



## Sustainable Human Resource Development in logistics services for ASEAN Member States

---

*The Training Material on “Risks Management (including International Conventions)” has been produced under Project Sustainable Human Resource Development in Logistic Services for ASEAN Member States with the support from Japan-ASEAN Integration Fund (JAIF). Copyright Association of Southeast Asian Nations (ASEAN) 2014. All rights reserved.*

---



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# International Convention

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# International Conventions



Sustainable Human Resource Development in logistics services  
for ASEAN Member States

# International Convention

## International Trade & Transportation

- Growth in transportation services in tandem with global trade growth
- UNCTAD & WTO estimated that **90%** of global freight services revenue **is from sea freight**





## Sustainable Human Resource Development in logistics services for ASEAN Member States



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# IMPACT ON SHIPPING INDUSTRY

- Containerization
- Multi-modal transportation
- Dismantling and freeing up of major socialist economies
- Free Trade Agreements & Common Markets
- The “Global Village”



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# IMPACT ON SHIPPING INDUSTRY

- New supply chain concepts – lean inventory, JIT manufacturing, 3PL, etc
- Post 9/11 security concerns – rigid cargo & vessel screening/tracking
- New technologies in data, information & image processing, storing & transmission
- Bigger/faster ships, tankers & cargo planes



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# The Law of Carriage of Goods by Sea





**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# INTERNATIONAL SHIPPING LAWS

**Peeling the Onion ...**

**Layers & Layers of Legal Issues**



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# CHANGING RISKS, RIGHTS & RESPONSIBILITIES

- Roles of the ship-owners, carriers & the intermediaries have grown & changed
- With the increasing number of sub-contractors, the scope of liabilities & responsibilities gets more complicated



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# CHANGING RISKS, RIGHTS & RESPONSIBILITIES

- Who is responsible for what, when, why, how and what amount? This gives rise to a phenomenal headache!

Factors to consider:

- Use of unitization and co-loading practices leading to the prevalence of hidden or concealed damages.



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# **CHANGING RISKS, RIGHTS & RESPONSIBILITIES**

Factors to consider:

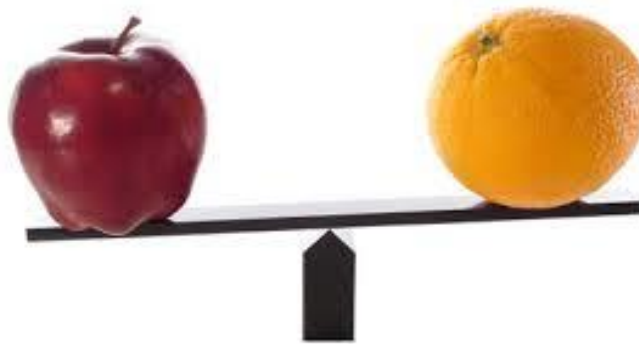
- Existing single-modal regulations like the Hague-Visby Rules, the Warsaw Convention, the CIM & the CMR do not help to resolve the complicated web of multi-modal relations.
- Different legal regimes apply as goods cross international borders and contractors subscribe to varied laws.



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# **ARTICLE: INTERNATIONAL SHIPPING CONVENTIONS**

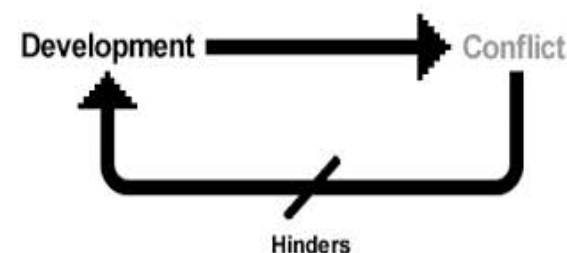
This article “INTERNATIONAL CONVENTIONS AND CARRIER LIABILITY – A COMPARISON” written by Mr VCS Vardan is attached for reading and discussion.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# CARRIAGE OF GOODS BY SEA ACT

- 3 regimes regulate the carriage of goods by sea:
- USA is the only major trading & maritime nation that still has the adopted Hague Rules in its COGSA. The rest are former colonies & smaller trading nations.
- 52 States, including most of the world's major trading & maritime nations, are either parties to the Hague-Visby Rules or have the Rules in their national laws.
- 29 States are parties in Hamburg Rules they are mostly developing States.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COGSA

- Many States have acted independently and adopted non-uniform changes to their national carriage of goods by sea laws.
- In some cases, their national legislation includes “hybrid” provisions, combining provisions drawn from both the Hague-Visby and Hamburg regimes, as well as original rules peculiar to the State concerned. This created further areas of conflict.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COGSA

- Singapore: 1972 COGSA –with adoption of the 1988 Hague-Visby Rules.
- Malaysia: 1950 COGSA – with adoption of the 1924 Hague Rules.
- Thailand: The 2005 Multimodal Transport Act that replaced the Thai Civil Commercial Code adopted some provisions of the Hague-Visby Rules.
- Japan: 1992 COGSA, which joined the Hague-Visby regime.





## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COGSA

- Hong Kong: 1980 COGSA which adopted the Hague-Visby Rules
- China: The 1993 Maritime Code is a hybrid regime which leans heavily on the Hamburg Rules and drawing some features of the Hague-Visby Rules. It also contains some provisions on multimodal transport resembling, in general, those of the Multimodal Convention 1980.
- India: 1993 Multimodal Transportation of Goods Act which draws from the Hague-Visby and own multimodal rules.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COGSA

- Indonesia: National Commercial Code which covers carriage of goods by sea adopting the Hague-Visby Rules.
- United Kingdom: 1971 COGSA which largely adopted the Hague-Visby Rules.
- Germany: National law incorporated Hague-Visby Rules into its code for domestic use and for shipments to Hague-Visby countries only. Other international shipments are under the Hague Rules.
- United States of America: 1936 COGSA which adopted the Hague Rules.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COGSA

- The H-V Rules have been adopted into many countries' laws – estimated 75% of the world trade is done under the H-V Rules.
- For H-V Rules please visit [www.admiraltylaw.com/statutes/hague.html](http://www.admiraltylaw.com/statutes/hague.html)



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# HAGUE-VISBY RULES

## Article I – Definitions

- “Carrier”
- “Contracts of Carriage”
- “Goods”
- “Ship”
- “Carriage of Goods” period
- “Pyrene v Scindia”
- “New York Star”



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# HAGUE-VISBY RULES

## Article III – Responsibilities of the Carrier

- Ship's seaworthiness, crewing/ship supply, cargo care for receiving handling, stowing, carriage & preservation
- Issuing of B/L with appropriate markings, quantity and apparent order & condition of goods received
- Notice within 3 days for damage/loss from receiver of goods – non-fatal. Suit time bar – one year.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HAGUE-VISBY RULES

## Article IV – Exception and Immunities accorded to carrier/ship

- Areas where the carrier/ship is not responsible for loss/damage arising or resulting from are listed
- The liability for loss or damage is limited to the equivalent of 10,000 francs (S\$1,563.65 per package or unit or 30 francs (S\$4.69 per kilo of gross weight of the goods lost/damaged, whichever is the higher.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HAGUE-VISBY RULES

## Article IV (contd)

- Definition of no. of packages or units in respect of consolidated cargo within container, pallet or similar.
- DG shipment where not consented by carrier, master, agent maybe removed, destroyed or rendered innocuous by the carrier at any time without compensation & the shipper shall be liable for all resulting damages & expenses.



# HAGUE-VISBY RULES

## Article IV (contd)

- Defences & limits of liability provided for whether action be founded in contract or in tort
- “Himalaya Clause” in a B/L gives the servants, agents & sub-contractors of the carrier’s defences & limitations under the bill of lading, in the event that they are sued themselves.





## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HAGUE-VISBY RULES

## Article V

### Surrender of Rights & Immunities

- Carrier may increase his liability or lower his immunities by special clausuring in the B/L issued to the shipper.



## Article X Applicability of the Rules

- The provisions of the Rules shall apply to every bill





Japan-ASEAN Cooperation



AFFA

## Sustainable Human Resource Development in logistics services for ASEAN Member States



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# THE ROTTERDAM RULES

- **Question:** Will the new Rotterdam Rules replace the Hague Rules, the Hague-Visby Rules & the Hamburg Rules and result in the worldwide unification of the law governing carriage of goods by sea?
- **Quotes:**

“...The Hague Rules run to 16 articles & the Visby Protocol adds one new article. The Hamburg Rules are a little more extensive and run to 34 articles and 2 Annexes. The Rotterdam Rules will run to a whopping 96 articles packaged in 18 Chapters. ...There arises a spectre of a new and endless stream of contested litigation and arbitration...”

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# THE ROTTERDAM RULES

## Quotes:

- “The Convention does not confine itself, as does its predecessors, to the contract of carriage of goods...it reaches out to deal with related topics, such as ‘Rights of the Controlling Party’ (which maybe a sale & not a carriage concept), ‘Transfer of Rights’ (a subject dealt with by COGSA in English law), & ‘Jurisdiction’ & Arbitration’ (which a ratifying state may opt out of).”
- “There is also introduced a new & puzzling concept, the “volume contract”, which for some mysterious reason of policy, is allowed, subject to conditions, to operate outside the regulatory framework of the convention.”



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# THE ROTTERDAM RULES

- As of 2 May 2011, there are 23 signatories including Denmark, France, the Netherlands, Norway, Spain, Switzerland & the USA.
- The Convention comes into force 1 year after the date of the 20<sup>th</sup> ratification.
- Signing only means a national intention to be bound by the instrument. It is the legislatures of the individual States that have the authority to adopt laws for their nations. Until this is done, a State that has ratified the Rotterdam Rules will still continue to use the current laws. The process of final adoption may take many years.

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# THE ROTTERDAM RULES

## Notable provisions

- Extension of the period of time that carriers are responsible for goods: the “door-to-door” or multimodal concept. Parties will nevertheless be able to “opt out” of the inland leg (by rail or truck) such that the Convention will only apply to the international sea leg of the carriage.
- It allows for more e-commerce & approves more forms of e-documentation.

Sustainable Human Resource Development in logistics services  
for ASEAN Member States

# THE ROTTERDAM RULES

- The elimination of the much criticized “navigational fault” (or “error in navigation”) exception that allows a carrier to escape liability for cargo damage if the loss was the result of navigational fault or an error in navigation.
- It imposes an obligation on shipowners to ensure that their ships are seaworthy throughout the voyage (rather than simply at the inception of the voyage as provided for under current law).

Sustainable Human Resource Development in logistics services  
for ASEAN Member States

# THE ROTTERDAM RULES

- The weight limitation, presently 2 SDR/kg in H-V and 2.5 in Hamburg, will rise to 3 SDR/kg under Rotterdam, a 50% increase over the Hague limits.
- The package limitation has increased more modestly, from 666.67 SDR under Hamburg and now 875 SDR/package under Rotterdam; all of these amounts are greater than the USD\$500/pkg applied under US COGSA.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# THE ROTTERDAM RULES

- More requirements on shippers, including the obligation to share information regarding the hazardous nature of a cargo, & explicitly imposes liability on a shipper that breaches these requirements.
- Allows parties to “volume” contracts to opt-out of some liability rules set in the Convention.
- Rights & obligations of “maritime performing parties” will be governed by the Convention regardless of whether or not the transport document includes a “Himalaya Clause”.

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# THE ROTTERDAM RULES

- The consignee should provide notice immediately, or within 7 days if damage is not immediately apparent, an increase from 72 hours provided by the H-V Rules. Failure to provide prompt notice is fatal to a subsequent claim.
- Time allowed for suit on a cargo claim, now 2 years instead of 1 year from the date of delivery.



© Can Stock Photo - csp7499335



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# CRTPA

## *Privity of contract*

- Doctrine of privity maybe problematic due to its implications upon contracts made for the benefit of 3<sup>rd</sup> parties who are unable to enforce the obligations of the contracting parties.
- The CRTPA provides some reform for this area of law – a person who is named in the contract as a person authorised to enforce the contract or a person receiving a benefit from the contract may enforce the contract unless it appears that the parties intended that he may not.

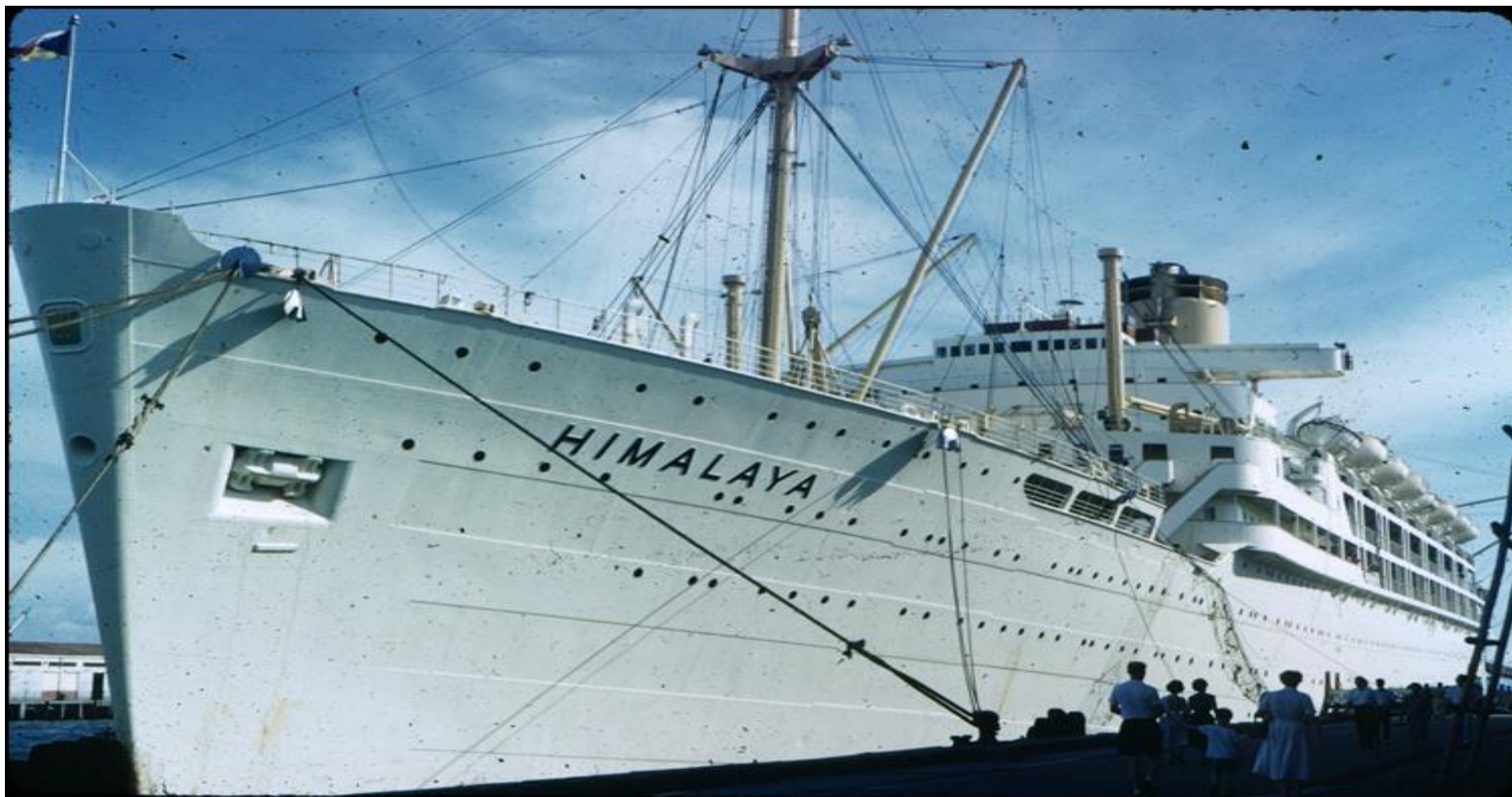
## Sustainable Human Resource Development in logistics services for ASEAN Member States

# CRTPA

- New Zealand Shipping v A M Satterthwaite – held that the stevedores had provided consideration for the benefit of the exclusion clause by the discharge of goods from the ship.
- Nisshin Shipping Co v Cleaves & Co – a shipbroker succeeded in seeking arbitration against shipowner for commission as entitlement to such commission in the C/P “confers a benefit” on the shipbroker although he was not a party to the C/P.

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HIMALAYA CLAUSE



# HIMALAYA CLAUSE

- There is an exception in the *Contracts (Rights of Third Parties Act)* which permits the 3<sup>rd</sup> party to “...avail himself of an exclusion or limitation of liability in such a contract”.

This exception puts the Himalaya Clause on a statutory footing.

- Many jurisdictions have adopted the Himalaya Clause.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HIMALAYA CLAUSE

- A clause in the principal contractor's conditions (such as a B/L), which gives to sub-contractors the benefits of conditions that they would not be able to rely upon
- The clause was first addressed in the case of Adler v. Dickson (The Himalaya) [1955], hence the adopted name "Himalaya Clause".



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HIMALAYA CLAUSE

- Himalaya Clauses particularly exclude or limit liability.
- However, to be effective they must satisfy the 4 conditions laid down in the English House of Lords decision in *Midland Silicones Ltd v Scrutton (1962)*.





**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

## **HIMALAYA CLAUSE**

- The “Makhutai” (1996) reaffirmed the principle of privity of contract & that the Himalaya Clause was the preferred means of conferring a benefit on a third party/
- The House of Lords in “The Starsin” (2003) said that in this case, the Himalaya Clause was invalidated by the incorporation of the Hague-Visby Rules into the Bill of Lading.

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HIMALAYA CLAUSE

- In a decision involving multimodal transport (Norfolk Southern R. Co. v. James N. Kirby Pty Ltd) the US Supreme Court held that Himalaya Clauses in both a freight forwarder's B/L & in an ocean carrier's B/L extended the COGSA package limitation or other limitation of liability to a land carrier, which was hired by an affiliate of the ocean carrier..

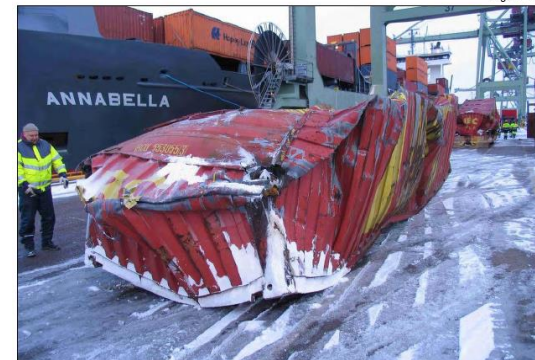


Figure 10

Lowest container discharged at Kolkata, 5 March 2007

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# HIMALAYA CLAUSE

## Applicability of Himalaya Clause

- Some inconsistency in the approach of the courts in different countries to the question of authority to be given before the performance of the service
- Therefore, sub-contractors should check contracts to ensure that there is an express authority for the customer to have a Himalaya Clause.  
If there is no authority, it should be given in a side letter.



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# GENERAL AVERAGE

- A principle of equity in which all parties in a sea adventure proportionately share losses resulting from a voluntary & successful sacrifice of part of the ship or cargo to save the whole adventure from an impending peril, or extraordinary expenses necessarily incurred for joint benefit of ship & cargo.



## JETTISON

Take out what you can!  
Best advice: derive what  
you can from any situation.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# GENERAL AVERAGE

- In event of sacrifice of cargo, for GA to be declared certain elements must be satisfied.
- Extraordinary Expenses resulting when a cargo vessel encounters a potentially serious accident on the sea & may have to incur additional costs to save the entire journey towing or incurring emergency repairs in order to save the cargo & the journey.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# GENERAL AVERAGE

### When encountering a GA situation

- Contact settling agent/insurance broker/underwriter
- Make available original copies of the Ocean B/L & commercial invoice.
- Complete/sign the Average Bond & Valuation Form.
- GA Guarantee to be signed by the settling agent, on behalf of Insurers upon presentation of the appropriate above documents.
- If docs are unavailable & the settling agent is unable to sign the guarantee, you should pay the cash deposit to secure the release of the cargo, and keep the original receipt. If the Gal is recoverable under the policy you will be reimbursed for your cash.

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# GENERAL AVERAGE

- The York-Antwerp Rules are not a convention and only take effect by being incorporated into contracts of carriage like the Bill of Lading
- The New Jason Clause is a protective clause mainly for the shipowners entitling them to recover in GA even when the losses is caused by negligent navigation.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# BILLS OF LADING

## What is a Bill of Lading?

- One of the most important shipping documents concerned with the transportation of goods by sea.
- Almost without exception, the carrier must issue to the shipper upon demand, a B/L when the carrier takes the goods in his charge.





## Sustainable Human Resource Development in logistics services for ASEAN Member States

# BILLS OF LADING

Contains special instructions as to:

- Freight (prepaid/collect)
- Charges e.g. Terminal Handling, trucking customs clearance, delivery orders/documentation, etc to collect.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# BILLS OF LADING

- signed by the carrier/agent to evidence that the carrier have taken over or loaded the goods on named vessel
- an undertaking by the carrier to deliver the goods at the port of destination against surrender of the and endorsed B/L



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# SHIPPERS/CONSIGNEES' RIGHTS

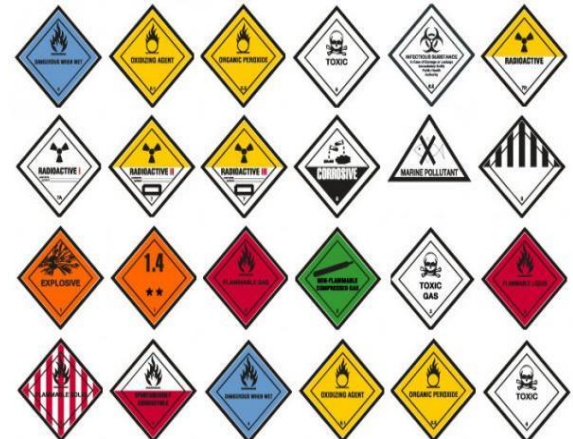
- Right to a B/L
- Right to deliver
- Right to negotiate B/L
- “Same Good Order & Condition”
- No deviation
- Right to negotiate B/L



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# SHIPPERS/CONSIGNEES' RESPONSIBILITIES

- Proper packing & marking
- Goods not to damage/cause loss to other goods
- Proper declaration of contents, weight, measurement
- Compliance to customs and other regulations.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# RIGHTS OF CARRIERS/NVOCC

- General average contribution
- Right to freight “ship Lost or Not Loss
- Right to lien
- Right to auction/dispose
- Container demurrage and storage charges
- Guarantee of shipper’s statement
- Right to notice of claim for loss or damage & limitations of actions
- Specific rights & defences under the Hague-Visby Rules.

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# RESPONSIBILITIES OF CARRIERS

- Seaworthiness
- Care of cargo (load, stow, keep, care for & carefully discharge)
- Contents of the bill of lading
- Bill as prima facie evidence of receipt.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# LIMITATION OF LIABILITY

- A distinctive feature of maritime law is the privilege accorded to a shipowner & certain person (e.g. charterers in some instances) to limit the amount of their liability, under certain circumstances, in respect of tort & some contract claims.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# LIMITATION OF LIABILITY

- The basic condition of the privilege is that the party asserting it must be free from “privity or knowledge, “in the words of the US statute; or “actual fault or privity,” in the words of the Brussels Convention.
- This means that the shipowner is entitled to limit his liability for the negligence of the master or crew, but not for his own personal negligence or that of his managerial personnel.





## Sustainable Human Resource Development in logistics services for ASEAN Member States

# LIMITATION OF LIABILITY

Claimants should look to 2 basic sources:

- The reverse side of the ocean B/L (often called “The Standard Trading Conditions”) should be reviewed in terms of the stated damage limit and the controlling law.
- The controlling law must be reviewed, usually COGSA, Hague, Hague-Visby or Hamburg Rules.



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# LIMITATION OF LIABILITY

- Unlike the Warsaw Convention, COGSA does not defeat a claim for failure to provide timely written notice
- COGSA applies “by force of law” from the time the goods are loaded on board the carrier to the time of discharge from the vessel – “tackle to tackle”.
- However, B/Ls from most ocean carriers extend the period of applicability “by force of contract” from the time of receipt, until delivery

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# WARSAW CONVENTION



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# WARSAW CONVENTION



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# WARSAW CONVENTION

After coming into force on 13 Feb 1933, it resolved some Conflicts of law and jurisdiction. The Convention contain Regulations about the following:

- Definition of “international carriage” and the scope of applicability
- Rules for documents of carriage
- Rules for the air carrier’s liability and limitations thereof
- Rules for legal jurisdiction

There is a provision of successive carriage an a combines Carriage partly by air and partly by other modes of transport.



# **WARSAW CONVENTION**

**Montreal Convention 1999 consolidates all the various Warsaw-system conventions into one single text.**

Convention which regulates liability for international Carriage of persons, luggage, or goods performed by Aircraft for reward. There are 5 chapters:

- Chapter I - Definitions
- Chapter II – Documents of carriage; Luggage and Passenger Ticket
- Chapter III – Liability of the Carrier
- Chapter IV – Provision Relating to Combined Carriage
- Chapter V – General and Final Provision

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# WARSAW CONVENTION

In particular, the Convention:

- Mandates carriers to issue passenger tickets;
- Requires carriers to issue baggage checks for checked luggage;
- Creates a limitation period of 2 years
- Limits carrier's liability to at most:
  - 250,000 Francs or 16,600 SDR for personal injury;
  - 17 SDR per kilo for checked luggage and cargo, or US\$20 per kilo for non-signatories of the amended Montreal Protocol;
  - 5,000 Francs or 332 SDR for the hand luggage of traveller.

Sustainable Human Resource Development in logistics services  
for ASEAN Member States

# WARSAW CONVENTION

It provides that a plaintiff can file a lawsuit at his or her Discretion in one of the following forums:

1. The carrier's principal place of business
2. The domicile of the carrier
3. The carrier's place of business through which the contract was made;
4. The place of the destination

A court may also award a claiming party's costs, unless the Carrier made an offer within 6 months of the loss (or at Least 6 month before the beginning of any legal Proceedings)



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# CMR PROTOCOL

## Convention on the Contract for the International Carriage of Goods by Road



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# CMR PROTOCOL



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# CMR PROTOCOL

- As of 2013, it has been ratified by 55 states, all the European Countries and several other including Lebanon and Iran are Members.
- International Road Union developed a standard CMR waybill in 3 languages and accepted throughout Europe.
- The transport document must be present with the shipment.
- The document itself is not prescribed; If hazardous substance are being shipped, more information is required as describe in ADR.

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# CMR PROTOCOL

The Convention on the contract for International Carriage Of Goods by Road contains 8 Chapters:

- Chapter I – Scope of Application
- Chapter II – Persons for whom the Carrier is Responsible
- Chapter III – Conclusion and Performance of the Contract of Carriage
- Chapter IV – Liability of the Carrier
- Chapter V – Claims and Actions
- Chapter VI – Provisions Relating to Carriage Performed by Successive Carriers
- Chapter VII – Nullity of Stipulation to the Convention
- Chapter VIII – Final Provisions

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# **COTIF PROTOCOL Convention concerning International Carriage by Rail**



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COTIF PROTOCOL



©2013 Tim Oik

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# COTIF PROTOCOL

The Convention comprises a set of rules under 7 titles:

- Title I - General Provisions
- Title II – Common Provisions
- Title III – Structure and Functioning
- Title IV – Finances
- Title V – Arbitrage
- Title VI – Modification of the Convention
- Title VII – Final Provision

**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**

# COTIF PROTOCOL

1. Further development of rail transport law in the following areas:
  - contracts of carriage for the international carriage of passengers and goods (CIV and CIM),
  - carriage of dangerous goods (RID),
  - contracts of use of vehicles (CUV),
  - contract on the use of railway infrastructure (CUI),
  - validation of technical standards and adoption of uniform technical prescriptions for railway material (APTU),
  - procedure for the technical admission of railway vehicles and other railway material used in international traffic (ATMF);



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COTIF PROTOCOL

2. Widening the scope of COTIF in order to make possible in the longer term through carriage by rail under a single legal regime from the Atlantic to the Pacific;
3. Preparing for the entry into force of the Luxembourg Protocol (Registry for International Interests in railway rolling stock, Secretariat of the Supervisory Authority);
4. The removal of obstacles to the crossing of frontiers in international rail transport;
5. Participation in the preparation of other international conventions concerning rail transport within UN/ECE and other international organisations.



# **COTIF PROTOCOL**

At present, Uniform Rules created by OTIF are applicable for international carriage by rail on around 250,000 km of railway lines and the complementary carriage of freight and passengers on 17,000 km of shipping lines and inland waterways, as well as prior or subsequent domestic carriage by road.

## Sustainable Human Resource Development in logistics services for ASEAN Member States

# COTIF PROTOCOL



**Your passenger rights at hand**  
EUROPEAN COMMISSION

**Disabled? Reduced mobility?**  
Have you been discriminated against when travelling by plane or train?  
Have you not been assisted before and during your journey?  
**Airports, airlines and railway companies have a legal obligation to assist you and to inform you about your rights and where to complain\***  
EU legislation protects your interests wherever you travel across Europe  
More information at [ec.europa.eu/passenger-rights](http://ec.europa.eu/passenger-rights)  
or via Europe Direct 00 800 6 7 8 9 10 11\*\*

\* For air transport depending on national legislation.  
\*\* Certain mobile telephone operators do not allow access to 00 800 numbers or these calls may be billed.

EUROPEAN COMMISSION

**Your passenger rights at hand**  
EUROPEAN COMMISSION



## Sustainable Human Resource Development in logistics services for ASEAN Member States

# Strategic Role & Functions & Warehouses

- Xxx
  - Xxx
    - xxx



**Sustainable Human Resource Development in logistics services  
for ASEAN Member States**



# International Convention