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Sent: Monday, 19 January 2015 10:46  
To: [info@otif.org](mailto:info@otif.org)  
Ref: Art. 6a CIM

Dear Sir/Madam

The International Association of Tariff Specialist (IVT) submits the following suggestions:

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The International Association of Tariff Specialists (IVT) thanks the Secretariat of OTIF for circular GZ A-72-00/501.2014 dated 12.1.2015 and for the opportunity to make comments on the Secretariat's amended text proposal for Article 6a of CIM contained in the circular.

IVT would like to submit the following suggestions on the individual paragraphs of the amended text:

#### **On § 1**

In principle, IVT supports the content of both the proposed addition in square brackets and the proposed addition marked "§ 1b" concerning the procedure for the registration and processing of data.

IVT suggests that these texts be amalgamated, consolidated and editorially adapted in a revised § 1, as follows:

"§ 1 The consignment note and accompanying documents shall be established in the form of electronic data registration.

The parties to the contract of carriage shall agree a technical procedure for the registration and treatment of data, which shall contain the following elements in particular

- a) The method for the issuance and the handover of the electronic consignment note to the entitled party;
- b) The manner in which the party entitled to the rights arising out of the electronic consignment note is able to demonstrate that entitlement;
- c) The way in which confirmation is given that delivery to the consignee has been effected;
- d) The procedures for supplementing or amending the electronic consignment note; and
- e) The procedures for the possible replacement of the electronic consignment note by a consignment note issued by different means.

The parties to the contract of carriage may agree to establish the consignment note and the accompanying documents in paper form if the technical procedure for the registration and treatment of data is not operable for certain parties interested in the performance of the contract of carriage."

#### **On § 2**

It is questionable whether additional value as a legal standard can be attributed to this text. Would it not be better to place it in the Explanatory Report as an explanation on what Article 6a aims to achieve?

**On § 3**

The alternative in square brackets is preferable, as establishing the consignment note is a process in which amendments can still be made.

The following only concerns the German text:

It should be pointed out that the German terms “verlässlich und vertrauenswürdig” (integrity and reliability) originate from a national translation (of the additional protocol to CMR), and do not correspond to the original French “intégrité”. Consequently, the words originally proposed in German, “vollständig und unversehrt” (complete and intact), should be maintained.

**On § 4**

No comments.

**On § 5**

The text in square brackets is preferable in both cases.