses received are detailed in annex – responses to question 7.

Annex

Responses to question 1:

Belarus	Approach C Предлагается третий подход «С», сочетающий подходы «А» и «В» в качестве компромиссного решения, с учетом позиций всех сторон: на первом этапе реализовать подход «А» путем разработки самостоятельного транспортного права, регулирующего железнодорожные перевозки на евро-азиатском пространстве, для его применения на добровольной основе заинтересованными участниками перевозки параллельно с КОТИФ/ЦИМ и СМГС, а на втором этапе (с учетом накопленного опыта и предложений сторон данного права) его усовершенствовать и рассмотреть вопрос отказа от КОТИФ/ЦИМ и СМГС, реализуя, таким образом, подход «В» Informal translation: We propose a third Approach C that combines, as a compromise solution, both Approaches A and B, while taking into account positions of all the parties: The first step would consist of implementing the Approach A through development of stand-alone transport law governing rail transport in the Euro-Asian area to be applied by stakeholders of the carriage on a voluntary basis, in parallel to COTIF/CIM and SMGS; the second step would consist of improving this approach (taking into consideration the experience and suggestions of the parties to this law) and considering phasing out of COTIF/CIM and SMGS, thus implementing Approach B
Belgium	Approach A
Bosnia and Herzegovina	Approach A
Finland	Approach A
France	Approach A
Germany	Approach A
Kyrgyzstan	Approach A
Latvia	Approach A
Lithuania	Approach A
Luxembourg	Approach A
Netherlands	Approach A
Poland	Approach A
Republic of Moldova	Approach B
Russian Federation	Approach B На протяжении 10 лет Российская Федерация в лице Минтранса России и ОАО «РЖД» позиционировала данный подход, прежде всего, исходя из положений подписанной 37-ю министрами транспорта Совместной декларации о развитии евроазиатских железнодорожных перевозок и деятельности по созданию единого железнодорожного права. Так, п.2 декларации определяет «..установление для железнодорожного транспорта регулятивных условий, эквивалентных условиям, существующим применительно к конкурирующим видам транспорта, таким как автомобильный, воздушный, внутренний водный и морской», при этом п.2а декларации четко

	предусматривает «введение единого комплекса транспарентных и предсказуемых положений и юридических норм, …позволяющего упростить процедуры пересечения границ, особенно в случае транзитных перевозок». Тем самым была подтверждена политическая воля и стремление стран Евразийского пространства совместно работать над проектом единого железнодорожного права, включающего в себя направления двух существующих правовых систем: ОСЖД и ОТИФ. Таким образом, цель проводимой работы – осуществление на единых правовых условиях перевозок грузов и пассажиров на евроазиатском пространстве и создание единственной системы права взамен существующих правовых режимов. Кроме того, следует отметить, что вариант А описывается как «создание унифицированных правил для железнодорожных перевозок по евро-азиатским коридорам в тех областях, где они срочно необходимы отрасли – например, договор перевозки». Вместе с тем, ход работы над проектом ЕЖП показал малую вовлеченность в нее железных дорог колеи 1520 мм (за исключением Азербайджана, России и Казахстана). Также констатируем отсутствие внятного запроса на срочную реализацию ЕЖП со стороны бизнеса, для которого, очевидно, более весомыми являются тарифные, таможенные и временные аспекты перевозок. Informal translation: For 10 years, the Russian Federation, represented by the Russian Ministry of Transport and Russian Railways (RZD), has promoted this approach primarily based on the provisions of the Joint Declaration on the promotion of Euro-Asian Rail Transport and Activities towards Unified Railway Law that was signed by 37 transport ministers. Indeed, paragraph 2 of the declaration stipulates establishing “legal conditions for railways equivalent with those existing for competing modes such as road, air, inland water and maritime transport”, while paragraph 2 a) of the declaration clearly provides for “establishment of a unified set of transparent and predictable provisions and legal rules (...) that would facilitate border crossing procedures, particularly for transit traffic”. This confirmed the political will and aspiration of the Eurasian countries to work together on the Unified Railway Law project incorporating the aspects of the two existing legal systems – OSJD and OTIF. Thus, the aim of the ongoing work is to provide the same legal conditions for carriage of goods and passengers in the Eurasian region and to create a single law system to replace the existing legal regimes. It should also be noted that approach A is described as “creation of unified rules for rail transport on Euro-Asian corridors in areas where they are urgently needed by the industry – i.e., the contract of carriage”. At the same time, the progress on the URL project has shown low involvement of 1,520 mm gauge railways (except for Azerbaijan, Kazakhstan and the Russian Federation). We also note the lack of a clear demand for the urgent implementation of the URL from business, which is clearly more concerned with the tariff, customs, and time aspects of carriage.
Slovakia	Approach A
Slovenia	Approach A
Sweden	Approach A
Türkiye	Approach A Considering the developments in our country in terms of international freight transportation, especially the commissioning of the Baku-Tbilisi-Kars Railway Line and the increasing load volume since the launch of this line (October 2017), the development of the URL has become even more important for Türkiye. We currently adopt Approach A.
United Kingdom	Approach A
Uzbekistan	Approach B

	Since the creation of a single set of uniform legal norms for any cross-border rail transport in the Eurasian space, replacing the existing CIM and SMGS systems, is possible only after the adoption of all annexes (for example, infrastructure, rolling stock, transport of dangerous goods, etc.), the Approach B is considered as the most relevant option.
OTIF	Approach A At its fifteenth session, OTIF's General Assembly, which was held on 28 and 29 September 2021, supported the formation and adoption of an interface law between COTIF/CIM and SMGS to facilitate international rail freight transport between Europe and Asia. However, this interface law must not conflict with the CIM UR. See informal document SC.2 No. 1 (2021).
CIT	Approach A
DB	Approach A

Responses to question 2:

Belarus	Применение подхода «C» позволит использовать такие преимущества, как исключение переоформления перевозочных документов, реализация единого правового регулирования взаимоотношений между участниками перевозки на всем пути следования груза с одновременной возможностью применения КОТИФ/ЦИМ и СМГС с учетом интересов заинтересованных лиц, не ломая сразу сложившиеся отношения и логистику. Informal translation: Approach C would offer benefits such as eliminating the need for reissuing of transport documents and the implementation of a single legal framework governing interactions among participants of the carriage along the entire transport route, while allowing for the application of COTIF/CIM and SMGS according to stakeholder interests without an immediate disruption of the established relationships or logistics.
Belgium	Les activités de transport ferroviaire, comme toute activité économique, nécessitent, pour leur bon développement de reposer sur une sécurité juridique accrue. C'est la raison pour laquelle disposer d'une convention jouant un rôle d'interface entre les instruments juridiques existants dans le domaine du contrat de transport (régimes CIM et SMGS) présente un intérêt pour le secteur dans sa globalité. Une telle approche est également essentielle dans le cadre du report modal en faveur du rail. Informal translation: Rail transport activities, like any economic activity, require, for their proper development, to be based on increased legal certainty. This is why having a convention acting as an interface between the existing legal instruments in the field of transport contracts (CIM and SMGS regimes) is of interest for the sector as a whole. Such an approach is also essential in the context of the modal shift in favour of rail.
Bosnia and Herzegovina	Bosnia and Herzegovina support Approach A considering as industry involved in the cargo transportation between Europe and Asia. Also, we keep in mind practical facts of trains exploitation from the field in order to improve and accelerate cargo carriage between the two continents.
Finland	Finland has a bilateral agreement with the Russian Federation on direct international rail services and the agreement serves also the interests of any third countries and parties as it is the obligation of Finland to ensure that transit traffic e.g. from Sweden via Finland to the Russian Federation fulfils the requirements of the bilateral state agreement. Likewise, it is the obligation of the Russian Federation to ensure that transit traffic e.g. from China or Kazakhstan fulfil the requirements of the bilateral state agreement. Furthermore, Finland considers that any

	multilateral agreement should be built upon the existing multilateral agreements (i.e. on OTIF and OSJD). However, because of the brutal war that Russia has started against Ukraine, Finland (and its railway undertakings) will gradually end all direct international rail traffic between Finland and Russia. The (rail container) transit traffic to Asia will be re-routed e.g. via Turkiye, Georgia, Armenia, Azerbaijan, Kazakhstan to China. Therefore, URL (establishing an interface legal regime for the contract of carriage of goods (OTIF/CIM and OSJD/SMGS especially single liability regime)) could facilitate rail freight traffic between Europe and Asia.
France	Businesses rely on foreseeable and easy-to-handle legal rules. For this reason, unification of law plays a key role in international trade. With regard to international transport, a number of international contract of carriage conventions exist that proved very successful and essential for transport operations in Eurasian trade. The most prominent example is Convention on the Contract for the International Carriage of Goods by Road (CMR) which has 58 Contracting parties from both Europe and Asia. A Convention on the contract for international carriage of goods by rail as a possible first Convention of a system of Unified Railway Law would play a similar role for rail transport that the CMR plays for road transport. It would create a predictable legal environment for the civil law aspects of rail transport between Europe and Asia, i.e. it would clarify issues related to the formation of the contract, the rights and obligations of the parties involved, liabilities, etc. One transport could be covered in one transport contract.
Germany	Businesses rely on predictable and easy-to-use legal rules. For this reason, unification of law plays a key role in international trade. With regard to international transport, for all modes of transport other than rail international contract of carriage conventions exist that proved very successful and essential for transport operations in Eurasian trade. The most prominent example is the Convention on the Contract for the International Carriage of Goods by Road (CMR) which has 58 Contracting parties from both Europe and Asia. A Convention on the contract for international carriage of goods by rail as a possible first Convention of a system of Unified Railway Law would play a similar beneficial role for rail transport that the CMR plays for road transport. It would create a predictable legal environment for the civil law aspects of rail transport between Europe and Asia, i.e. it would clarify issues related to the formation of the contract, the rights and obligations of the parties involved, liabilities, etc. One transport could be covered by one transport contract. By contrast, today at least two legal regimes apply for goods transport by rail between Europe and Asia, OTIF's CIM regime and OSJD's SMGS regime. This increases the legal complexity of a transport and associated costs.
Kyrgyzstan	Because our organisation is SMGS
Latvia	Such an approach would establish an interface legal regime for the contract of carriage of goods (single liability regime) when neither COTIF/CIM nor SMGS are applicable. Approach A is a voluntary choice of the contracting parties. The URL Convention on the contract for international carriage of goods by rail would not interfere with existing mandatory regulations at national or regional level, does not create a new layer of international law and does not require large investments.
Lithuania	Today at least two legal regimes are involved for a rail transport between Europe and Asia – OTIF's CIM regime and the OSJD's SMGS regime. This increases the legal complexity of a transport and associated costs. Convention on the contract for international carriage of goods by rail as a possible first Convention of a system of Unified Railway would help to create a predictable legal environment for rail transport between Europe and Asia, would help to clarify issues related to the formation of the contract, the rights and obligations of the parties involved, liabilities, etc.
Luxembourg	On the rail operators and their customers: Rail operators and their customers would be the direct beneficiaries of the present proposal for URL as a contract of carriage's convention. It would indeed provide them the possibility to conclude a single contract of carriage for specific international transport of goods by rail

	between Europe and Asia, accompanied by a single consignment note that is subject to a single international legal regime. Overall, the draft Convention on the Contract for the international carriage of goods by rail would give rail operators and their customers the ability to move freight across the Eurasian continent in a quick, cost-effective manner, based on a uniform legal regime with minimal administrative burden. On the participating States (contracting or signatory to the draft Convention): Following the initial effort to negotiate and agree on a final text for the Convention, there would be no particular (negative) impact for the participating States. From the legal perspective, the proposed instrument is clear, simple, and similar to what already exists in the road sector (CMR Convention). It would simply require the one-off tasks for signature and ratification of the text of the Convention. As indicated before, the implementation of the Convention as such would have very little impact on the financial and administrative resources of the participating States. The existing structures at ECE level are sufficient to allow the necessary monitoring and administration. On the relevant organizations, intergovernmental organizations and industry associations: Being a proposal for an interface law, the draft Convention on the Contract for the international carriage of goods by rail does not conflict with the existing CIM and SMGS rules, which apply for international rail traffic within the boundaries of their respective geographical areas.
Netherlands	Approach A will make possible a single contract of carriage for Euro-Asian transport; which directly beneficial to the rail freight customers. Approach A makes also possible additional steps at medium/long term.
Poland	For Railway Undertakings and Clients from the States applying only CIM Uniform Rules, there are many benefits, namely: 1) Transparency of railway regulations from the Client's point of view 2) Reduction of administrative costs 3) Reduction of transportation time 4) Simplification of procedures Railway undertakings and Clients from Austria, France, Germany, etc. will benefit the most. Poland, as the country in transit has no impact on the decision of the Consignor operating in one of these countries, and it can be assumed that is up to the Consignor to decide whether or not to apply the URL Convention. Generally, from the point of view of railway undertakings currently applying both the CIM Uniform Rules as well as SMGS, the benefits are not so obvious. Clients, when sending goods in Poland in the eastern direction, will apply SMGS which are the only one and known to him/her regulations in this case, especially that Art. 1 SMGS "Object of the Agreement" stipulates as follows: "This Agreement shall establish direct international railway communications for freight transport between the railways (…), while Art. 3 SMGS stipulates that "§1 This Agreement shall establish a common legal basis for contracts for the carriage of goods in international through railway traffic and international through railway-ferry traffic".
Republic of Moldova	N/A
Russian Federation	N/A
Slovakia	The Convention on the Contract for International Carriage of Goods by Rail as a possible first Convention of a system of Unified Railway Law is a generally known document for all subjects of the industry that will help all participants who are involved in freight transport between Europe and Asia.
Slovenia	-
Sweden	As there currently are no freight transport by rail being carried out directly between Asia and Sweden, we do not have any practical experience with regards to benefits to the industry. However, a step-by-step approach involving development of an "URL contract of carriage's Convention" as a first step seems more pragmatic. Such a convention that would co-exist with

	the relevant rules of OTIF and OSJD would also likely be more achievable than a global framework involving the dissolution of OTIF and OSJD. It is important that any such interface law must not conflict with the CIM UR.
Türkiye	Though Approach A, in freight transportation between Europe and Asia (interface law) a uniform legal base for a cargo transported by rail from its origin to its destination will be ensured and therefore, it will be possible to conclude the contract of carriage between the origin railway undertaking and freight owner as valid across the entire corridor. Thus, the freight to be transported will be welcomed by the freight owners and the logistics sector, as it will be guaranteed by the intonational common law along the entire corridor.
United Kingdom of Great Britain and Northern Ireland	The proposed Convention would address a clear, identified gap which would assist in the facilitation of international rail freight traffic between Europe and Asia, based on extensive work, discussions and consultations by industry, led by the Group of Experts over several years. This solution would represent a first step in potentially developing a wider framework in due course. By evolving this framework over time, this will allow for targeted legal instruments, addressing clear gaps and areas for improved integration, to be developed and implemented more effectively. This evolutionary approach will enable SC.2 and member States to develop solutions and targeted interventions in a timely fashion which do not cut across or overlap with other existing legal frameworks and instruments.
Uzbekistan	-
OTIF	OTIF is an intergovernmental organisation and is not a representative of the industry. However, such an approach would establish an interface legal regime for the contract of carriage of goods (in particular single liability regime) when neither COTIF/CIM nor SMGS are applicable.
CIT	Significant simplification of the legal framework for Eurasian transports. One contract and one single liability regime. More harmonization, less costs.
DB	Transport is an essential part for the development of international trade. As over the past decades, international trade, particularly between Europe and Asia, has exploded. Rail transport has proven to be a good alternative to maritime transport and/or air transport, being twice as fast as maritime transport and considerably cheaper than air freight. But as rail transport law for international traffic in Eurasia is currently managed through two main distinct regimes (COTIF/CIM and SMGS), this puts rail transport at a competitive disadvantage vis-à-vis other transport modes, which benefit for long of a harmonized legal framework for international carriage of goods (road transport – CMR, maritime transport – Hague-Visby Rules and air transport – Montreal Convention). At the moment freight forwarders and railway undertakings have to conclude two contracts, under two different legal regimes, which creates unnecessary burden and constraints on business operation. The necessary re-consignment of the goods at the handover point between the CIM and SMGS freight law regimes results in additional costs and delays. And the application of two different legal regimes for one transportation of goods by rail implies that customers face serious hurdles identifying and enforcing claims in the event of cargo loss or damage. With Approach A, as defined in the accompanying letter of Mr. Yuwei Li, Director, Sustainable Transport Division, UNECE (UNECE/2022/TRANS/9), the aforementioned problems can be resolved, as it provides participating rail operators and their customers with the option of signing a single transportation contract covering an entire route when using international (Europe-Asia in particular) rail connections, and of making this contract subject to a single international legal framework by means of a joint declaration (opt-in). Approach A is a voluntary choice for the contracting parties. It will continue to be possible to use CIM and SMGS for transporting cargo between Europe and Asia if the parties believe that the URL-Convention on the contract for international carriage of goods by rail is not suitable for the consignment in question. The contracting parties will then still have to deal with the aforementioned difficulties (e.g. two freight contracts). Opting for the URL-Convention on the contract for international carriage of goods by rail entails a host of advantages for the contracting parties/the industry involved:

	1. Application of a single, simple and clear legal regime that focuses only on the main issues connected with rail freight transport. This regime covers the entire transport route from the sender's premises to the recipient's premises. It is not necessary to take multiple freight transportation frameworks and their different contents into account. It therefore simplifies the regulations, the handling process and documentation and furthermore reduces and speeds up the administration processes. 2. Use of a single end-to-end URL consignment note that is subject to just one transport law regime and no longer has to factor in two regulatory systems in the manner of the CIM/SMGS consignment note. The URL consignment note also eliminates the need to "resubmit" a consignment at the border between the CIM and SMGS systems. 3. Consideration of the contracting parties' preferences by strengthening their ability to select what kind of contract they want. The parties signing the contract of carriage can decide many of the details of the contract to suit their individual needs. It so strengthens contractual freedom for the parties. 4. Incorporation of certain supplementary transport activities with other modes of transport (multimodal transport) for the entire route covered by URL. For example, container transport by lorry or barge is becoming increasingly important as a means of moving freight between senders and transshipment terminals, and from arrival terminals to recipients. It will be possible to address this fact in an end-to-end URL transportation contract. 5. A single system for liability covering loss, damage or delays. It will apply to all rail operators participating in end-to-end transports, and there will be no need to factor in the different liability regulations of differing legal systems. 6. It will be possible to ensure a minimum liability level for the carrier, with specific upper compensation thresholds. However, the contracting parties can agree to specify a higher liability threshold for the carrier. In certain situations, the sender's liability can be limited to the same figure as the carrier's liability. All in all, the Unified Railway Law by way of a Convention on the contract for international carriage of goods by rail gives rail operators and their customers the ability to move freight in a quick, cost-effective manner on routes between Europe and Asia, based on a uniform legal system that entails little administrative work. The single legal mechanism of the Unified Railway Law will let rail companies and their customers use a single, end-to-end freight contract and consignment note to cover distances of over 10,000 km in a manner that parallels the ability of competitors in the road haulage and shipping sectors to undertake long-distance transportation. The URL-Convention on the contract for international carriage of goods by rail would not interfere with existing mandatory regulations at national or regional level as it is an interface law, does not create a new layer of international law, does not require large investments, is a simple document (not hundreds of pages) and could therefore provide for a solid solution in a foreseeable timeframe as desired by the industry.

Responses to question 3:

Belarus	В перспективе нецелесообразно наличие ряда транспортных прав (КОТИФ/ЦИМ, СМГС, единого железнодорожного права), имеющих по сути один предмет регулирования (перевозка грузов в международном железнодорожном сообщении) и решающих одну и ту же задачу на соответствующих маршрутах разными инструментами регулирования перевозок и взаимоотношений между их участниками. Применение только подхода «А» (без перспективы реализации подхода «В») при перевозке груза усложнит оформление документов, логистику при использовании разными лицами на отдельных участках пути разных режимов правового регулирования договора перевозки. Informal translation: In the future, it would not be advisable to have in place several systems of transport law (COTIF/CIM, SMGS, Unified Railway Law) that have essentially the same subject of regulation (that is, carriage of goods in international rail traffic) and address, on the respective routes, the same issue through different tools for the regulation of carriage and interactions among its participants. In cases where different persons apply, on stand-alone sections of the

	route, different regimes regulating the contract of carriage, the application of Approach A only (without any perspective for the implementation of Approach B) would complicate the issuance of documents and logistics during the carriage of goods
Belgium	N/A
Bosnia and Herzegovina	N/A
Finland	N/A
France	N/A
Germany	N/A
Kyrgyzstan	Do not mind
Latvia	N/A
Lithuania	N/A
Luxembourg	N/A
Netherlands	N/A
Poland	As mentioned above
Republic of Moldova	-
Russian Federation	Разработанный Рабочей группой проект правовых положений перевозок грузов в международном сообщении: - не отвечает целям и задачам декларации, упомянутой в ответе 1 вопросника - является лишь договором перевозки и даже третьим правом в дополнение к действующим ЦИМ (ОТИФ) и СМГС (ОСЖД) его назвать нельзя. Помимо договора право должно включать неразрывно связанные с процессом перевозки технические, технологические и эксплуатационные вопросы – о требованиях к подвижному составу, инфраструктуре; - ограничен в применении только перевозками между странами, применяющими ЦИМ и СМГС, и, соответственно, определенными маршрутами. Существенной пользы разработанный документ не принесет с учетом успешно применяемой унифицированной накладной ЦИМ/СМГС, позволяющей значительно сократить временные, эксплуатационные, финансовые издержки всех участников перевозки. Informal translation: The draft legal provisions for the international carriage of goods developed by the Working Party: - does not meet the aims and objectives of the declaration referred to in response 1 to the questionnaire; - constitutes only a contract of carriage and cannot even be called “a third law” in addition to the existing CIM (OTIF) and SMGS (OSJD). Besides the contract, the law must cover technical, technological, and operational issues (on requirements for rolling stock and infrastructure) that are inextricably connected to the process of carriage; - has scope of application restricted to carriage between CIM and SMGS countries and, therefore, to certain routes only. The drafted document will not bring any significant benefit considering the successful implementation of the unified CIM/SMGS consignment note, which significantly reduces the time, operational and financial costs of all parties involved in carriage.

Slovakia	N/A
Slovenia	-
Sweden	N/A
Türkiye	N/A
United Kingdom	N/A
Uzbekistan	According to this approach, there is currently no need for the industry to change or create a new regime for the legal regulation of the contract of carriage, since the CIM and SMGS consignment note ensures uninterrupted rail transport. In addition, the "B" Approach allows avoiding radical change the existing legal framework for CIM and SMGS, retraining personnel to work according to the requirements of new legal norms, and additional costs for replicating new forms of consignment notes and regulatory documents are eliminated.
OTIF	N/A
CIT	N/A
DB	N/A

Responses to question 4:

Belarus	Полагаем целесообразным решать вопрос применения единого железнодорожного права с отменой КОТИФ/ЦИМ и СМГС постепенно с учетом интересов как перевозчиков, так и грузовладельцев, давая возможность решать вопрос о применении единого железнодорожного права эволюционным путем на основе результатов, доказывающих его эффективность и жизнеспособность. Informal translation: We believe it would be reasonable to address the question of the Unified Railway Law implementation and the phase-out of COTIF/CIM and SMGS in a gradual manner, taking into account the interests of both carriers and cargo owners, thus allowing for the Unified Railway Law implementation to be decided upon in an evolutionary way based on results proving its effectiveness and viability.
Belgium	N/A
Bosnia and Herzegovina	N/A
Finland	N/A
France	N/A
Germany	N/A
Kyrgyzstan	-
Latvia	N/A
Lithuania	N/A
Luxembourg	N/A

Netherlands	N/A
Poland	It is worth to outline that the elaboration of a system of unified railway law (as it is the case of air transport or maritime transport) would benefit all the stakeholders. Taking into consideration current technical conditions (different gauges: 1,435 mm and 1,520 mm), transhipment of goods from wagons of one gauge to wagons of a different gauge is necessary. 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. Nevertheless, provided that it will be possible, elaboration of a unified law to use the infrastructure would be justified, e.g. in the case of enabling for the carriers to obtain the license to carriage of goods on the networks of foreign railway authorities. This could result in the launch of the so-called independent transportation, with use of own traction by the carriers.
Republic of Moldova	Использование унифицированной накладной позволит сократить время на переоформление провозных документов, сократиться процедура оформления провозных документов на пространстве Европа-Азия. Informal translation: The use of a unified consignment note would allow to reduce the time for reissuing shipping documents, and to shorten the procedure for shipping documents issuance in the Euro-Asian area.
Russian Federation	Польза от унификации технических требований к инфраструктуре и подвижному составу (разработка единых требований, возможное создание единой технической базы) позволит осуществлять перевозку большей номенклатуры грузов, в том числе, относящихся к категории опасных, скоропортящихся, негабаритных и т. д. Осуществление внутренних перевозок (каботажных) регламентируется не транспортным правом, а Генеральным Соглашением по торговле услугами (ГАТС), а именно доступом на рынок и по национальному режиму (XXVI–XXVII статьи ГАТС). Вместе с тем, в отношении Российской Федерации необходимо отметить, что на инфраструктуре ОАО «РЖД» фактически существует единственный перевозчик грузов. Informal translation: The benefit of harmonisation of technical requirements for infrastructure and rolling stock (development of uniform requirements, possible establishment of a unified technical basis) will allow for carriage of a wider range of goods, including those classified as hazardous, perishable, oversized, etc. Domestic (cabotage) transport operations are governed by the General Agreement on Trade in Services (GATS), namely provisions on market access and national treatment (GATS Articles XXVI to XXVII), rather than by transport law. In the case of the Russian Federation, however, it should be that there is virtually only one freight carrier using Russian Railways' infrastructure.
Slovakia	N/A
Slovenia	-
Sweden	N/A
Türkiye	N/A
United Kingdom	N/A
Uzbekistan	-
OTIF	N/A

CIT	N/A
DB	N/A

Responses to question 5:

Belarus	Положение в подходе «B» о «разработке свода положений единой системы правового регулирования для любых трансграничных железнодорожных перевозок в евро-азиатском пространстве» не позволяет однозначно понять, что должен содержать такой документ, кем он принимается, решаются ли им все вопросы без отсылки к иному транспортному праву. В случае, если предусматривается создать новое транспортное право взамен существующих КОТИФ/ЦИМ и СМГС, то нет никакой разницы в его содержании с подходом «А» - параллельно применяется только КОТИФ/ЦИМ н СМГС или они отменяются. Создаваемое единое железнодорожное право должно во всех случаях самостоятельно в комплексе решать вопрос регулирования взаимоотношений по перевозке грузов без отсылки на иное право (при подходе «А»). Так как подход «В» не находит поддержки большинства, то целесообразно двигаться к нему постепенно с учетом интересов разных лиц – через отработку и последующее применение подхода «А». Informal translation: The provision in Approach B on “creation of a single set of unified legal rules for any cross-border rail transport in the Euro-Asian area” does not make it clear as to what such a document should contain, by whom it should be adopted, and whether it should address issues without any reference to other systems of transport law. If new transport law is envisaged to replace the existing COTIF/CIM and SMGS, then there would be no difference in its content compared to Approach A: only the COTIF/CIM and SMGS would apply in parallel, or they would be abolished. The Unified Railway Law to be established should, in all cases, independently and in a complex manner address the regulation of relationships in the carriage of goods without references to other systems of law (under Approach A). Since Approach B does not have the support of the majority, it would be worth moving towards it in a gradual way, while paying attention to the interests of various stakeholders, through the further elaboration and subsequent application of Approach A.
Belgium	A ce jour, il n’existe pas de besoin objectivement démontré selon lequel il conviendrait de procéder à une telle harmonisation. Un tel exercice nécessiterait également de nombreuses années de travail. Par conséquent, nous estimons que la priorité doit être donnée aux travaux relatifs au contrat de transport afin qu’ils puissent enfin être complètement finalisés. Informal translation: To date, there is no objectively demonstrated need according to which such harmonization should be carried out. Such an exercise would also require many years of work. Therefore, we believe that priority should be given to the work relating to the transport contract so that it can finally be fully finalized.
Bosnia and Herzegovina	-
Finland	See above. Any new multilateral arrangements should be built upon the existing arrangements, and we should not spend any more time on evaluating the possibility for starting from point “zero” i.e. creating a totally new international legislative regime.
France	While we would not rule out completely that harmonizing wagon law, infrastructure law, etc. could bring about benefits, there is no obvious need for doing so now. In particular, there is no need to harmonize wagon law, infrastructure law, etc. at the same time with the rules for contracts of carriage. There is no interdependence between the two. The contract of carriage

	rules relate to the commercial aspect of the transport of goods while wagon law and infrastructure law, for example, have a strong technical dimension. Moreover, both infrastructure and wagons, are equipment needed to operate rail transports. Meaningful discussions about harmonizing rules for these areas would require thorough analysis and agreement on fundamental issues such as on the role of states and private businesses in the operation of such equipment.
Germany	Although it has not been demonstrated until now, we would not rule out completely that harmonizing wagon law, infrastructure law, etc. could bring about certain benefits in the long run. However, there is no obvious need for doing so now. In particular, there is no need to harmonize wagon law, infrastructure law, etc. at the same time as the rules for contracts of carriage. There is no interdependence between the two. The contract of carriage rules relate to the commercial aspects of the transport of goods while wagon law and infrastructure law, for example, have a strong technical dimension. Moreover, both infrastructure and wagons, are equipment needed to operate rail transports. Meaningful discussions about harmonizing rules for these areas would require thorough analysis and agreement on fundamental issues such as on the role of states and private businesses in the operation of such equipment.
Kyrgyzstan	It is not familiar to us.
Latvia	There is no need to unify other laws such as wagon law, infrastructure law, etc.
Lithuania	Both infrastructure and wagons, are equipment needed to operate rail carriage. Discussions about harmonizing rules for these areas would require thorough analysis and agreement on fundamental issues such as on the role of states and private businesses in the operation of such equipment. And there is no need in doing it at this moment, as contract of carriage rules relate to the commercial aspect of the transport of freight while wagon law and infrastructure law, for example, have a strong technical dimension.
Luxembourg	The stated objective is to improve the efficiency of rail freight transport operations across the Eurasian continent. One important issue concerns the simplification of the contractual and liability conditions, and of their respective administrative elements. A legally binding document on URL is necessary to achieve legal certainty and security for rail transport industries and for enforcement authorities alike. It may therefore take the general form of an ECE Convention (multilateral treaty). At the same time, it is necessary to avoid the creation of an additional legal regime that could conflict or overlap with CIM and SMGS, with a risk of further fragmentation of rail transport law. The general and long-term objective of harmonization of rail transport law should not be undermined. Therefore, at this point in time, the logical approach on URL should be to focus on the contractual aspects of the carriage of goods by rail and to propose an opt-in solution that could be applied upon agreement by the parties involved, as an alternative to the juxtaposition of CIM and SMGS rules. Furthermore, the new instrument should not interfere with existing rules applicable for international rail freight traffic carried out within the OTIF or OSJD regions respectively; URL should be an interface law applicable if neither CIM nor SMGS or bilateral/multilateral agreement between the States concerned apply to the contract covering the entire journey.
Netherlands	It requires to certain extend harmonization of technical specifications and competences of different actors involved.
Poland	There is no need to unify other laws such as wagon law, infrastructure law, etc. at this point in time. It should be considered that: • The issue of technical harmonization regarding railway infrastructure, freight wagons and rolling-stocks is of a totally different order of magnitude. Moreover, such undertaking would be time-consuming and require a considerable amount of resources;

	• There is also no acute regulatory problem with the transport of dangerous goods by rail between Europe and Asia. The necessary instruments and administrative structures are already in place; there is no need to create another framework; • Most of other issues relevant to international rail freight transport relate to safety and interoperability standards of railway systems, which are regulated at a different level (e.g. of the European Union) and subject to an on-going internal process of harmonization and simplification. Unifying other laws has not been identified as an acute problem that needs to be resolved at short notice. Therefore, it is not necessary to unify laws such as wagon law, infrastructure law, etc. at this point in time. Due to the complexity of these other laws a step-by-step-approach is necessary, starting with a Convention on the contract for international carriage of goods by rail, where the concrete needs of the industry are well known.
Republic of Moldova	-
Russian Federation	N/A
Slovakia	-
Slovenia	-
Sweden	See reply under question 2.
Türkiye	Rail transportation differs from road and sea transportation in that railways has a technical railway infrastructure and management style that varies according to regions and countries. The second important difference is the incompatibility of the technical features of the vehicles used in transportation with all infrastructure systems and accordingly the requirement of transfer of goods during transportation. Therefore, it is not expected the elimination of existing regionally applicable international agreements (COTIF, SMGS/SMPS) and the preparation of a new agreement to replace them will add value to the existing international transportation activities (e.g. transportations between COTIF member countries) within the scope of the application areas of the existing contracts covering very wide geographies, we consider it to be ineffective.
United Kingdom	Approach B did not command consensus at SC.2 and was supported by a very small minority of, or even a single, participant. Approach B has the potential to be extremely wide-ranging and proponents of this approach have not presented robust evidence as to why this approach will be more beneficial and there is a high-risk, given the very wide-ranging nature of this approach, that it will fail to deliver any benefit within a reasonable timeframe given the very significant amount of work required. Approach A does not preclude the development of further instruments in due course that could eventually deliver the kind of framework envisioned under Approach B, however it does so in an evolutionary, or ‘’step-by-step’ way which would be more beneficial than the ‘big bang’ model under Approach B.
Uzbekistan	-
OTIF	At its fifteenth session, OTIF's General Assembly reiterated the following decision taken at its thirteenth session: in view of Article 3 paragraph 1, Article 4 paragraph 2, Article 14 paragraph 2, letters h), p) and q) and Article 43 of COTIF, the General Assembly recognises that it must take a prior decision with regard to participating in the preparation of any new text on international railway law whose scope of application and objectives may conflict or partially coincide with the scope of application of COTIF and the objectives of OTIF. See informal document SC.2 No. 1 (2021).
CIT	In view of the different market regulations and technical framework conditions, there is no evidence of the need for harmonization.

DB	There is no need to unify other laws such as wagon law, infrastructure law, etc. at this point in time. • The issue of technical harmonization regarding railway infrastructure, freight wagons and rolling-stocks is of a totally different order of magnitude. Such undertaking would be very time-consuming and require a considerable amount of human and financial resources. • There is also no acute regulatory problem with the transport of dangerous goods by rail between Europe and Asia. The necessary instruments and administrative structures are already in place; there is no need to create another framework. • Most of these other issues relevant to international rail freight transport relate to safety and interoperability standards of railway systems, which are regulated at a different level (e.g. of the European Union) and subject to an on-going internal process of harmonization and simplification. All in all, competitive disadvantages vis-à-vis other transport modes, as mentioned in our answer to question 2, have been clearly identified as issues that need to be rapidly resolved. Unifying other laws has not been identified as an acute problem that needs to be resolved at short notice. Therefore, it is not necessary to unify laws such as wagon law, infrastructure law, etc. at this point in time. Due to the complexity of these other laws a step-by-step-approach is necessary, starting with a Convention on the contract for international carriage of goods by rail, where the concrete needs of the industry are well known.

Responses to question 6:

Belarus	Так как разработка проекта конвенции о договоре международной железнодорожной перевозки грузов и всех необходимых документов, их согласование не закончено, то преждевременно говорить о случаях, когда применение конвенции или ее отдельных положений невозможно. Informal translation: Since the drafting of the Convention on the Contract for International Carriage of Goods by Rail is not yet completed and all the necessary documents have not been agreed upon, it is premature to discuss cases where the application of the Convention or its specific provisions would not be possible.
Belgium	Nous procédons à un examen final de ce document. Toutefois, à ce stade, nous n'avons pas d'objection fondamentale. Informal translation: We are doing a final review of this document. However, at this stage, we have no fundamental objection.
Bosnia and Herzegovina	-
Finland	No, but the Member States should have a possibility to consider whether they apply the bilateral agreement or join and apply the multilateral agreement.
France	The text in document ECE/TRANS/SC.2/GEURL/2021/3 reflects the work of the Expert Group undertaken so far. While a final examination of the provisions is outstanding (especially those on the negotiable document, Article 31a – 31f) none of them seems unacceptable per se.
Germany	The text in document ECE/TRANS/SC.2/GEURL/2021/3 reflects the work of the Expert Group undertaken so far. While a final examination of the provisions is outstanding (especially those on the negotiable document, Article 31a – 31f) we endorse the document and none of the provisions seems unacceptable per se.
Kyrgyzstan	No
Latvia	There are no provisions that cannot be accepted.

Lithuania	The text in document ECE/TRANS/SC.2/GEURL/2021/3 reflects the work of the Expert Group undertaken so far, and none of them seems unacceptable for us.
Luxembourg	No there are no provisions in the draft Convention as reflected in ECE/TRANS/SC.2/GEURL/2021/3 which cannot be accepted by Luxembourg.
Netherlands	N/A
Poland	Referring to the mentioned documents attention should be drawn to the following issues: 1. Article 13 – it is necessary to clarify the time of delivery in case if it is not stipulated in the contract. The current provision is unclear: “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”. In our opinion the maximum delivery date should be defined in this Article; in addition, the delivery time should take into account transports that require transhipment/change of bogies/wagons to be shifted due to a different gauge. 2. Article 28 §1 – the term “notification” of damage should be clarified (how? filling out the formal report? another document?); the proposed version of Convention does not include the formal report and in opinion of PKP CARGO it should be introduced. 3. We support earlier presented opinion that the URL provisions should include the specimen of URL consignment note as it is the case of CIM Uniform Rules. In the proposed Convention, such a provision was not included, and a draft of URL consignment note was being elaborated within the group of experts; 4. Regarding Article 34 URL “Agreements concerning recourse” - we do support its opinion that the URL provisions should specify a limitation of actions for recourse as well as the rules and deadlines for making recourse.
Republic of Moldova	-
Russian Federation	Данный документ противоречит экономическим интересам Российской Федерации (в лице перевозчиков, операторов, грузоотправителей и др.), поскольку не предусматривает вопросы ответственности участников перевозки (на большие расстояния). Конкретные предложения российской стороны по доработке проекта изложены в документе ECE/TRANS/SC.2/GEURL/2020/5 и неофициальном документе № 1 (январь 2021 года): - требуется полная переработка статьи «Область применения»; - в связи с отсутствием в проекте документа положений, устанавливающих условия перевозки различных видов грузов, необходимо включение в него соответствующих норм (с последующей разработкой правил перевозок грузов, являющихся приложением к проекту разработанного документа); - с целью согласования условий перевозок не только с договорным перевозчиком, но и со всеми последующими перевозчиками, участвующими в конкретной перевозке, проект необходимо дополнить положениями о преддоговорном согласовании перевозок; - дополнительного обсуждения требуют положения проекта (п.2 ст.5 проекта), предусматривающие возможность создания типовой модели накладной международными ассоциациями в связи с принципиально разными подходами к данному вопросу в «восточной» и «западной» системах права (в СМГС содержание накладной установлено Приложением 1 к данному Соглашению); - требуется доработка положений об ответственности отправителя (ст.7 проекта) в части установления норм об уплате отправителем перевозчику неустойки в определенных случаях; - в проекте документа необходимо определить конкретные сроки доставки груза (ст.13 проекта). 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;

	- предлагается дополнить проект новой статьей, 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 (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). 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; - предлагается определить в проекте конкретные сроки давности по возможным искам, связанным с исполнением договора перевозки; - необходимо включить в проект положения, устанавливающие порядок подачи перевозчиком и рассмотрения права на регрессное требования (ст.33 и 34 проекта предусмотрено такое право, но не установлен порядок подачи и рассмотрения). - в проект необходимо включить положения о составлении коммерческого акта в случае возникновения ущерба. Таким образом, проект документа требует доработки в целях соблюдения баланса интересов стран, применяющих «западное» (ОТИФ) и «восточное» (ОСЖД) железнодорожное право. Большая часть положений документа соответствует ЦИМ, ряд норм которого изменен на диспозитивные. При этом некоторые важные нормы сделаны отсылочными, то есть порождающими необходимость обращаться к сложившейся практике или национальному законодательству. Регулирование ряда вопросов приближено к подходу стран-членов ОТИФ, который отличается от условий перевозочной деятельности крупнейших железнодорожных компаний таких стран, как Российская Федерация, КНР, Республика Казахстан. Надо отметить, что Российская Федерация (в лице Минтранса России и ОАО «РЖД») на протяжении последних 4-х лет последовательно представляла свою позицию, включая полную переработку положений разработанного документа (постатейно), сравнительный анализ действующих систем права ОТИФ и ОСЖД и различные предложения по структуре и наполнению ЕЖП, зафиксированные в позиционных документах РФ. Однако, ни одно из предложений РФ не было поддержано странами – членами ЕС. Informal translation: This document is contrary to the economic interests of the Russian Federation (as represented by carriers, operators, shippers, etc.) as it does not stipulate on the issues of responsibility of carriage participants (for long distances). Specific proposals from the Russian Federation as to further development of the draft are outlined in document ECE/TRANS/SC.2/GEURL/2020/5 and Informal document SC.2/GEURL No. 1 (2021): - The “Scope of application” article needs to be completely redrafted; - Given that the draft document does not contain provisions on the conditions for carriage of different types of goods, it is necessary to add the relevant rules (with the subsequent development of rules on the carriage of goods to be annexed to the draft of the prepared document); - The draft should be supplemented with provisions related to pre-contractual agreement for carriage to harmonise carriage conditions with all successive carriers involved in a specific transport operation and not only with the contractual carrier; - It is necessary to further discuss the language of article 5 (2) of the draft Unified Railway Law, which provides that international associations may establish a standard model of consignment note, owing to the fundamentally different approaches to this matter in the “Eastern” and “Western” legal systems (in SGMS, the content of the consignment note is defined in annex 1 to the Agreement); - The provisions on responsibility of the consignor (article 7 of the draft) need to be improved regarding the penalties that the consignor must pay the carrier in certain cases; - The draft document needs to define specific goods delivery period (article 13 of the draft). Currently, the draft URL does not prescribe any specific delivery period but assumes that there is an agreement between the parties. In the absence of such an agreement, it provides

	for periods that could reasonably be required of a diligent carrier. This wording leaves considerable room for interpretation; - It is proposed to add a new article to the draft, requiring the carrier to transfer wagons on another rail gauge, depending on what is technically feasible at the destination railway station (of the carrier). Such provisions should be included in the text, since the international transport of goods in the Eurasian region is carried out on railways of different gauges (with trans-shipment of the goods from the wagons of one rail gauge onto wagons of another or with the transfer of wagons onto bogies of another rail gauge, or with the use of adjustable-gauge bogies). In the case of such carriage, this information needs to be specified in the consignment note. In addition, the delivery period shall be increased by the time required to carry out these operations; - It is proposed to define in the draft specific periods of limitation for potential lawsuits related to fulfilment of the contract of carriage; - The draft should also include provisions setting out the procedure for filing by the carrier a claim under the right of recourse and for consideration of such claim (articles 33 and 34 of the draft provide for the right of recourse but do not set out the procedure for filing and consideration of claims). - The draft should include provisions for drawing up of a formal report in the event of damage. Thus, the draft document needs to be further developed to balance the interests of countries applying "Western" (OTIF) and "Eastern" (OSJD) railway law. Most of the document's provisions are in line with the CIM, of which a number of rules have been modified to be discretionary. At the same time, some important rules have been made into reference rules, thus creating the necessity to refer to the established practice or national legislation. Several issues are regulated in a manner that is closer to the approach of the OTIF member countries, which differs from the carriage conditions of major railway companies in countries such as the People's Republic of China, the Republic of Kazakhstan, and the Russian Federation. It should be noted that over the last four years the Russian Federation, represented by the Russian Ministry of Transport and Russian Railways, has consistently provided its views, including a full review of the provisions of the drafted document (article by article), a comparative analysis of the existing OTIF and OSJD legal systems and various proposals on the structure and content of the URL, as recorded in the position papers submitted by the Russian Federation. Yet, none of the proposals put forward by the Russian Federation have been supported by the EU member states.
Slovakia	-
Slovenia	-
Sweden	Sweden has not yet carried out any such analysis. In this context it is important to note that the COTIF legal regime is part of European Union law.
Türkiye	When the subparagraph 2, Paragraph 1, Article 1 (Area of Application), Section I of the Draft Contract is considered: Although the idea on drafting a uniform intonational railway law (URL) and the preservation of the existence of other existing contracts (CIM and SMGS) is supported, according to the Draft Contract, which is to be applied upon the request of the parties involved in the transport, it is stipulated that all parties involved in the transport will define the "legal contract-transport law" that will be applicable before transportation. This will necessitate special agreement processes (between railway undertakings and between railway undertakings and freight owners/shippers/forwarder companies) which will require all parties involved in the transportation to join for each transportation. It is considered that this system, will make implementation more difficult and legal processes will not be carried out properly. Therefore, we believe that it would be more appropriate to prepare the "Contract" as the only and mandatory legal text valid for all European-Asian freight traffic, not optional, and put it into practice in this way.
United Kingdom	No

Uzbekistan	-
OTIF	This question is not relevant to OTIF. However, we would like to note that we do not have substantial comments with regard to document ECE/TRANS/SC.2/GEURL/2021/3. Moreover, the system of administration of a possible legal instrument still has to be discussed.
CIT	All provisions were intensively negotiated and the result of compromises
DB	No. The Convention as reflected in ECE/TRANS/SC.2/GEURL/2021/3 provides in the needs/ demands of the industry.

Responses to question 7:

Belarus	Считаем, что положения СМГС не ограничивают возможность подготовки новой конвенции (единого железнодорожного права). Informal translation: We consider that the SMGS provisions do not restrain the possibility of drafting a new convention (of the Unified Railway Law).
Belgium	En application de l'article 4 de la COTIF, il convient de recueillir au préalable, dans le chef des Etats membres de l'OTIF, l'accord de l'Assemblée générale de l'OTIF afin d'initier des discussions qui pourraient mener au remplacement des instruments juridiques développés par cette organisation. A défaut d'un tel accord, cet exercice ne peut débuter. Informal translation: Pursuant to Article 4 of COTIF, the prior consent of the OTIF member States must be obtained from the General Assembly of OTIF in order to initiate discussions which could lead to replacing the legal instruments developed by this organization. In the absence of such an agreement, this exercise cannot begin.
Bosnia and Herzegovina	-
Finland	No
France	A framework convention (meaning a convention that covers all the matters currently covered by OTIF and SMGS rules) could lead to a replacement of the COTIF de jure or de facto. OTIF member states are, however, obliged under Article 3 of COTIF to concentrate, in principle, their international cooperation within the framework of OTIF. Therefore, a decision of the OTIF General Assembly would be needed under Article 4 of COTIF to transfer the task of developing a comprehensive international railway legal framework to another organisation.
Germany	A framework convention – meaning a single set of unified legal rules for any cross-border rail transport in the Euro-Asian area replacing the existing systems of CIM and SMGS – would conflict with the obligation of OTIF member states under Article 3 of COTIF to concentrate, in principle, their international cooperation within the framework of OTIF. Therefore, a decision of the OTIF General Assembly would be needed under Article 4 of COTIF to transfer the task of developing a comprehensive international railway legal framework to another organization. A URL Convention on the contract of carriage for transports where neither CIM nor SMGS apply (interface law) would be in line with COTIF.
Kyrgyzstan	No
Latvia	As the URL Convention on the contract for international carriage of goods by rail (Approach A) is an interface law, it does not conflict with any existing provisions in the COTIF/CIM and SMGS.
Lithuania	-

Luxembourg	No, but in fact this question is very unclear. It should be explained what is meant by an URL framework convention.
Netherlands	N/A
Poland	No. (It has to be noted that the URL provisions were developed in cooperation with OTIF, OSJD and CIT)
Republic of Moldova	No
Russian Federation	Такие положения отсутствуют. Компромиссное предложение Российской Федерации о разработке рамочной Конвенции, включающей весь накопленный за последние годы инструментарий в части организации и осуществления международных железнодорожных перевозок, облегчения пересечения границ также не нашло поддержки стран ЕС, участвующих в работе Рабочей группы по созданию ЕЖП. Informal translation: There are no such provisions. A compromise proposal by the Russian Federation to develop a framework convention encompassing all the tools accumulated in recent years in relation to the organisation and implementation of international railway transport operations and border crossing facilitation did not receive support from the EU countries participating in the Group of Experts towards Unified Railway Law.
Slovakia	-
Slovenia	-
Sweden	See answer to question 6.
Türkiye	It is considered that existing COTIF and SMGS legal regimes have no provisions contrary to the preparation of a framework convention such as URL.
United Kingdom	A framework convention as proposed by the Russian Federation would encompass and touch upon a wide range of policy and legal areas far beyond the initial area of focus envisioned under the 2013 Joint Declaration. It would touch upon a the economic, operational, technical, technological and financial regulatory areas, including subjects where international legal instruments or standards already exist, such as the carriage of goods by rail, infrastructure standards, rolling stock standards, as well as rules and procedures for traffic management.
Uzbekistan	-
OTIF	See answer to question 5 and informal document SC.2 No. 1 (2021). Furthermore, it is not clear what is meant by “an URL framework convention” in this particular case.
CIT	This issue was examined during the negotiation with a view to the CIM and no obstacles were identified.
DB	As the URL-Convention on the contract for international carriage of goods by rail (Approach A) is an interface law, it does not conflict with any existing provisions in the COTIF/CIM and SMGS. In case you mean by “URL framework convention” Approach B, this approach foresees a replacement of COTIF/CIM and SMGS as well as the dissolution of both OTIF and OSJD. 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 (…).

	The goal is to fill a gap when neither COTIF/CIM nor SMGS apply over the entire journey, not to create a new framework convention to replace COTIF/CIM and SMGS.