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**SURVEY ON RULES
CONCERNING NEGOTIABLE TRANSPORT DOCUMENTS IN RAIL TRANSPORT**

**Consultation period**: 11 May 2022 – 6 July 2022

**Objective**: to gather information on the national law that is applicable to negotiable rail transport documents and views on whether it is necessary to introduce the possibility of using negotiable transport documents for the carriage of goods under the Uniform Rules concerning the Contract of International Carriage of Goods by Rail, forming Appendix B to the Convention, (CIM UR).

**Background information:** LAW-21023-GTEJ 4/13 ‘Inception paper on bill of lading’ (extract)

**Target group**: OTIF members and all interested stakeholders affected by the CIM UR or with a legitimate interest in them.

**Confidentiality**: it is not the aim of the survey questionnaire to collect any confidential information. Respondents and their replies will be summarised in a report. However, respondents may request that their responses remain anonymous, in which case only the category of the respondent will be shown in the report.

**Responses:** must be sent to law@otif.org by 6 July 2022.

**Report:** results of the survey questionnaire will be reported to the ad hoc Committee on Legal Affairs and International Cooperation.

Please contact OTIF’s Legal Department if you need any clarification with regard to the questionnaire.

**1. Please provide your contact details and indicate which entity you represent:**

Title:[ ]  Mr [ ]  Ms

Surname: enter text.

First name: enter text.

Official role: enter text.

E-mail: enter text.

[ ]  State Authority (which): enter text.

[ ]  Regional Organisation (which): enter text.

[ ]  International Organisation (which): enter text.

[ ]  International Association (which): enter text.

[ ]  Carrier (which): enter text.

[ ]  Academia (which): enter text.

[ ]  Other (specify): enter text.

**2. Does your national law allow for the possibility of using a negotiable transport document[[1]](#footnote-1) (e.g. bill of lading[[2]](#footnote-2)) for the carriage of goods by rail?**

[ ]  Yes

[ ]  No

**3. If you answered ‘yes’ to question 2, does your national law prescribe detailed requirements related to negotiable transport documents (e.g. bill of lading)?**

[ ]  Yes, please provide a reference to relevant provisions and a summary of them enter text.

[ ]  No, please provide details enter text.

**4. Are you of the view that it is necessary to regulate the use of a negotiable transport document for the carriage of goods under the CIM UR, either in the CIM UR[[3]](#footnote-3) themselves or in another international convention?**

[ ]  Yes, please provide details of the benefits this would offer and for which type of goods or services (e.g. sale of goods in transit etc.) enter text.

[ ]  No, please provide details enter text.

**5. Please provide references to any relevant research, studies or other information on the subject that should be taken into account by OTIF:**

Click or tap here to enter text.

1. The Rotterdam Rules in particular define a negotiable transport document as follows: ““Negotiable transport document” means a transport document that indicates, by wording such as “to order” or “negotiable” or other appropriate 7 wording recognized as having the same effect by the law applicable to the document, that the goods have been consigned to the order of the shipper, to the order of the consignee, or to bearer, and is not explicitly stated as being “nonnegotiable” or “not negotiable”.” (Article 1, paragraph 15). [↑](#footnote-ref-1)
2. Bills of lading perform all three of the following functions:

1) evidence of the receipt of goods and their condition;

2) evidence of the terms of a contract of carriage;

3) document of title to the goods, which provides constructive possession of goods (supplementary function). [↑](#footnote-ref-2)
3. Article 6 § 5 of the CIM UR states that “[t]he consignment note shall not have effect as a bill of lading”. [↑](#footnote-ref-3)