UNITED NATIONS

ECONOMIC
AND
SOCIAL COUNCIL

LIMITED

E/CEPAL/L.141
4 November 1976

ENGLISH
ORIGINAL: SPANISH

C E P A L

Economic Commission for Latin America

EVOLUTION OF THE LATIN AMERICAN POSITION REGARDING THE NEGOTIATIONS FOR A CONVENTION ON INTERNATIONAL MULTIMODAL TRANSPORT

Prepared by the OAS/CEPAL Maritime
Transport Programme

76-9-1966

CONTENTS

/ABBREVIATIONS

ABBREVIATIONS

ALAF	Latin American Railways Association
BIMCO	Baltic and International Maritime Conference
CCC	Customs Co-operation Council
CEPAL	United Nations Economic Commission for Latin America
CIM	International Convention on the Carriage of Goods by Rail
CMR	Convention on the Contract for the International Carriage of Goods by Road
COMBICONBILL	Combined Transport Bill of Lading adopted by BIMCO in January 1971
ECE	United Nations Economic Commission for Europe
ECOSOC	United Nations Economic and Social Council
FIATA	International Federation of Forwarding Agents Associations
FBL	FIATA Combined Transport Bill of Lading
GRULA	Latin American Group of the IPG
ICC	International Chamber of Commerce
IMCO	Inter-Governmental Maritime Consultative Organization
IPG	Inter-Governmental Preparatory Group on a Convention on International Intermodal Transport
JUNAC	Junta of the Cartagena Agreement
LAFTA	Latin American Free Trade Association
IT	Intermodal Transport
ITO	Intermodal Transport Operator
OCTI	Central Office for International Railway Transport
UNCITRAL	United Nations Commission on International Trade Law
UNCTAD	United Nations Commission on Trade and Development

/1. Introduction

1. Introduction

1. The purpose of this document is to compile scattered information and report on negotiations held to date on the preparation of a Convention on international multimodal transport, and in general to provide background information to help the Latin American countries in reaching their decisions on this important matter.

2. But, first, it is felt that it is advisable to clarify some concepts which are usually confused and lead to a misunderstanding of the term multimodal transport and its relation with the unitization of cargo.

3. International multimodal transport 1/ has been defined as the carriage of goods from one country to another, using a minimum of two different modes of transport constituting a single operation covered by a contract entered into between the user and a natural or legal person - private or public - who assumes the direct responsibility stemming from the execution of the contract.

4. It is well known that international trade has always involved, in most cases, the movement of goods by more than one mode of transport from their place of origin in a country to their destination in another. As history records, the temple of Solomon was built in the X century BC with cedars from the Lebanon, copper from Huelva, and gold from Ofir brought by the Phoenicians in their ships to Sidon and then transported by camel to Jerusalem. A typical example of combined transport. And without going so far afield, silver from Potosí was transported by mule to Buenos Aires,

---

1/ The term multimodal transport was adopted at the first meeting of the Third Session of the Intergovernmental Preparatory Group on a Convention on International Intermodal Transport (IPG) and replaces - even in quotations - the terms intermodal transport and combined transport, which were used previously. The definition is that agreed upon at the First Latin American Regional Preparatory Meeting on the Convention on International Intermodal Transport (Mar del Plata, October 1974). A similar definition was adopted in Geneva by the IPG.

/where it

where it was loaded on to Spanish galleons to be taken to the peninsula, whereas the ships on the China-run transported their precious cargoes of silk and spices from the East to Acapulco, crossing Mexico by land to continue to voyage to Cadiz from Veracruz, over what was the first intercontinental "land bridge" across America.

5. The novelty of multimodal transport does not lie, therefore, in the fact that it uses two modes of transport, but in that it is carried out as a single operation, covered by a single document under the direct responsibility of a single operator for the whole of the voyage. Previously, the main feature of international transport was that it was split up into the different stages of the voyage. The owner of the cargo, the exporter, shipper or user - as the one having title to the goods was known internationally - entered into separate contracts with each one of the carriers, who assumed responsibility for the given sector which he undertook, to cover (generally by rail or road from the interior city where the goods were produced to the port of lading; in ships, from the port of lading to destination; and again, by rail or road from the port of importation to the final destination).

6. In contrast, multimodal transport, as defined, signified a substantial innovation in the concept of international transport, by changing the centuries old system of port-to-port transport for the through, door-to-door, service and replacing the traditional carriage of goods split over the different stages of the voyage, which involved loss of time, risk of loss, robbery, and damage at the transhipment points because of the break in responsibility, which was not continuous throughout the different modes of transport from the factory to the consumer. Multimodal transport is an

/institutional revolution

institutional revolution and as such is affecting all institutions directly or indirectly linked with international transport in all countries.2/

7. While the through bill of lading came into use in 1890, the concept of multimodal transport under a single contract acquired importance as a result of unitization and, particularly, of the massive use of containers, which called for institutional changes in order to obtain the benefits expected of the new technologies. In fact, the revolution which occurred in the physical handling of goods with the advent of unitization generated an even greater revolution in the institutional structure of transport by demonstrating the feasibility and advisability of unifying transport operations under a single contract.

8. Unitization of cargo consists in putting together small or medium-sized items into larger units for facilitating transport by more economic means and making such transport more rapid, safe, and efficient, eliminating risks of breakage, robbery or loss, and reducing costs for the owner of the cargo and for the carrier. In this respect, it should be pointed out that a distinction must be made between the means of cargo unitization (pallets and containers) and the maritime technology used for transporting them: pallet ships, container or cellular ships, roll-on/roll-off ships, multipurpose ships, barge-carrying vessels (LASH, Seabee or BACAT systems, generically known as LASH because of its English acronym

---

2/ Since the essence of the concept of multimodal transport is the institutional aspect - the single contract and direct responsibility of the operator who organizes transport for the whole voyage - the principle may be said to be applicable even when a single mode of transport is involved. For example, transport by road between Argentina and Chile makes transhipment by truck necessary, since this is the most appropriate means of crossing the Andean Cordillera, owing to prevailing traffic regulations, and transport thus effected, under a single contract from the place of origin to destination using three different trucks, no doubt has all the institutional features of multimodal transport.

/for Lighther-

for Lighter-Aboard-Ship). It may, therefore, be considered that there exist, at least, nine different methods which combine different forms of cargo unitization with various types of ships for the maritime leg, each one with its own technology: palletization, containerization, the use of semi-trailers or barges, pallet ships, cellular ships, roll-on/roll-off ships, multipurpose ships or LASH. In addition, on the land leg there are also alternatives for the transport of unitized cargo by rail or road.

9. In addition, it should be pointed out that the unitization of cargo greatly facilitates intermodal transport but is not indispensable for such transport. In other words, contrary to what many believe, although multimodal transport is generally applied to unitized cargo - and preferably to containerization - it is in no way limited to unitized cargo, but it is also used in international operations involving break-bulk cargo, as it is known in shipping language, and even the handling of bulk cargo.

10. The use of intermodal transport has become so common today in the world, not only between industrialized countries, but also betweem them and developing ones, that it is indispensable that the latter participate in the new system and take advantage of the modern technologies applied to transport, which are generally used in intermodal transport. This is the reason for Latin America's interest in being present when the institutional changes implied by the new situation are resolved, and to ensure that "the rules of the game", established take account of their interests and do not unduly favour the use of one form of unitization, nor of maritime technology which may be unsuited to the conditions prevailing in the countries of the region.

/2. The

2. The Convention on International Intermodal Transport

11. As a result of the massive use of unitized cargo transport elements, it became desirable to study the administrative, technical, legal, economic, social, and institutional issues involved in its application at world level. Under the auspices of the International Institute for the Unification of Private Law (UNIDROIT), which in 1965 had prepared the first draft of an International Convention on the Combined Transport of Goods, two round-table meetings were held in Rome in June 1969 and January 1970, attended by some ten international, intergovernmental, and private organizations with headquarters in Europe.3/ At the suggestion of the Economic Commission for Europe (ECE), at the second of those meetings a convention was drafted on the basis of the UNIDROIT draft and the draft Tokyo Rules adopted at the Congress of the International Maritime Committee (Tokyo, March-April 1969).

12. As a result of those efforts, ECE and the Intergovernmental Maritime Consultative Organization (IMCO) held intersectoral meetings in 1970 and 1971 which prepared a joint draft Convention on the Combined Transport of Goods generally known as the CTG Convention, in the preparation of which Latin America did not participate either.

13. At its 48th Session in May 1970, the Economic and Social Council of the United Nations (ECOSOC) took the decision to call a joint UN/IMCO Conference on International Container Traffic, to discuss the draft CTG convention. By resolutions 1568 (L) and 1569 (L) of May 1971, ECOSOC decided that the Conference would begin on 13 November 1972 in Geneva, that an Intergovernmental Preparatory Group would be convened, that the Secretary-General of United Nations would prepare a preliminary study on the economic

---

3/ Economic Commission for Europe: Combined Transport Contract - Note by the Secretariat (W/TRANS/425 and Add.1 of 17 November 1969 and 21 January 1970, respectively).

consequences of the proposed convention, particularly for the developing countries, and invited the Maritime Transport Committee of UNCTAD, the regional economic commissions, and IMCO to re-examine the question in the light of the results of the study in question.

14. As a result of this decision ECOSOC made intensive preparatory efforts for the Conference among the organizations concerned of the United Nations system.4/

15. The Intergovernmental Preparatory Group set up by ECOSOC - composed of 48 members, half of them appointed by the Chairman of ECOSOC and the other half by the Chairman of the IMCO Council - met in February 1972 in New York and recommended a provisional programme for the Conference, and made some suggestions on its organization and structure.

16. UNCTAD III (Santiago, Chile, April-May 1972) by resolution 68 (III) adopted without objections, recommended (a) that the developing countries indicate their positions on the draft Convention to the regional economic commissions; (b) that in studying this Convention consideration should be given to its implications for developing countries, particularly as regards their needs in terms of maritime transport trade, insurance, and economic development; and (c) that in deciding whether the convention was ready for study at international level, that they take account of trends in technological advances in combined transport and its present stage.

17. The Maritime Transport Committee of UNCTAD, at its Second Special Session (Geneva, July 1972), meeting specially to study the draft CTG Convention, agreed to ask ECOSOC not to include in the provisional programme of the UN/IMCO Conference on International Container Traffic the draft prepared by the joint IMCO/ECE meeting, and recommended that the matter be subject to continued study in order to evaluate the need for a possible convention on the combined

---

4/ See "Report on the United Nations/IMCO Conference on International Container Traffic" (E/Conf.59/47, 5 February 1973).

international transport of goods, and in such a case, to continue work on such a convention, bearing in mind the special situation and needs of the developing countries.

18. On the basis of UNCTAD resolution 68 (III), CEPAL collaborated in the organization of three Latin American subregional meetings, which were held in June 1972 in Brazilia, for the countries of the River Plate Basin; in Mexico City, for Mexico and Central America; and in Lima for the countries of the Andean Group. These meetings established the position of the Latin American group for the Geneva Conference. At those three subregional meetings, the Latin American countries - advised by CEPAL, LAFTA and the OAS/LAFTA Transport Programme - adopted a common definite stand, and were unanimous in considering that the draft CTG Convention was incomplete and did not meet the needs of Latin America in particular, nor those of developing countries in general, without whose participation it was prepared. There was general agreement that attempts should be made at the Geneva Conference to reach an agreement on guidelines for a possible International Convention on the Combined Transport of Goods. It was considered necessary to include the following matters: qualifications, registration and authorization for the operation of the combined transport operator; right of the State to control operations; respect for existing agreements and legislation on international transport; system of liability; documentation; jurisdiction in the case of disputes; register and control of tariffs. The three subregional meetings decided to recommend to CEPAL the inclusion of these decisions, and other recommendations on the remaining items of the agenda of the UN/IMCO Conference, in their report to the fifty-third session of ECOSOC and the Conference in question, respectively.

19. The UN/IMCO Conference on International Container Traffic was held in Geneva from 13 November to 2 December 1972, and was attended by 82 member countries and 42 intergovernmental and non-governmental organizations, a total of 630 participants counting

/both delegates

both delegates and observers. The Conference agreed upon an International Convention for Safe Containers (CSC) and a Customs Convention on Containers 1972, which remained open to the signature of the member countries of the United Nations, and approved several resolutions on (Transit of Containers Destined for Land-Locked Countries; Customs Convention on the International Transit of Goods: Facilitation of Health Control Operations; Carriage of Dangerous Goods, etc.).

20. The basic problem concerning the possible agreement on the international combined transport of goods - a much wider and more important one than international container traffic - was extensively discussed in the Third Committee and took up almost all of the time of the plenary meeting of the Conference. Finally, in resolution 7 on the Combined Transport of Goods, the United Nations/IMCO Conference on International Container Traffic recognized that the development of intermodal transport had given rise to a new type of transport contract with differing contents, and that international uniformity was desirable in finding a solution to the problems related thereto, and would be beneficial to international trade. At the same time, the Conference recommended to the Economic and Social Council: (a) that UNCTAD, in co-ordination with the United Nations regional economic commissions and with the co-operation of the appropriate regional and subregional bodies and other international organizations undertake new studies on all the relevant aspects of the international combined transport of goods, including such matters as the impact of such traffic on international transport and trade, balance-of-payments questions, costs of international transport, insurance, and the consistency of the international combined transport of goods with national policies on transport, trade, and insurance, bearing in mind particularly the needs and requirements of developing countries; (b) that UNCTAD establish as soon as practicable an intergovernmental preparatory meeting to prepare a preliminary draft of a convention on international intermodal transport, taking into account the report

/of the

of the Third Committee of the Conference, and that it reconvene the Group to review on the basis of the studies mentioned in paragraph (a), the preliminary draft convention with a view to ammending it where appropriate, bearing in mind the legitimate interests of developing countries and (c) that it request to the General Assembly of the United Nations to convene for the end of 1975, subject to the completion of the review mentioned in the previous paragraph, a Plenipotentiary Conference to finalize a convention on international intermodal transport on the basis of the draft resulting from the said review.

21. The resolutions adopted at the United Nations/IMCO Conference correspond, generally, to projects presented by the Group of 77, and those referring to the fundamental part of the draft convention translated in essence the agreements reached at the subregional meetings in Brasilia, Mexico City, and Lima. Its importance lies in the fact that it established a logical process which made it possible to hold - through studies carried out by agencies which offer guarantees of technical suitability and political impartiality - a Plenipotentiary Conference with sufficient information available for adopting a convention on the multimodal transport of goods which gives due attention to the interests of developing countries.

22. In resolution 1734 (LIV) of 10 January 1973, ECOSOC endorsed the recommendations of the United Nations/IMCO Conference and requested the Trade and Development Board to set up an intergovernmental preparatory group to prepare, in consultation with other United Nations bodies, a preliminary draft convention on international multimodal transport. The Intergovernmental Preparatory Group appointed by the Secretary General of UNCTAD pursuant to the above-mentioned ECOSOC resolution and decision 96 (XII) of the Board is made up of 66 countries, representatives of the Group of 77 or developing countries, of Group B or developed market economy countries, of Group D or socialist countries in due proportion. Among them there are 11 Latin American countries, namely: Argentina, Brazil, Colombia, Cuba, Chile, El Salvador, Jamaica, Mexico, Peru, the Dominican Republic and Venezuela.

/23. The

23. The Intergovernmental Preparatory Group (IPG) held its First Session in Geneva from 29 October to 10 November 1973, which discussed, in general, the institutional, economic, social, political and technical implications of a possible convention. The various regional groups presented proposals, whereas the Group of 77 - with the support of Romania - made their concern known as regards the institutional aspects of international intermodal transport, in a memorandum 5/ which served as a basis for the guidelines adopted at that First Session. In the said memorandum "concerning the studies to be prepared by the UNCTAD Secretariat", several questions were raised concerning economic, social and institutional aspects, on problems of documentation, liability and insurance, the scope of application of the convention, requirements to be met by the combined transport operator and other commercial aspects. At the end of the meeting, the chairman of the IPG, Prof. Erling Selvig (Norway), issued a statement, previously agreed upon with the co-ordinators of the three groups, in which he placed on record that the objective of the meeting had been attained, namely that of providing guidelines to the Secretariat on the tenor of the studies that the Group would need to be in a position to prepare for subsequent sessions a preliminary draft of a convention on international intermodal transport.6/

24. The Second Session of the Intergovernmental Preparatory Group was held from 11 to 29 November 1974. Latin American countries had had the opportunity to prepare their suggestions at the two previous meetings, mentioned earlier; the Second Meeting of the Council for the Physical Integration of the Member Countries of the Cartagena Agreement (Lima, 7-12 October 1974) and the first Latin American Regional Preparatory Meeting on the Convention on International Intermodal Transport (Mar del Plata, 21-30 October 1974). For its

---

5/ See UNCTAD; Memorandum concerning the studies to be prepared by the UNCTAD Secretariat (TD/B/AC.15/L.6) 31 October 1973.

6/ See UNCTAD: Agreed statement made by the Chairman of the Preparatory Group (TD/B/AC.15/L.8), 5 November 1973.

/part, CEPAL

part, CEPAL had prepared a number of background documents for both meetings, which helped to fix Latin American positions. Since the remaining members of the Group of 77 had not studied the problems to be dealt with in this meeting in advance, the Latin American delegates had to convince them of the need for and desirability of having a convention on intermodal transport and of taking an active part in its preparation. It was argued, that, if this was not done, as intermodal traffic increased, the developing countries would be forced to accept regulations imposed upon them by the developed nations, as in the case of the rules adopted in 1973 by the International Chamber of Commerce, based wholly on the early draft of the TCM Convention. Finally, agreement was reached in the Group of 77 to present a common document, showing a cautious and constructive approach to the matter.

25. Although at that Second Session of the IPG concepts were clarified, no positive advance was made in the preparation of a draft convention. In his final summing up, the Chairman, Prof. Selvig stated that all the groups had attributed great importance to the establishment of an internationally recognized document which would constitute evidence of the contract and the application of the convention; that whatever Convention was accepted would be based on the principle of the optionality of multimodal transport; that the transport document would contain the minimum information necessary for satisfying the requirements of the parties and for protecting their interests; that it would establish a liability régime under which the operator is principally responsible for the goods throughout the entire intermodal transport operation; and that the UNCTAD Secretariat should carry out a number of in-depth studies on the various matters of concern to the IPG, before the Third Session.

26. The Third Session of the Intergovernmental Preparatory Group was convened from 16 February to 4 March 1976. The session continued under the chairmanship of Prof. Selvig, with Mr. Iloni Starec (Brazil) as rapporteur. The Group of 77 re-elected Minister Helcio Tavares Pires (Brazil) as co-ordinator, and the Latin

/American Group

American Group re-elected Lic. Manuel Cantarell (México) as their spokesman. Unfortunately, on this occasion the Latin American Group had not held prior meetings at regional or subregional level, in spite of the fact that this step had been agreed upon at the First Latin American Regional Preparatory Meeting (Mar del Plata, October 1974) and at the Second Session of the IPG.

27. The IPG did not complete its work at the Third Session, owing to the fact that there were no facilities at the Palais des Nations for meetings, because indispensable support services were not available from 25 February to 3 March. In any event, some progress was made according to the statement made by the Chairman in his summing up of the debates on documentation, liability and cargo insurance, customs, and the scope of application of the Convention;7/ all the groups were prepared to accept, in general, the definition of the IT contract which appeared in the documents prepared by the Secretariat for the Third Session; all the groups also agreed that: the shipper was entitled to receive an IT document as evidence of the intermodal transport contract and, subject to his needs, a negotiable or non-negotiable IT document; that the IT document should constitute, save proof to the contrary, evidence of the reception of the goods described in them by the intermodal transport operator; that there should be rules establishing the information which should be contained in IT documents, a matter which IPG should continue to study, and that the rules concerning IT documents should not impede the use of automatic data processing systems in connexion with IT contracts. All the groups also recognized the close relation between cargo insurance and the liability régime as a means of protecting cargo against all risks to which it is exposed during transport, and that cargo insurance at the owner's cost must continue to play a fundamental role in providing suitable protection for cargo. All the groups were prepared to continue

---

7/ Report of the IPG on the First Part of its Third Session (TD/B/AC.15/18, 20 May 1976), Annex I.

/the discussion

the discussion on customs issues, but they did not think it necessary to establish a detailed customs transit system for international intermodal transport, but that the Working Group should study to what extent certain general principles governing customs operations could be incorporated in the draft Convention to be prepared by the Intergovernmental Preparatory Group. Finally, the Working Group should use as the basis for its study on the scope of application of the draft convention, the relevant sections of the IPG report on its Second Session and the discussions on the matter during the First Part of the Third Session. The scope of application of the Convention should be defined as clearly as possible in the Convention itself; an IT contract should be subject to the rules of the convention where there is a territorial link between contracting states; it should clarify, if such a link is a prerequisite, whether one, two, or three of the following territorial links will be required: (a) that the place at which the IT operator takes delivery of the goods is situated in the Contracting State; (b) that the place to which the goods are to be delivered under the IT contract is located in a Contracting State, and (c) that the IT document is issued in a Contracting State. The application of the Convention should be optional, in other words, the shipper should be free to contract for intermodal transport services or traditional segmented transport services according to his needs.

28. Since the Third Session did not succeed in completing its work, the IPG agreed to hold a second meeting at the first opportunity, possibly in August 1976 as proposed by the UNCTAD Secretariat and considered acceptable by the Chairman, as well as the Latin American and D Groups, but this was not accepted by the Group B - since it coincided with the holiday period in Europe - nor by the African and Asian Groups, and it was finally decided that the Second Part of the Third Session would be held in January 1977.

/29. It

29. It must be pointed out that throughout the international meetings concerning intermodal transport it was seen that some developing countries are reluctant to accelerate negotiations for reaching agreement on an international convention and would prefer that its scope were limited to traffic between developed countries. At the cost of great effort by the Latin American delegations unity was maintained in the Group of 77 as regards the principle of the need for and the desirability of participating in the preparation of an intermodal transport convention, the sole way of ensuring that this new system - which is irreversible - is applied in future under rules suited to the interests and aspirations of developing countries.

30. The differences of opinion within the Group of 77 are justified owing to the disparity of situations and interests among its members. In fact, Latin America has made more progress than other regions as regards intermodal transport, it has greater expectations of taking part in the large-scale use of unitized cargo and, in view of the nature of its imports and exports, as well as the cost of operations in its ports, considers that the new technology would be a solution to those problems. Furthermore, the Latin American merchant navies, in general, are developed and have the support of the State in protecting their right to participate in the trade generated by their countries.

3. Status of negotiations in Geneva

31. Although the Intergovernmental Preparatory Group has not yet succeeded in preparing a draft of any of the articles of the draft Convention on International Multimodal Transport, it has undoubtedly made progress in that direction at its sessions, the third of which remains to be completed. Among its principal achievements, mention should be made of the fact that, with few exceptions, there is now awareness as to the need for legislation in this connexion. There also exists an agreement in principle, as indicated in the previous chapter, on some of the matters to be contained in the draft

Convention concerning aspects relating to: documentation, liability (liability and cargo insurance), customs and the scope of application. There is also agreement as to international recognition for the document issued by the Intermodal Transport Operator (ITO); that intermodal transport must be optional and not compulsory; that the negotiability of the document will depend on the needs of the user; that cargo insurance by the owner must continue to play a fundamental role as a means of providing suitable protection for cargo; that certain general principles concerning customs operations should be included in the convention; that the IT contract should be subject to the rules of the convention in cases where there is a territorial link, which is determined by three factors, without stipulating whether they should apply severally or jointly.

32. It also points out that certain delegations have been seen to be inclined towards slow progress in finalizing a draft project, an attitude which is likely to serve the interests of certain developed countries in which the regulations at present governing International Intermodal Transport, which are based on those contained in the controversial and rejected TCM draft Convention are being firmly established. Uniform Rules for a combined transport document, by the International Chamber of Commerce, are an example of the private law regulations being applied at present.

33. Furthermore, the Baltic and International Maritime Conference (BIMCO),8/ with headquarters in Copenhagen, issued a combined transport bill of lading (known as the COMBICONBILL) which has been gaining increasing acceptance since January 1971. According to a memorandum presented by BIMCO at the third session of the IPG,

---

8/ BIMCO is not a liner conference but an association of ship builders and brokers with a membership of 2,200 from 87 countries.

the bill of lading in question is based on the TCM draft Convention, since the intention from the outset was that the COMBICONBILL would be subject to revision and adjustment in accordance with the final Convention on International Intermodal Transport. According to the same note, this document may be used either as a traditional port-to-port bill of lading, as a through bill of lading, or as an intermodal transport bill of lading.9/

34. The second part of the Third Session of IPG will be held in January 1977 for three weeks. In addition, the Group agreed to recommend to the Board of Trade and Development that it hold its fourth session in October/November 1977 for two or three weeks. In other words, one will still have to wait until the end of 1977 for the Intergovernmental Preparatory Group to complete its work in preparing a draft Convention, for submission to the Plenipotentiary Conference which, at the very best would take place in mid-1978.

9/ See CEPAL, Documentation forms relevant to international intermodal transport (E/CEPAL/L.114, 4 October 1974).

4. The Latin American position

35. Although the use of intermodal transport has so far been limited in Latin America, its growth potential is such that the region has for some years been concerned with the general implications of the new system, and specifically its economic, social, and institutional implications. Interest in these aspects has been fostered by CEPAL through the numerous studies carried out since the matter was first rraised in international forums and the support given to the subregional and regional meetings mentioned above, and in the respective meetings held in Geneva, both the UN/IMCO Conference on Container Traffic and the meetings of the Intergovernmental Preparatory Group on a Convention on International Intermodal Transport. In addition to those already mentiones, regional expert meetings on multimodal transport (Santiago, Chile, July-August 1974) and transport insurance (Mexico City, January 1975) were organized by CEPAL.

36. Equally important were the seminars on multimodal transport, at which CEPAL provided advisory services, which were held during 1974 and 1975 in various countries on effective means of awakening interest in problems relating thereto, and promoting the study of them at national lavel by both government authorities and private sectors representing trade, transport, banking, insurance and production. In all cases substantial official and private support was received, and in most cases working groups were set up which continued the action initiated. The following is a list of the countries in which national seminars were held with the co-operation of the institutions indicated: Argentina: Buenos Aires (Ministry of Public Works and Transport and the Argentine Chamber on Container Transport); Bolivia: La Paz (Ministry of Transport, Communications and Civil Aviation and the Technical Integration Secretariat and LAFTA); Brazil: Rio de Janeiro (Ministry of Transport) and Brazilia (Ministry of Foreign Affairs); Chile: Arica (Junta de Adelanto de Arica and Chamber of Commerce of Arica); Antofagasta (Chamber of Commerce of Antofagasta); Valparaíso (Ministry of Transport and the Universidad Católica of

/Valparaíso);

Valparaíso); Colombia: Bogotá (Dirección Nacional de la Marina Mercante y Consejo de Usuarios del Transporte Marítimo y Aéreo, CUTMA); Costa Rica: San José (SIECA); Cuba: Havana (Ministry of Merchant Marine and Ports); Ecuador: Guayaquil (Dirección de Desarrollo Marítimo); Guatemala at the Central American level: Antigua Guatemala (SIECA); Guyana: Georgetown (CARICOM); Honduras: Tegucigalpa (SIECA); Mexico: Mexico City (Ministry of Foreign Affairs and the Mexican Institute of Foreign Trade, IMCE); Paraguay: Asunción (Ministry of Public Works and Communications); Peru: Lima (Ministry of Transport and Communications); Puerto Rico: San Juan (State Department); The Dominican Republic: Santo Domingo (Centro Dominicano de Promoción de Exportaciones); Trinidad and Tobago: Port of Spain (CEPAL Office); and Venezuela: Caracas (Ministry of Foreign Affairs and Institute of Foreign Trade).

37. The Latin American Free Trade Association (LAFTA) also made a list of matters of concern to member States of the Montivedeo Treaty as regards intermodal transport, taking an active part in the subregional and regional meetings mentioned, and contributed studies to the first Inter-American Seminar on Unitized Cargo organized by the Permanent Technical Committee on Ports of the OAS (Bogotá, Colombia, March 1968) and to the meetings of the Intergovernmental Preparatory Group on a Convention on International Intermodal Transport.

38. The Organization of American States also served as a suitable forum for the study of combined transport on various occasions. In March 1968 the Permanent Technical Committee on Ports organized the first Inter-American Seminar on Ports in Bogotá (Unified Cargo), at which more than 20 documents were presented and recommendations were adopted inter alia, on problems of combined transport. At the Inter-American Port Conference III (Viña del Mar, November 1968) a draft convention prepared by OAS on transport facilitation of unitized cargo was discussed without being adopted. Furthermore, the Ad Hoc Group on shipping at its Second Meeting (Asunción, Paraguay, September 1974) recommended to the Special Committee for Consultation and Negotiation (CECOM) that it sponsor an advisory meeting among member States to study the proposed Convention on International Intermodal Transport. CECON endorsed that recommendation at the meeting of the Inter-American

Economic and Social Council, which, by resolution CIES/RES/73 (IX-74) of December 1974 recommended to the Secretariat that it convene an advisory meeting to study the positions of the member countries of the system as regards the proposed Convention on International Intermodal Transport to be studied at the Plenipotentiary Conference of the United Nations.

39. The Ad Hoc Maritime Transport Group also recommended to member States that, taking into account the proposed Convention on International Intermodal Transport, they study and implement draft legislation designed to give effect to and institutionalize in due course the recommendations which may be formulated at the meetings on intermodal transport. Also, that they should provide timely information to the OAS Secretariat on the studies and measures adopted in this connexion for the distribution of such information to member States so that it may be taken into account when studying the problem as a whole at the level of the Inter-American system.10/

40. In order to provide the maximum information in this respect, without minimizing the advisability of referring to the respective background documents, it is felt that the summary given below of the agreements adopted at the pertinent meetings which show the Latin American, subregional, or regional position in this regard is desirable.

41. At the Second Meeting of the Consejo de Integración Física of the Board of the Cartagena Agreement, as can be seen in the Final Report 11/ it was agreed to recommend to the governments that the position of member countries at the Latin American Regional Preparatory Meeting on the Convention on International Intermodal Transport should reflect specific principles. These principles might be summarized as follows:

10/ Report of the second meeting of the Ad Hoc Group on Shipping to the Special Committee for Consultation and Negotiation (CIES/CECON-TRANS/22/Corr.1, 19 November 1974).

11/ Final Report of the second meeting of the Consejo de Integración Física of JUNAC (C-IF/II/Informe Final, 11 October 1974).

/(a) It

(a) It is desirable and necessary to have a convention, provided that it provides suitable protection for the interests of developing countries and permits their increased participation in the application and use of international intermodal transport and the resulting new technologies;

(b) The Convention shall be binding in the case of intermodal transport between Contracting States when the contract is entered into with the ITO, and the respective document issued;

(c) The application of the Convention in a Non-Contracting State shall be subject to its national legislation in this respect;

(d) Whether transit countries accede or not to the Convention shall not affect the facilities which they may grant or may be able to grant to landlocked countries or those facilities covered under bilateral agreements on free transit;

(e) The Convention shall establish the minimum requirements to be met by the ITO in the exercise of his activities, which shall include compulsory registration in each country in which he operates and compliance with national legislation on the routes to be followed and obligations with regard to the country's carriers;

(f) The Convention shall cover all modes of transport susceptible to intermodal transport operations;

(g) The Convention shall apply compulsorily to international intermodal transport of unitized cargo and shall be optional for general break-bulk cargo;

(h) Bulk cargo (solid, liquid and gaseous) shall be excluded from the Convention;

(i) LASH barges and roll-on/roll-off trailers shall be considered instruments of transit transport when carrying cargo towards or from landlocked countries.

42. Agreement was also reached on the following guidelines as regards liability, insurance, and the competence of the ITO:

(a) The ITO shall be responsible for the service provided;

/(b) The

(b) The parties, ITO and user, shall retain their freedom to establish liability at levels higher than those laid down in the Convention;

(c) The ITO shall provide the user with extensive detailed information on the conditions of the insurance policy that he has taken;

(d) The user shall have the option of taking out directly the insurance policies which he deems desirable for covering his goods, and

(e) The Convention shall include rules of application on jurisdiction and competence in the case of disputes arising under the entering into or performance of contracts for international intermodal transport so that the users and carriers in developing countries are not prejudiced.

43. As regards the operator or enterprise and the international intermodal transport document, the basic principles and definitions adopted were later taken up almost textually at the First Latin American Preparatory Meeting on the Convention on International Intermodal Transport and are given below in the discussion of that meeting. In addition, it was recommended to the pertinent international agencies that they study the labour implications of the adoption of the new technologies and propose suitable solutions. Finally, the Consejo de Integración Física decided to draw the attention of the participants at the First Latin American Regional Meeting to the need to take the following aspects into consideration: (a) the desirability of examining the nature or scope of possible reciprocal - or non-reciprocal - measures between developing and developed countries as regards international intermodal transport, and (b) the reconciliation of the proposed Convention with the provisions in the Code of Conduct for Liner conferences.

44. The First Latin American Regional Preparatory Meeting on the Convention on International Intermodal Transport adopted the conclusions which are summarized below and which appear in detail in its final report.12/

12/ Informe final de la Primera Reunión Regional Latinoamericana Preparatoria de la Convención Internacional de Transporte Intermodal (GRULA INTERMODAL/6/Rev.1, 30 October 1974).

/A. Scope

A. Scope of a Convention on International Intermodal Trasnport

45. It was considered necessary that the countries of the region adopt measures designed to:

(a) Ensure control by the governments of the region over the new processes of intermodal transport and adequate participation by Latin American countries in this transport;

(b) Promote the establishment and strengthening of national operators of intermodal transport in their own countries;

(c) Ensure the active and co-ordinated participation of the countries of the region in the future international negotiations directed towards the adoption of intergovernmental agreements on this matter;

(d) Seek the adoption of common positions with the developing countries of Africa and Asia, in order to broaden the negotiating capacity of the Group of 77.

46. The conclusion was reached that it was desirable to take an active part in the preparation of an international convention, making its acceptance subject to the inclusion of specific clauses on each one of the matters indicated below, giving suitable consideration to the interests and points of view of developing countries. Among the principal conditions that should be established in order that a convention could eventually be acceptable to the developing countries, it is imperative that intermodal transport operations take due account of national legislation and international agreements regarding cargo reservations, transit permits for land transport, coastal shipping regulations, insurance, movement of containers and other means of cargo unitization, exchange and customs rules, etc., and that full details be provided of the conditions which are to govern the activities of intermodal transport operators. This implies the need for including in the text of the convention clauses of public law, and expressing clearly in the convention the relationship between the States and the ITO, as well as between the latter and the users.

/47. The

47. The norms of public law in the Convention shall be mandatory for the users and for the intermodal transport operator (ITO). The Convention shall not include any rule designed to limit the legislation of the acceding countries on intermodal transport in their own territory, or their right to establish, bu granting licenses or any other means, the conditions under which national and foreign ITOs may operate.

48. The Convention shall apply to all modes of transport susceptible to intermodal transport operations, including air transport. The clauses of private law of the Convention shall apply above-all to the international intermodal transport of unitized cargo. Bulk cargo (solid, liquid, gaseous) shall be excluded from the Convention.

49. The clauses of an eventual convention on intermodal transport shall be compatible with the rules of the convention on the Code of Conduct for Liner Conferences.

50. There was an agreement that it was not necessary to include in the Convention clauses on LASH barges or roll-on/roll-off trailers since such elements should be subject to the national legislation of the country through which these transit or to which they are destined, whereas the traction elements (cabs or tractors) shall have the nationality of the country in which they operate and thus be subject to its laws.

B. The International Intermodal Transport Operator

51. For the purposes of the Convention the following definition of intermodal transport operator was adopted:

The intermodal transport operator is that legal or natural person - public or private - with the necessary technical, commercial and financial capacity who assumes responsibility for the organization and execution of international intermodal transport, in conformity with the legislation of the country in which he operates and with the norms of the proposed convention. It was reiterated that the States should retain the right to regulate and authorize the establishment of intermodal transport operators in their territories.

/52. The

52. The Convention shall establish the minimum requirements which the ITO should fulfil in order to be able to carry out his activities. These requirements shall include the following:

(a) The mandatory registration of the ITO in each country in which he operates, with the authorization to operate being subject to a national licence which will be extended upon fulfilment of requisites that each country shall determine;

(b) Compliance with national regulations on routes to be used and his obligations as regards the carriers of the country in which he operates;

(c) Compliance with national and regional regulations on cargo reservations, transit licences for land transport, coastal shipping regulations, insurance, movement of containers and other means of cargo unitization, exchange and customs regulations, tariff regulations, etc.;

(d) The duly guaranteed financial solvency of the ITO commensurate with the responsibility he assumes;

(e) The compulsory record of tariffs, commissions, or other emoluments which the operator receives for his participation in intermodal transport.

53. It was also agreed that under the Convention it shall be the duty of the ITO to inform the users and their respective governments on the possible alternative routes which might be used for a particular service, and the right of the user to choose the routes on which his cargo should be transported. Under the Convention the contracting parties shall reserve the right to oversee the compliance by the ITO of his contractual obligations.

54. The Convention shall contain the necessary provisions for ensuring the suitable relationship between the partial freight rates and services paid by the ITO and the global amount charged to the user for a complete international intermodal transport service. Also, such dispositions shall ensure the transfer to the user of the benefits derived from the establishment and expansion of intermodal transport.

/C. Liability

47. The norms of public law in the Convention shall be mandatory for the users and for the intermodal transport operator (ITO). The Convention shall not include any rule designed to limit the legislation of the acceding countries on intermodal transport in their own territory, or their right to establish, bu granting licenses or any other means, the conditions under which national and foreign ITOs may operate.

48. The Convention shall apply to all modes of transport susceptible to intermodal transport operations, including air transport. The clauses of private law of the Convention shall apply above-all to the international intermodal transport of unitized cargo. Bulk cargo (solid, liquid, gaseous) shall be excluded from the Convention.

49. The clauses of an eventual convention on intermodal transport shall be compatible with the rules of the convention on the Code of Conduct for Liner Conferences.

50. There was an agreement that it was not necessary to include in the Convention clauses on LASH barges or roll-on/roll-off trailers since such elements should be subject to the national legislation of the country through which these transit or to which they are destined, whereas the traction elements (cabs or tractors) shall have the nationality of the country in which they operate and thus be subject to its laws.

B. The International Intermodal Transport Operator

51. For the purposes of the Convention the following definition of intermodal transport operator was adopted:

The intermodal transport operator is that legal or natural person - public or private - with the necessary technical, commercial and financial capacity who assumes responsibility for the organization and execution of international intermodal transport, in conformity with the legislation of the country in which he operates and with the norms of the proposed convention. It was reiterated that the States should retain the right to regulate and authorize the establishment of intermodal transport operators in their territories.

/52. The

52. The Convention shall establish the minimum requirements which the ITO should fulfil in order to be able to carry out his activities. These requirements shall include the following:

(a) The mandatory registration of the ITO in each country in which he operates, with the authorization to operate being subject to a national licence which will be extended upon fulfilment of requisites that each country shall determine;

(b) Compliance with national regulations on routes to be used and his obligations as regards the carriers of the country in which he operates;

(c) Compliance with national and regional regulations on cargo reservations, transit licences for land transport, coastal shipping regulations, insurance, movement of containers and other means of cargo unitization, exchange and customs regulations, tariff regulations, etc.;

(d) The duly guaranteed financial solvency of the ITO commensurate with the responsibility he assumes;

(e) The compulsory record of tariffs, commissions, or other emoluments which the operator receives for his participation in intermodal transport.

53. It was also agreed that under the Convention it shall be the duty of the ITO to inform the users and their respective governments on the possible alternative routes which might be used for a particular service, and the right of the user to choose the routes on which his cargo should be transported. Under the Convention the contracting parties shall reserve the right to oversee the compliance by the ITO of his contractual obligations.

54. The Convention shall contain the necessary provisions for ensuring the suitable relationship between the partial freight rates and services paid by the ITO and the global amount charged to the user for a complete international intermodal transport service. Also, such dispositions shall ensure the transfer to the user of the benefits derived from the establishment and expansion of intermodal transport.

/C. Liability

C. Liability and insurance

55. Agreement was reached on some preliminary ideas on the liability régime of the ITO and the contracting of insurance on behalf of the user which were reviewed and later framed at the meetings of experts on transport insurance held in Mexico City, and at the First Part of the Third Session of the IPG in Geneva.

D. The international intermodal transport document

56. For the purposes of the agreement, the following definition of the international intermodal transport document was adopted:

It is the document of the contract between the user and the ITO, under which the latter undertakes to transport or procure the transport of goods between two countries using at least two modes of transport, from the place at which he takes delivery of the goods to the place agreed upon for their delivery.

57. The issue of the international intermodal transport shall constitute adequate proof that a specific operation will be governed by the clauses of the convention on international intermodal transport. It was further agreed that the document shall be negotiable at the option of the user.

58. As regards the content of the international intermodal transport document, it was agreed that it should include, at least the following data:

(a) Name or title and residence of the operator, of the exporter, and of the importer or the consignee, when the document is not issued to bearer;
(b) Place and date of issue;
(c) Place of production, origin, reception and delivery of cargo;
(d) Nature of the merchandise, its packing, identification marks and numbers, declared in legible form by the exporter on the packaging or on the merchandise itself if not packaged;
(e) Number of pieces or packages and their gross weight or volume;
(f) Declaration of the value of the merchandise when so required by the shipper;

/(g) Terms

(g) Terms of the transport contract;

(h) A breakdown, when feasible, of the cost by mode of transport, points of transhipment and terminals;

(i) Name of cargo insurer;

(j) Other clauses agreed to by the parties, and

(k) Data to facilitate customs procedures.

59. As can be seen, much of the information required is similar to the contents of the bill of lading, precisely because the intermodal transport document will have the same functions as a transport contract and constitute title to ownership of the goods as the oldest of international trade documents. The purpose of the other items is to protect the interests of the users in developing countries vis-à-vis the intermodal transport operators who it is assumed will be always in a stronger position. However, it should be noted that this list does not contain any information designed to oversee compliance with the laws on reserve cargo space nor on rules on the nationality of carriers in domestic traffic in each country.

E. Jurisdiction

60. The Convention should establish that the plaintiff should be free to choose inter alia, as regards jurisdiction: (i) the place where the defendant has his domicile, his principal place of business, or ordinary residence; (ii) the place where he has the branch or agency where the contract was made; (iii) the place where the loss or damage occurred; (iv) the place of origin or destination of the cargo.

F. Customs questions

61. It was agreed that consideration be given to the inclusion of a chapter or section in the Convention dealing with customs questions which are not adequately covered by international conventions in force, leaving the regulation of systems concerning guarantees to national legislation.

/G. Technical

G. Technical, social and economic implications

62. It was agreed to recommend the carrying out of studies on the reduction in employment opportunities, the shift towards employment requiring higher qualifications and other implications for labour of the new technologies of intermodal transport, and the adoption of measures to ensure the adjustments and transfers needed, by the respective governments, for avoiding a drop in the total employment level or in the income of the workers affected.

H. Other aspects of a possible convention

63. After studying the pertinent UNCTAD and CEPAL documents it was agreed that it would be difficult to take decisions at the moment on matters relating to territorial links, conflict of laws, arbitration, and it was recommended that the IPG study them at its next meeting, taking care that the decisions taken on them do not affect the favourable positions achieved in the Code of Conduct for Liner Conferences, and that the results of the work of UNCITRAL on these matters be taken into account.

I. Other decisions

64. The First Latin American Regional Preparatory Meeting adopted other decisions, the most important of which were to request CEPAL to convene a meeting of insurance experts to study the scope of the policies taken by the ITO, and the establishment of a subregional insurance and reinsurance union.

65. At the Regional Meeting of Experts of Transport Insurance 13/ agreement was reached on considering extensive liability insurance taken out by the ITO for the user as a possible alternative to insurance for loss, deterioration and damage to cargo taken out by the user; that in any of the two variants the insurance shall be taken wholly in the countr of importation if cover is obtainable in that country: and that it would be desirable for developing countries to adopt measures designed to regulate the activities of the ITO in their territories.

13/ Regional Meeting of Experts on Transport Insurance, Mexico City, 28 to 31 January 1975. Report of the Rapporteur.

/66. It

66. It was not deemed desirable, for the moment, to draw up a model policy consistent with the uniform system recommended at the Mar del Plata Meeting and another consistent with the various systems propounded by UNCTAD. It was also considered better for the countries to prepare their ideas or suggestions on the liability of the ITO so that the forthcoming Latin American regional meeting on intermodal transport could adopt a clearer definition in this respect and on this basis, representatives of the insurance area could draw up new clauses suitable for inclusion in traditional transport policies.

67. As regards the establishment of a subregional insurance and reinsurance union to be responsible for negotiating subregional reinsurance abroad, it was considered desirable and necessary to encourage domestic co-insurance, reinsurance and retrocession operations, so that each country could take maximum advantage of the retention capacity of the directly accepted liabilities, but, in view of the vital importance of the subject, and of the short time at the disposal of the meeting, it was thought desirable to request CEPAL to promote another meeting of experts to deal with the subject as broadly and thoroughly as required.

68. The intense activity undertaken by Latin America in national, subregional, and regional meetings was reflected in forums at world level in which it played an effective role. Both at UNCTAD III and in the Committee on Shipping of UNCTAD, Latin American delegates played a major part, and the same can be said, to an even greater extent, as regards the meetings of the Intergovernmental Preparatory Group on the Convention on International Intermodal Transport. Perhaps the most arduous task was that of persuading the other members of the Group of 77 in Geneva of the need for and desirability of taking part in the preparation of a convention and on the basic principles that it should contain, a valuable achievement which was made possible by the fact that the meetings of the IPG and of the Group of 77 elected as spokesman a representative of Latin America.

69. Thus, at the United Nations/IMCO Conference on International Container Traffic (Geneva, 13 November-2 December 1972), the resolutions adopted reflected the drafts presented by the developing countries and

/were based

were based on the suggestions made at the subregional meetings in Brazilia, Mexico City and Lima.14/ The same can be said concerning the basic issue that is, the philosophy underlying the intervention of the Group of 77 in the preparation of the proposed Convention which it cost so much to maintain throughout the years within the group of developing countries in UNCTAD.

70. At the first session of the IPG, the Group of 77 - with the support of Romania - presented a memorandum with the basic ideas to be contained in the study by the UNCTAD Secretariat in the matter, a position also derived from the concept held by Latin America.15/ This document practically laid down the guidelines for the studies on the institutional, economic, and social aspects which were undertaken by UNCTAD as a result of that meeting.

71. At the Second Session of the IPG, the representative of Brazil, as spokesman for the Group of 77, made a detailed statement outlining the position of the developing countries vis-à-vis the expansion of international intermodal transport.16/ In that statement he went on record as saying that should a convention fail to be adopted, the expansion of intermodal transport would impose, in any event, new legal norms and commercial practices which would govern their operation, and for this reason the developing countries had reached the conclusion that it was necessary to take an active part in the eventual preparation of a convention on international intermodal transport. Below a summary is provided which is a free translation of the principal points of view contained in the speech in question which, it is easy to note, reflects the same suggestions made by Latin America at the previous meetings in Lima and Mar del Plata.

14/ LAFTA: Informe acerca de la Conferencia Naciones Unidas/OCMI sobre transporte internacional en contenedores. CEP/Repartido 1532, 31 January 1973.

15/ See op. cit., under note 5/.

16/ Report of the IPG on its Second Session (TD/B/AC.15/11, Annex II), 31 December 1974.

/72. The

72. The Convention should not be approached within the framework of the establishment of the new international economic order referred to in the Declaration and Programme of Action adopted by the General Assembly of the United Nations at its Sixth Special Session. It should, therefore, be designed to promote the economic and social development of the developing countries and particularly the least favoured among them, of the landlocked and island developing countries; to ensure the ordered introduction of new transport technologies in the developing countries, and to promote international intermodal transport in a manner which facilitates and fosters increasing trade. The developing countries consider it imperative that the Convention be compatible with the Convention on a Code of Conduct for Liner Conferences, so as to provide due protection to their interests in the field of shipping.

73. Among the main conditions to be met for the eventual Convention to be acceptable, it is imperative that intermodal transport operations be carried out in compliance with national legislation and the pertinent international agreements. In addition, the relations between the States and the ITO, as well as those between the latter and users must be clearly expressed in the Convention.

74. The former gives rise to the need for including in the text of the Convention clauses of public law. The norms of public law in the Convention must be mandatory for the users and for the ITO. However, the norms of private law which govern the relations between the user and the ITO must be optional for the user. In this way, the user retains the freedom to use the segmented method of transport.

75. The developing countries believe that the States have the right to regulate and supervise the activities of the ITO in their territories, and national norms on the routes to be used and other obligations of the carriers in the countries in which they operate. Without prejudice to the former, the Convention should indicate the basic duties and rights of the ITO as regards the protection of the interests of the developing countries.

76. As regards the contents of the Convention, they believe that it should establish an international intermodal transport document which constitutes suitable evidence that a specific operation is governed by

/the clauses

the clauses of the Convention, and that it is the duty of the ITO to issue this document at the user's request. The document should contain the requirements considered to be the minimum necessary by the Convention for safeguarding the interests of the parties, for facilitating international trade and customs procedures which do not receive adequate consideration in conventions in force.

77. As regards liability, any future convention should contain provisions which limit the exemptions of the ITO to the minimum. Cargo insurance should be contracted in insurance companies in developing countries, taking account of resolution 42 (III) of UNCTAD to provide assistance to the insurance markets of those countries.

78. In order to obtain sufficient knowledge of the technical, social, legal, and economic implications of international intermodal transport, the developing countries request UNCTAD in co-operation with the regional economic commissions to undertake studies on the following aspects:

(a) Implications for the labour force in developing countries;

(b) Implications for the domestic transport infrastructure, and prospects for the establishment and expansion of international intermodal transport operations;

(c) Technical and financial viability of the investment necessary for adapting the infrastructure;

(d) In-depth studies on the technical, economic, social, legal and institutional implications for the various developing regions of the world of international intermodal transport operations, including the determination of the alternative costs of those operations;

(e) Procedures for consultation among shippers or users and IT operators; safeguards necessary for ensuring that the Convention does not lead to the establishment of powerful consortia of container operators which may become IT operators and replace the system of liner conferences, thereby establishing a small group of world cartels of transnational corporations for the exclusive operation of the international intermodal transport of goods.

/79. In

79. In addition, there should be a substantial increase in technical and financial assistance, on favourable terms, to developing countries for the installation and promotion of international intermodal transport services. It is also recommended that the Intergovernmental Preparatory Group continue studying aspects such as arbitration, conflict of laws, territorial links, and jurisdiction.

80. Information contained in the preface to the document Economic and Social Implications of International Multimodal Transport in Developing Countries, indicates that practically all these proposed studies have been carried out by the UNCTAD Secretariat.17/

81. At the Third Session of the Intergovernmental Preparatory Group, the co-ordinator for Latin America and spokesman for the Group of 77 made the declaration referred to, which was included as annex I to this document, to place on record the purposes for which this group participated in the study on the proposed Convention. In addition, during the course of discussions, the spokesman for the Group of 77 made several well-founded statements,18/ concerning the position of the groups he represented. Considering that it would be useful to collect the maximum information in this document, below is a copy of the most important headings of the statements.

82. As regards the IT document, the spokesman of the Group of 77 stated that it constituted proof of the intermodal transport operations and evidence of the IT contract; that it should be internationally recognized as evidence of the receipt of goods, and serve as a document of title to the goods, and at the request of the shipper be negotiable. The The Intermodal Transport Operator (ITO) would be obliged to issue an IT document, and it is for the shipper to decide whether the document should be negotiable or not.

83. The IT document should contain the data necessary for safeguarding the interests of the parties and for it to play its role in world trade. The IT document might contain the following data:

17/ TD/B/AC.15/13, of 19 December 1975.

18/ Report of the Intergovernmental Preparatory Group of the First Part of its Third Session (TD/B/AC.15/18, of 18 May 1976).

/(a) Identification

(a) Identification serial number of the document;

(b) Indication of whether it is negotiable or not and the number of non-negotiable copies;

(c) Place and date of issue;

(d) Name and address of ITO, of shipper or exporter, and of importer or consignee (when the IT document is not issued to bearer);

(e) Name of the ocean carrier, the shipowner or charterer and name of ocean vessel or substitute vessel (whether or not the vessel is chartered);

(f) Route, modes of transport used and points of trans-shipment;

(g) General nature, type of packaging, identification marks and numbers of the goods;

(h) Number of packages and their volume or gross weight;

(i) Ex-works or FOB value of goods, if so desired by the shipper;

(j) Place of production, delivery and reception of goods;

(k) Freight cost for each mode of the transport, with an indication of whether the freight is paid or to be paid;

(l) Currency in which the payments are effected;

(m) Conditions of transport;

(n) Terms of shipment;

(o) Insurance terms (and liability), with an indication of the name of the insurers;

(p) Approximate time period for the delivery of the goods;

(q) Jurisdiction and arbitration conditions;

(r) Place of compliance with customs formalities (at the point of departure and destination);

(s) Tariff nomenclature;

(t) Number of the import or export licence;

(u) Number of the commercial invoice;

(v) Any other clause the inclusion of which is agreed upon by the parties concerned and is not contrary to national legislation.

Any of the information listed above may be dispersed with if such is the consensus.

/84. As

84. As can be seen, the original 11 items it was decided to include at the First Latin American Regional Preparatory Meeting in Mar del Plata have been increased to twice that number with the purpose either of better protecting the user's interests - as in the case of items (b), (l), (n), (o), (p) and (q) - or of making the identification and customs control of the goods easier and more expeditious - as in items (a), (r), (s), (t) and (u) - or of verifying whether the legal provisions on reservation of cargo for the countries' own flags at sea and the nationality of the means of internal transport are duly complied with. It would seem advisable, however, to review the list of data in order to avoid excessive information which would delay and make unnecessarily costly the issue of the multimodal transport document, without in the end fulfilling any specific or really useful purpose, or being of any subsequent use because of the difficulty of processing it.

85. As regards insurance and the ITO's liability, the Latin American Group prepared an interesting study during the first part of the third session of the Intergovernmental Preparatory Group, the conclusions of which are included as annex II, although one delegation stated that he would be consulting his Government on the subject. This study was presented as a draft for consideration by the African and Asian Groups, but time did not permit a discussion of its conclusions in Geneva and the groups concerned undertook to study them before the second part of the third session.

86. As regards customs, the spokesman for the Group of 77 stated that his Group supported the conclusion contained in the secretariat document prepared by the Director, Department of Commercial Policy, of LAFTA,19/ to the effect that the convention should include general principles needed for determining the customs régime, and common provisions on customs procedures and facilities, designed to take into account the interests of

---

19/ International multimodal transport operations and their implication for the customs administrations of developing countries. Report prepared at the request of the UNCTAD secretariat by Hugo Opazo Ramos, Director, Department of Commercial Policy, Latin American Free Trade Association (LAFTA) (TD/B/AC.15/16, 2 October 1975).

/both developed

both developed and developing countries. Also with regard to customs, as in the case of insurance, a working group of Latin American experts was set up, and produced the document which is appended as annex III and which, although approved by the Latin American Group, was distributed as a draft for discussion by the members of the African and Asian Groups. In any case, although the points deserving consideration in both these fields are not yet exhausted, it is felt that these drafts should provide useful material for further discussion at the Second Latin American Regional Preparatory Meeting.

87. The position of the Group of 77 - and therefore of the Latin American Group - regarding the scope of application of the convention is that the future convention should be mandatory when the shipper and the ITO agreed on a multimodal transport and an IT document was issued. In addition, the shipper should retain his right to use either segmented transport services or multimodal transport. The scope of application should be defined as clearly as possible in the convention. Similarly, the territorial link of the convention to a contracting State should be defined in the convention on the basis of the three following criteria: (a) that the place where the goods are taken into charge by the ITO should be located in a contracting State; (b) that the place designated for delivery of the goods by the ITO should be located in a contracting State; and (c) that the place where the IT document is issued should be located in a contracting State. In this way, the application of the convention would be limited to contracting States which are directly affected by the multimodal transport operation. The representatives of some developing countries expressed the view that these factors might not necessarily be cumulative, and that the convention should apply even if only the first two requirements regarding the territorial link were satisfied.

88. In principle, as stated by the spokesman for the Group of 77, the convention should apply to all modes of transport, but it needed to be considered further whether air transport would be included, in the light of the need for caution expressed by the spokesmen for Group B and Group D. Further consideration should also be given to the question of the

/types of

types of goods to which the convention should apply. As regards the period of time during which the convention should apply, he stated that this would be the same as in other international transport conventions, namely, from the moment the goods were delivered to the ITO until he delivered them in turn to the consignee.

5. Future action

89. From the experience gained at the above-mentioned meetings it may be concluded that the countries of Latin America deem it urgently necessary to have an international legal instrument which will enable them to participate on an equal footing with other nations in international multimodal transport, and that they consider it indispensable to intervene in the preparation of the convention so that their interests may be duly taken into account. Their aspirations may be summarized as follows:

(a) To ensure that the rules on multimodal transport agreed on at the world level will enable Latin America to enjoy the benefits of the new international transport technologies;

(b) To safeguard the participation of their nationals as owners and operators of the companies, ships and equipment required by the new technology;

(c) To ensure that the institutional advantages afforded to unitized cargo should, as far as possible, be extended to other types of cargo so that they will not exclusively benefit multimodal transport operators working with unitized cargo;

(d) To maintain the gains achieved in UNCTAD and other international meetings in recognition of the right of their merchant fleets and insurance companies to obtain a substantial share of the transport or insurance of goods originating in their own countries.

90. The attainment of these goals depends on whether the Latin American countries, with the advisory assistance of international agencies in the region, have a thorough knowledge of the various facets

/of international

of international multimodal transport and are in a position to present and duly defend their viewpoints at the forthcoming meetings in Geneva, in accordance with the positions previously adopted at the relevant regional meetings, such as that scheduled to take place in Argentina in accordance with a resolution of the Latin American Economic System (SELA).

91. From the reports of the subregional and regional meetings at Lima and Mar del Plata and from those of the Intergovernmental Preparatory Group referred to throughout this study, there emerge a number of decisions and approaches representing various aspects of Latin America's position with respect to the Convention on International Intermodal Transport. It should be recognized, however, that there are also other topics which because of their complexity and operational and trade sequels call for careful analysis before the third session of the Intergovernmental Preparatory Group is resumed in January 1977. Mention may be made of the following points:

(a) Scope of the Convention. It is necessary to determine which modes of transport will be covered by the Convention and, particularly, whether or not air transport is to be included; to decide what type of cargo it will cover (unitized load, break-bulk cargo, liquid bulk cargo, solid bulk cargo); to clarify whether the territorial links with the contracting State will be alternative or cumulative (that is, whether all three requirements - the place where the ITO takes charge of the goods, the place where the ITO should deliver the goods and the place where the document is issued - must be satisfied or whether two or one of them will be sufficient for the Convention necessarily to apply).

(b) Requirements to be met by the intermodal transport operator (ITO). It is necessary to determine the requirements which a company must fulfil in order to be authorized to operate as an ITO, such as nationality, solvency, guarantees, main activity (i.e., whether only transport companies may be ITOs); to decide the legal liability of the local representatives of foreign ITOs; to determine the services that can be offered by foreign ITOs in relation to the international

/trade of

trade of developing countries; to decide whether the Convention should establish that foreign ITOs must have contractual relations with local ITOs and whether such contracts would be subject to approval; to determine what types of action by ITOs would be considered illegal, as for example exclusive contracts.

(c) The contract of multimodal carriage and its document. It is essential to specify the questions of public law which must be part of the terms and conditions of the contract. The functions of the document must also be defined: evidence of the contract, evidence of receipt of the goods, evidence that the ITO has assumed responsibility for the delivery of the goods to their destination within the agreed time-period, and, if negotiable, document of title. Bearing in mind the terms and conditions of the contract and the functions the multimodal transport document must fulfil, the information which the document should contain should be specified. It should also be made clear that the mere existence of the IT document shall constitute sufficient proof that a specific operation shall be governed by the clauses of the contract.

(d) Insurance and liability. It will be necessary to review the decisions adopted by the Latin American Group of Experts on Transport Insurance in the first part of the third session of the Intergovernmental Preparatory Group in connexion with insurance of the cargo and liability of the ITO, and especially to decide on the application of the network system when the leg during which the damage to the cargo occurred is known, and the application of the basic liability system when it cannot be identified, and, in the latter case, to establish the level of liability. The Convention should also specify the conditions for the ITO's freedom from liability.

(e) Customs aspects. To decide, on the basis of the conclusions reached by the Latin American Group of Experts on Customs Questions in the first part of the third session of the Intergovernmental Preparatory Group, on the customs aspects to be included in the Convention and, in particular, to determine the most suitable customs régime. While some freedom should be left to national legislation in

/respect of

respect of customs controls and guarantees, the Convention should contain general standards which avoid restrictions and facilitate the movement of goods and international multimodal transport.

(f) Relation between the Convention and technological aspects of the unitization of cargo and maritime transport. To analyse the implications of some clauses of the proposed Convention in support or to the detriment of a specific technology, in relation to the interests of the Latin American countries.

92. The documentation and reports of the regional meetings and the sessions of the Intergovernmental Preparatory Group listed in annex VI should be borne in mind in analysing the above-mentioned aspects with a view to determining the position that ought to be adopted by Latin America. At the same time, it would be worthwhile to take into consideration the legislation in force in the countries of the region, not only because of its essential interest, but also to compare it with the positions of the Latin American Group and the decisions adopted at the regional meetings.

93. So far, Brazil and Venezuela have been the only countries of Latin America to enact specific legislation on multimodal transport. Argentina, Chile, Colombia, Mexico and Peru have only established provisions concerning the treatment of containers in international transport.20/

94. Brazil's Law 6,288 of 11 December 1975, the text of which is reproduced in annex IV, deals with unitized load and unit loads, the container, modes of transport, container transport services, the multimodal bill of lading, legal liability, prescription and nullity, and dangerous goods. It is interesting to note some articles of the Brazilian law related to the questions under discussion in connexion with the Convention.

20/ The legal provisions in force on the subject which are not reproduced in this study appear in the document Bases para el estudio sobre transporte en contenedores (ALALC/SEC/PA/44), Montevideo, June 1973, prepared by Tomás Sepúlveda-Whittle, then Transport Adviser of the OAS/LAFTA Programme.

/95. For

95. For example, the Brazilian law not only defines multimodal transport in the traditional sense, but also adds a clarification: "the groupage and moving of goods for the purpose of unitization, and the operations following their delivery at the point of destination established in the contract of carriage, do not constitute intermodal transport, nor are they part of it" (article 8, single paragraph).21/

96. It is also established that the domestic transport of goods can only be carried out "by a Brazilian company, recognized as technically, commercially and financially suitable and directed by Brazilians, of whose capital stock at least two-thirds belongs to Brazilians and is represented by registered stock" (article 9).

97. The Brazilian law further establishes that "an intermodal bill of lading in Brazilian foreign trade may only be issued by a national transport company, as defined in article 9, which is legally authorized to operate in intermodal transport" (article 14, paragraph 2). It also stipulates that "container transport throughout Brazilian territory, whether empty or loaded with domestic or foreign goods, can only be operated by Brazilian motor-vehicle, railway, airline or shipping companies, in accordance with the provisions of article 9" (article 10). It should be noted, therefore, that according to these provisions the ITO which is not at the same time a carrier is excluded from participating in multimodal traffic in Brazil.

98. The apparent severity of these provisions in favour of national companies is attenuated with the establishment in article 30 of a system of reciprocity: "The Government shall always take into consideration the application of the principles of reciprocity in the granting of favours and benefits to foreign containers and in the study of international agreements or conventions".

21/ All the references to this Law have been taken from the translation into the Spanish language by the Institute of Studies of the Ibero-American Merchant Marine (La Marina Mercante Iberoamericana 1976, p. 311 et. seq.).

99. The responsibility of the ITO is expressly defined in article 15: "by issuing an intermodal bill of lading the transport company:

"I. Undertakes to transport or arrange for the transport of the goods from the place at which it receives them to the place designated for their delivery to the importer, the consignee or the person to whom the intermodal bill of lading has been duly endorsed.

"II. Assumes full responsibility for the execution of all the services needed for the transport, as well as for the acts or omissions of the persons who, as its agents or representatives, take part in executing them."

100. This provision is strengthened by the provisions on legal liability referred to in articles 18 to 21, among which attention is drawn to article 20 on exemptions: "the transport company shall be free from any liability for loss of or damage to the goods in any of the following circumstances:

I. Error or negligence of the exporter or shipper or of the consignee.

II. Compliance with instructions given by competent authorities or persons empowered to give such instructions.

III. Lack of or defective packing.

IV. Defective goods.

V. Handling, shipping, stevedoring or unloading of the goods or of the container directly by the importer, the consignee or his representatives.

VI. If the goods are in a container which is not under the control of the carrier and whose documents are not in order.

VII. Strikes, lock-outs or difficulties in transport services of a partial or total nature for whatever cause.

VIII. Nuclear explosion or any accident resulting from the use of atomic energy."

"Single paragraph. Despite the waiving of responsibilidy provided in this article, the contracting carrier shall be responsible for any worsening of the loss or damage when caused by factors under his responsibility."

/101. It

101. It would also be interesting to analyse carefully the clauses on prescription and nullity, in particular that contained in article 22, paragraph 2, regarding those cases where the leg during which the loss or damage occurred cannot be determined, when "... it is incumbent upon the contracting carrier to pay the corresponding compensation, with the right of bringing an action in turn against the other participants in the carriage, to compensate itself for the value of a share of the indemnification in proportion to the share of each company in the total transport charge received for the entire carriage".

102. Consideration should be given to the regulations for the Brazilian Law, as soon as they are published, which will no doubt clarify and complement the above legal provisions.

103. In Colombia, the Customs Zone of Bogotá was established in mid-1975, at the initiative and under the control of the Maritime and Air Transport Users' Council, with the primary aim of affording facilities to importers for bringing in goods. The customs facilities and consolidation of cargo enable importers to control the movement of products from the time they are unloaded from the ship until the import formalities are duly completed, with the consequent reduction in storage costs and elimination of risks, while at the same time serving to rationalize transport by lorry and co-ordinate the dispatch of exports in containers.

104. Besides the customs zones of CUTMA - which in addition to Bogotá have been installed or are in process of being installed in Medellín, Cali, Ipiales and Cúcuta - it is possible to operate in intermodal transport with containers when these are carried by the National Railways of Colombia, being sealed by customs at the port of entry and inspected at the railway stations in the interior.

105. Recently, Venezuela has also adopted legislation on the matter, enacting decree Nº 1628 of 15 June 1976, which came into force on 15 July 1976 (see annex V), and which establishes that "the companies legally constituted for the operation of the transport industry may use the system of combined transport of goods for import, export and transit, by water, air and land" (article 1).

/106. As

106. As may be noted from this and from the three following articles, as in Brazil, it is necessary to be a legally constituted and duly authorized carrier in order to operate a multimodal transport service in Venezuela. It is clear, therefore, that only transport companies may operate as ITOs in Venezuela, but it is not clear whether the term "companies legally constituted for the operation of the transport industry" refers only to Venezuelan carriers, or whether it leaves open the possibility of unrestricted participation by foreign or multinational ITOs.

107. Article 6 is interesting in that it does not limit the multimodal transport system to goods carried in containers or closed vehicles, but extends it to other cargo, except that in the former case it is sufficient for the customs authority to seal them at the port of entry, while if this is not possible the goods should be "properly protected", that is, dispatched under the custody of the Armed Forces of Co-operation in which case the carrier must defray the corresponding costs.

108. It will be some years before the Convention that is being studied in Geneva is approved, and another few years before it enters into operation. As stated previously, the second part of the third session of the Intergovernmental Preparatory Group will not be held until January 1977, while the fourth session will be convened in October/ November of the same year, so that in the best of cases the Conference of Plenipotentiaries cannot take place until mid-1978. As regards the eventual entry into force of the Convention, experience has shown that there is always a considerable period of time between the signature of an international agreement and the date on which it is ratified by the parties and can thus enter into operation.

109. Meanwhile, as noted earlier, in the course of time there should be a consolidation of the rules currently governing international multimodal transport, which have been adopted unilaterally by some developed countries and which do not allow for the interests of the developing countries.

110. In view of this situation, Brazil, and to a lesser extent Venezuela, as stated earlier, have adopted their own legislation to complement the application of such rules within their own territory

/by means

by means of provisions of public law designed to safeguard their own interests. If other Latin American countries begin to adopt provisions in this field, there is a danger that the proliferation of national laws on multimodal transport may weaken the Latin American position as a result of the possible incompatibility of such legislation. An effective method of counteracting this danger would be the sutdy and adoption of common regional rules on international multimodal transport, which would reflect a firm Latin American position and constitute a fuller and more formal commitment than the consensus hitherto obtained at the meetings of the Latin American Group. These common rules would help the countries to adapt or prepare their respective laws on the question so as to ensure their compatibility at the regional level and to serve as a basis for binational or multinational agreements between the Latin American countries.

111. When a world consensus is achieved by means of the Convention on International Intermodal Transport, as Latin America hopes, the Latin American countries will then be in a position to formulate a more final position and possibly review their common rules and their respective national legislation. In this respect, it should be recalled that the interests, needs and situations of Latin America in the field of international transport, as in that of trade, are radically different from those predominating in other regions, and that the conditions of the routes and traffic between the Latin American countries and Europe, Japan and North America are also very different from those found in maritime transport between the industrialized nations and other countries.

/Annex I

Annex I

Third session of the Intergovernmental Preparatory Group

DECLARATION OF THE GROUP OF 77 AT THE PLENARY MEETING OF 20 FEBRUARY 1976

The developing countries are participating in this session of the Intergovernmental Group with the intention of playing an active role in the preparation of a Convention on international intermodal transport. We already declared that intention at the second session of the Group, when we also declared that our participation would be subject to certain conditions. These conditions include, inter alia, that the future Convention should be elaborated within the context of the establishment of a new international economic order in accordance with resolutions 3201 (S-VI) and 3202 (S-VI) adopted by the General Assembly at its sixth special session, and that it will safeguard and promote economic and social development in the developing countries, particularly the least developed among them. The developing countries further consider it indispensable that the future Convention should be compatible with the Convention on a Code of Conduct for Liner Conferences and with the relevant bilateral agreements and national legislation on reservation of cargo. To that effect, the future Convention should include provisions with respect to liner conferences and other carriers in their relations with the users, MTOs and other interested parties, in line with those included in the Code of Conduct and in resolution 25 (VII) of the Committee on Shipping.

The Group of 77 considers that if any provisions of the proposed Convention should in any way conflict with those included in the Code of Conduct for Liner Conferences, the provisions of the latter Convention should prevail. Otherwise, the developing countries consider that the achievements they have attained and the efforts they have made at various international meetings to further economic and social development would be jeopardized.

/Annex II

Annex II

Third session of the Intergovernmental Preparatory Group

CONCLUSIONS OF THE LATIN AMERICAN GROUP OF EXPERTS ON INSURANCE

Introduction

The purpose of the meeting of the Group, composed of delegates from Brazil, Colombia, Cuba and Mexico and a representative of the UNCTAD Insurance Programme, was to analyse the repercussions which the operation of a Multimodal Transport system may have in the sphere of insurance, particularly for the developing countries, and, on that basis, to establish the conditions which would best protect the interests of those countries.

This draft is concerned with the agreements reached at two meetings of the Group: on the afternoon of 23 February 1976, and on the morning of 24 February 1976. The Spanish version of the report TD/B/AC.15/14, prepared by the secretariat of UNCTAD, and the Combined Transport Document approved and recommended by the International Shipowners' Association (INSA) in 1974, were used as basic documents for discussion. Resolution 42 of UNCTAD at its Session III, held in Santiago, Chile in May 1972, and resolution 9 of Session VII of the UNCTAD Committee on invisible trade and financing related with trade, held in Geneva, Switzerland, in November 1975, were also used as reference documents.

Agreements

The agreements adopted by the Latin American Group of Experts on Insurance are as follows:

1. It was accepted that the new legal person known as the Multimodal Transport Operator (MTO) should be responsible (for example, should enter into contracts in his own name), since that is the only way of ensuring that his participation will give greater flexibility to international trade.

2. It was considered advisable to replace the terms "concealed damage" occurring during transport, mentioned in footnote 43 of document TD/B/AC.15/14, by "damage occurring during an unidentified stage of the journey". The distinction is relevant not only because in the sphere of insurance the term "concealed damage" has a specific accepted meaning, different from the one given to it by UNCTAD, (and it is not covered cargo insurance), but also because in future it will be necessary to regulate the compensation for damage which occurs during unidentified stages of the journey.

3. The Group considered that the MTO should have liability as such, and that that should be sufficient to oblige him to give due care and attention to the work entrusted to him. This is because the Group is aware that the losses which occur in a cargo, even when the local insurance company covers them, eventually represent an extra outlay (in making the claim) for the importing country.

4. There is a dual system of liability of the MTO:

(a) The MTO has professional civil liability, and

(b) Is liable for the damage which occurs to the cargo.

5. His liability for damage to the cargo should be governed by the following basic principles:

(a) The "network" system will be applicable when it is possible to establish the specific stage of the journey during which the damage to the cargo occurred. In these cases the liability of the MTO will be the same as that which the various unimodal transport operators currently have in their respective sections of the route.

(b) The system of a <u>uniform</u> amount will be applicable when it is <u>not</u> possible to establish the specific stage of the journey where the damage occurred. As to the level of that uniform limit, the possibilities mentioned in paragraph 6 were outlined.

(c) At all events the MTO will have <u>direct</u> liability for the damage which occurs to the cargo entrusted to him and it will be for him to prove that he is not at fault.

6. It was agreed that the amount of liability of the MTO, in the case referred to in paragraph 5 (b), should be higher than the lowest of the limites applicable to the modes of transport actually used in the journey in question. (It should be noted that the limits of the modes of transport not used in the specific journey are not relevant.) The idea of this is to oblige the MTO to establish where the damage took place and thus ensure that he adequately supervises the modes of transport and of cargo handling which he uses. It was agreed that the difference between the limit of liability which this Convention establishes and the lowest of the limits corresponding to the modes of transport used in the journey should be sufficient to compensate the MTO for the costs which he, on average, incurs to establish the place where the damage occurred. Otherwise the MTO would have no incentive to undertake this action.

Two possibilities were put forward for establishing the amount of the compensation referred to in paragraph 5 (b):

(a) To fix a percentage X above the lower limit applicable to the modes of transport used, and

(b) To fix the limit at an average (weighted) value of the limits applicable to the modes of transport actually used. The weighting of the limits would depend on the "length of time" during which the goods were conveyed in each of the modes of transport and, perhaps, some factor which would measure the risks involved in each mode of transport.

7. It was agreed that this uniform amount to be applied in cases in which it is not established where the damage occurred should not be very high so as to avoid the unnecessary transfer of cargo insurance premiums, which may be issued in the developing countries, to civil liability insurance premiums which, because of the concentration of risks, are more likely to be available only in developed countries.

8. It was agreed that the cargo insurance for multimodal operations should - to the extent technically feasible - be issued in the countries of destination of the cargo (for example, the country of the carrier or of the owner of the cargo). This criterion is fundamental in the resolutions mentioned in the introduction to this draft.

Annex III

Third session of the Intergovernmental Preparatory Group

CONCLUSIONS OF THE LATIN AMERICAN GROUP OF EXPERTS ON CUSTOMS QUESTIONS

The Latin American Working Group on Customs Questions relating to the international multimodal transport of goods, composed of representatives of Argentina, Cuba and Mexico, after analysing the customs questions connected with multimodal transport, taking into account the institutional, legislative and organizational characteristics of the customs services of the countries of the area in order to ensure their effective participation in the operations concerned, considers it necessary to include in the draft agreement some aspects which should be regarded as general norms, which are as follows:

I. The most appropriate customs régime to be applied in the context of international multimodal transport.

On this subject the Working Group considers that the customs transit system is the most suitable to meet the requirements of multimodal transport. However the draft agreement should ensure that the institutional and organizational changes which will have to be made in order to introduce the system do not represent obligations which could prove excessively burdensome.

II. Aspects of the simplification and harmonization of the customs documents used in international multimodal transport.

After considering the various options, the Working Group felt that the most advanced position which it is feasible to adopt for the moment is that relating to the single customs transit document. However it is essential that that document should be accompanied by the others which are deemed necessary under the legislation of each country.

III. Facilitation of the customs procedures in international multimodal transport operations.

With regard to this question, the Working Group considers that everything relating to the customs controls of multimodal transport

operations should be left to the national legislation, with a view to facilitating the procedures as far as possible.

IV. Application of national legislations to the systems of bail or guarantee of fiscal interest.

The Working Group also considers it necessary for the systems of bail or guarantee of fiscal interest to be regulated by the legislation of each country, bearing in mind the existence of institutions of a regional character which would be affected by the creation of other systems and the improbability, at the current time, of the establishment of guarantor chains or associations of a regional nature.

At all events, the Group considers that the preceding points should be covered in the draft agreement, so as to take into account the interests of the developing countries.

Annex IV

BRAZILIAN LEGISLATION ON THE TRANSPORT OF CONTAINERS AND UNIT LOADS *1/

Law 6288 of 11.XII.75

Article 1.- The international or national carriage of goods in unit loads shall be governed by this law.

Of unitized loads and of unit loads

Article 2.- For the purposes of this law:

I. "Unitized load" means one or more pieces packed in a unit load.

II. "Unit load" means transport equipment suitable for the use of goods to be transported, which may be handled as a single unit during the journey and in all means of transport used.

Single paragraph. Containers in general, pallets, preslinging equipment and any other transport equipment which fulfils the purposes mentioned above and is defined in the regulations are considered to be unit loads.

Of the container

Article 3.- For all legal purposes, the container does not constitute the packing of the goods, but is always considered to be equipment or an accessory of the transport vehicle.

Single paragraph. The term "container" does not include vehicles, accessories or parts of vehicles and packing, but does include specific accessories and equipment such as trailers, bogies, racks and modules, on condition that they are used as an integral part of the container.

Article 4.- The container must meet the technical and safety requirements laid down in the existing international conventions and national legislation or regulations, including fiscal control, and meet the specifications established by the specialized bodies.

Article 5.- The unit loads mentioned in the single paragraph of Article 2 and their specific accessories and equipment mentioned in the single paragraph of Article 3 may be the property of the transporter or of his agent, the importer, the exporter or of a company whose activity is related to transport.

---

*1/ Translated from the translation into the Spanish language in the Anuario del Instituto de Estudios de la Marina Mercante Iberoamericana (IEMMI), 1976, pp. 311-314.

Of modes of transport

Article 6.- National or domestic transport is transport in which the point of shipment and the point of destination of the goods are situated in Brazilian territory.

Article 7.- International transport is transport in which the point of shipment and the point of destination of the goods are situated in different countries.

Article 8.- The form of transport may be:

I. Unimodal: when the goods are transported using a single means of transport.

II. Segmented: when different vehicles are used and the various services and the different carriers who shall be responsible for the carriage of the goods from the point of shipment to the final destination are contracted separately.

III. Successive (on-carriage): when the goods, in order to reach their final destination, must be transhipped in order to continue in a vehicle of the same mode of transport.

IV. Intermodal: when the goods are transported using two or more modes of transport.

Single paragraph. The groupage and moving of goods for the purpose of unitization, and the operations following their delivery at the point of destination established in the contract of carriage, do not constitute intermodal transport, nor are they part of it.

Article 9.- Domestic container transport throughout Brazilian territory shall only be carried out by a Brazilian company, recognized as technically, commercially or financially suitable and directed by Brazilians, of whose capital stock at least two-thirds belongs to Brazilians and is represented by registered stock.

Single paragraph. The companies operating domestic container transport at the time of passage of this law shall satisfy the requirements established in this article within a period of eighteen months.

Of container transport services

Article 10.- Container transport throughout Brazilian territory, whether empty or loaded with domestic or foreign goods, can only be operated by Brazilian motor-vehicle, railway, airline or shipping companies, in accordance with the provisions of Article 9.

Single paragraph. The transport companies are responsible for the security arrangements for the inviolability of the premises, seals, and locks as well as for the goods inside the container during the period in which they are in their charge.

Article 11.- A foreign container and its specific accessories may only be used once in the transport of goods in Brazilian trade, and in its voyage between the point at which it is emptied to the point where it receives export goods or where it is again shipped abroad.
Single paragraph. The Government may authorize the use of foreign containers in domestic trade when this is in the interest of the national economy and for a temporary period.

Article 12.- The Government shall establish regulations on the treatment to be applied to containers and other unit loads mentioned in Article 2 in respect of import duties and the tax on industrial products.

Article 13.- Export or import goods may be transported in containers of any nationality on condition that the fiscal regulations and the provisions of Brazilian transport legislation and regulations are observed.

Of the intermodal bill of lading

Article 14.- The intermodal bill of lading issued in Brazil shall comply with the provisions of this law, irrespective of the point established for the reception or delivery of the goods, the nationality of the exporter, importer or of any other interested person.
1. The issuance of the intermodal bill of lading shall not preclude the transport company from issuing documents relating to other services which may have to be used in accordance with the legislation and regulations in force.
2. An intermodal bill of lading in Brazilian foreign trade may only be issued by a national transport company, as defined in Article 9, which is legally authorized to operate in intermodal transport.
3. The Government shall establish the conditions for the issuance of intermodal bills of lading in internal trade.

Article 15.- By issuing an intermodal bill of lading the transport company:

I. Undertakes to transport or arrange for the transport of the goods from the place at which it receives them to the place designated for their delivery to the importer, the consignee or the person to whom the intermodal bill of lading has been duly endorsed.

II. Assumes full responsibility for the execution of all the services needed for the transport, as well as for the acts or omissions of the persons who, as its agents or representatives, take part in executing them.

Article 16.- The intermodal bill of lading, signed by the carrier, must contain:

I. The identification serial number and the word "negotiable" or "non-negotiable" on the original. Other non-negotiable copies may be issued.

II. The name or title and the address of the transporter, exporter, importer or consignee, when not issued to bearer.

III. The date and place of issue.

IV. The place of reception of the goods, and the place of delivery.

V. The nature of the goods, the packing of the goods, marks and numbers for their identification, placed in clearly legible form by the exporter on the covering or the package itself if the goods are not wrapped.

VI. The number of packages or pieces and their gross weight.

VII. A declaration of the value of the goods, if so desired by the shipper.

VIII. The jurisdiction or arbitration conditions.

IX. The terms of the contract of carriage.

X. The cost of the freight and charges, if any, of each mode of transport used, with the word "paid" at shipment or "to be paid" at the destination.

XI. Any other clause to which the parties may agree, on condition that they are not contrary to existing legislation.

(1) The transport company may refuse carriage or enter reservations on the intermodal bill of lading if it considers the description of the goods made by the exporter to be inaccurate.

(2) The exporter shall indemnify the transport company for all loss and damage resulting from the inaccuracy or falseness of the information he must enter in the intermodal bill of lading.

The right of the transport company to such indemnification shall not exempt it from the responsibilities and obligations established in this law and in the intermodal bill of lading.

Article 17.- The collection or receipt of the goods described in the intermodal bill of lading shall be considered to be proof of effective delivery by the transport company to the importer, the consignee or whoever is legally designated for the purpose, at the place of discharging or of destination.

Of legal liabilities

Article 18.- If a container containing goods for import or export suffers damage, a "notice of damage" shall be drawn up, while ensuring that the interested parties have the right of inspection in accordance with legislation in force.

Article 19.- The transport company shall be responsible for loss of or damage to the goods from reception until delivery of the goods.

Single paragraph. Goods which are not delivered by the transport company within a maximum period of 90 days following the date fixed in the contract of carriage shall be considered lost, and the company shall be liable for the corresponding indemnification.

Article 20.- The transport company shall be free from any liability for loss of or damage to the goods in any of the following circumstances:

I. Error or negligence of the exporter or shipper or of the consignee.

II. Compliance with instructions given by competent authorities or persons empowered to give such instructions.

III. Lack of or defective packing.

IV. Defective goods.

V. Handling, shipping, stevedoring or unloading of the goods or of the container directly by the importer, the consignee or his representatives.

VI. If the goods are in a container which is not under the control of the carrier and whose documents are not in order.

VII. Strikes, lock-outs or difficulties in transport services of a partial or total nature for whatever cause.

VIII. Nuclear explosion or any accident resulting from the use of atomic energy.

Single paragraph. Despite the waiving of responsibility provided in this article, the contracting carrier shall be responsible for any worsening of the loss or damage when caused by factors under his responsibility.

Article 21.- In case of litigation resulting from intermodal transport, the case shall fall under the jurisdiction of the place established in the clause contained in the bill of lading.

Single paragraph. The carrier and the owner of the goods may settle the dispute by resorting to arbitration.

Of prescription and nullity

Article 22.- The transport companies which participate in the execution of intermodal contracts of carriage, in accordance with the provisions of this article, are jointly responsible to the exporter and the importer. Claims relating to the contract of carriage may be made by the exporter or by the importer to any of the transporters.

1. In case of loss or damage occurring during carriage, the exporter or the importer may bring an action directly against the company which contracted the carriage or the company responsible for the goods, as the case may be.

2. If the leg during which the loss or damage occurred cannot be determined, it is incumbent upon the contracting carrier to pay the corresponding compensation, with the right of bringing an action in turn against the other participants in the carriage, to compensate itself for the value of a share of the indemnification in proportion to the share of each company in the total transport charge received for the entire carriage.

3. The compensation due to the carrier shall be paid on the basis of the value set forth in the commercial bill.

Article 23.- The prescription period for the right to bring action against the exporter for loss or damage shall be one year from the date of unloading or the date on which the goods should have been delivered.

Article 24.- Stipulations which are contrary to the provisions of this law, whether entirely or in part, shall be considered null and void.

Of incentives

Article 25.- There shall be no surcharge for weight or volume for the carriage of containers, whether loaded or empty.

Article 26.- Containers and their specific accessories, in their quality as transport equipment, shall enjoy the following exemptions:

I. Exemption from the port improvement dues.

II. Exemption from the surcharge for the renewal of the merchant navy.

III. Exemption from storage fees, during a period to be determined in the regulations, and from port dues, with the exception of the C list (foremen).

1. Beyond the period mentioned in sub-paragraph 3 of this article, the dues owed shall be charged with a minimum reduction of 10 per cent.
2. The dues mentioned in sub-paragraphs 1, 2 and 3 of this article shall nevertheless be levied on the goods carried in the containers, according to the time-periods established in the port legislation in force.
3. The exemption provided in this article does not cover the specific accessories and equipment of containers imported for the domestic carriage of goods except for those admitted under a special customs régime.

Article 27.- With regard to shipping and unloading operations, the empty container shall be exempt from the surcharge for the renewal of the merchant navy, from the port improvement tax and the other port dues which are not the counterpart of a real service and there shall be a 50 per cent reduction in the C list (foremen), and the other lists which correspond to a counterpart in the form of a real service.

Article 28.- The payment of stevedores or foremen, when employed in the moving of full containers, shall be on the basis of total gross weight; when the containers are empty, it shall be on the basis of 50 per cent of the rate for containers.

Of dangerous goods

Article 29.- The exporter, when delivering for shipment dangerous (inflammable, explosive, corrosive or otherwise dangerous) goods must indicate the danger they represent, and the precautionary measures to be taken.

Single paragraph. Dangerous goods delivered by the shipper without complying with the provisions of this article may be unloaded, rendered inoffensive or destroyed at any time or place without compensation to the exporter or other interested party. The sender or shipper shall be responsible for damage caused to the transport vehicle resulting from the delay in taking these measures.

General provisions

Article 30.- The Government shall always take into consideration the application of the principles of reciprocity in the granting of favours and benefits to foreign containers and in the study of international agreements or conventions.

Article 31.- The carriage period shall be fixed by common consent between the exporter or importer and the carrier and entered in the intermodal bill of lading or the document replacing it.

Article 32.- The delivery of the bill of lading, properly completed, is proof of the existence of a contract of carriage and also of the receipt of the goods by the transport company.

Article 33.- This law shall enter into force on the date of its publication; Law 4.907 of 17 December 1965, with the exception of the provisions of the single paragraph of this article, Law 5.395 of 23 February 1968 and other contrary provisions are repealed.
Single paragraph. The provisions of Law 4.907 of 17 December 1965 on import duties and the tax on industrial products shall remain in force until the Government issues the regulations for this law.

Ernesto Geisel, Antonio F. Azeredo da Silveira, Mario H. Simonsen, Dirceu Araujo Nogueira, Severo Fagundes Gomes, Joao Paulo dos Reis Velloso.

Annex V

VENEZUELA

Decree Nº 1.628 - 15 June 1976

Carlos Andrés Pérez,
President of the Republic

In exercise of the powers conferred upon him by article 190, paragraph 10, of the National Constitution and in accordance with article 6 (b) and (e) of the Customs Law,

Considering:

That the transport industry needs the support of the National Government, in the form of facilities to put into practice the system of intermodal transport, in order to be in a position to provide an effective service in the normal supply of goods in general to all regions of the country;

Considering:

That it is the duty of the National Government to stimulate this activity and enable the industry to develop with reasonable operating costs, for the benefit of the collectivity;

Considering:

That the competent official bodies have been carrying out the studies to this end, from which the need is clear to establish rules to stimulate this means of communication, which will help to avoid congestion in the ports and airports of the country, without prejudice to the necessary fiscal controls on the transport of goods,

Decrees:

Article 1.- The companies legally constituted for the operation of the transport industry may use the system of combined transport of goods for import, export and transit, by water, air and land.

Article 2.- For the purposes of the preceding article, interested parties must register with the Customs Department of the Treasury by furnishing the documents which give them legal status as carriers.

Article 3.- Once they have completed the formality mentioned in the preceding article, they shall request the corresponding licence, indicating the mode of transport to be used.

Article 4.- All the companies which have been granted the licence to which this Decree refers, are obliged, in the case of import goods, to provide at the point of entry into the country a sufficient guarantee which covers the amount of the customs duties to which the goods may be liable, until reaching the point within the country at which imports are authorized.

Article 5.- The despatch of the goods by the customs office of entry shall be accompanied by a description of the goods intended for the customs authority at the destination point. A "route book" shall also be issued indicating the route to be followed, which must be stamped at every point at which there is a Guard Post along the route.

Article 6.- According to the nature of the goods, when they are transported by a combination of sea, air or land transport, use shall be made of closed vehicles (properly sealed by the customs authority). When this type of vehicle cannot be used, the goods shall be properly protected.

Article 7.- The customs authority at the destination point of the goods, after checking the goods against the description and the "route book" and finding them in good order, shall stamp the documents to that effect and return them in good time to the customs authority of the point of origin, so that the latter may release the guarantee mentioned in article 4 of this Decree.

Article 8.- In the case of road accidents, the interested parties shall bear news of them within the shortest possible delay to the nearest detachment of the Armed Forces of Co-operation or, in their absence, to any other Government authority in order that the necessary steps may be taken to defend the interests of the National Treasury. Once the investigation has been completed, the goods shall be despatched to their final destination with the corresponding observations.

Article 9.- Only in those cases where the carrier has not provided the guarantee mentioned in article 4 of this Decree, the cargo may be despatched under the custody of the Armed Forces of Co-operation. In this case the carrier must defray the corresponding costs.

Article 10.- Failure to comply with this Decree shall lead to the temporary suspension of the licence and, if repeated, its definitive revocation, without prejudice to the application of the other sanctions which may be indicated according to the seriousness of the offence.

Article 11.- This Decree shall enter into force on 15 July 1976, from which date the licences issued by the Ministry of Finance, prior to the publication of this Decree, shall be revoked.

Done in Caracas on the fifteenth day of June 1976.- Year 167 of Independence and 118 of Federation.

Carlos Andrés Pérez

Countersigned,
Minister of Finance, Héctor Hurtado

Annex VI

BIBLIOGRAPHY

A. Meetings

Board of the Cartagena Agreement: Final report of the Second Meeting of the Physical Integration Council of the Board of the Cartagena Agreement (JUNAC).
Lima, 1974.
(C-IF/II Final report)

Latin American Group: Final report of the First Latin American Regional Preparatory Meeting on a Convention on International Intermodal Transport.
Mar del Plata, 1974.
(GRULA INTERMODAL/6/Rev.1)

UNCTAD: Report of the Intergovernmental Preparatory Group on a Convention on International Intermodal Transport on the first part of its third session.
Geneva, 1976.
(TD/B/602 - TD/B/AC.15/18)

Report of the Intergovernmental Preparatory Group on a Convention on International Intermodal Transport on its second session.
Geneva, 1974.
(TD/B/533 - TD/B/AC.15/11)

Report of the Intergovernmental Preparatory Group on a Convention on International Intermodal Transport on its first session.
Geneva, 1973.
(TD/B/477 - TD/B/AC.15/6)

B. Scope of application

CEPAL: Institutional aspects of international intermodal transport.
Santiago, Chile, 1974.
(E/CEPAL/L.111)

UNCTAD: Study on the scope of application of the rules of international multimodal transport, by Mr. André M. Hennebicq, Consultant.
Geneva, 1974.
(TD/B/AC.15/7/Add.5)

Conflict of laws in international multimodal transport operations, applicable jurisdiction and arbitration, by Mr. S. Mankabady, Consultant.
Geneva, 1974.
(TD/B/AC.15/7/Add.6)

C. Requirements to be met by the MTO

BRAZIL: Law 6,288 of 11 December 1975 on the transport of containers and unit loads.
In: Diario Oficial, year CXIII, Nº 238 of 12 December 1975.

CEPAL: Strategies for the development of Latin American intermodal transport operators (presented at the Seminar on Intermodal Transport held in Valparaíso, Chile, in May 1975).
Santiago, Chile, 1975.
Unnumbered mimeographed document.

... Tripartite Convention on International Land Transport.
Buenos Aires, 1966.
Signed in October 1966 by Argentina, Brazil and Uruguay; subsequently adhered to by Chile and Paraguay. Now known as the Pentapartite Convention.

Board of the Cartagena Agreement: Decision 56: International road transport.
Lima, 1972.

VENEZUELA: Decree Nº 1628 of 15 June 1976 on combined transport.
In: Gazeta Oficial de la República, Nº 233,373/74 of 15 June 1976.

D. The IT document

BIMCO: Note to the Intergovernmental Preparatory Group at its third session on the COMBICONBILL.
Copenhagen, 1976.

CEPAL: Content of the document on multimodal transport.
Santiago, Chile, 1976.
Unnumbered document (ditto).

Documentation forms relevant to international intermodal transport.
Santiago, Chile, 1974.
(E/CEPAL/L.114)
Contains fascimile of documents in English and Spanish.

FIATA: The FIATA Documents.
Zurich, 1976.
Contains fascimile of the FBL.

UNCTAD: Documentary aspects of international multimodal transport.
Geneva, 1974.
(TD/B/AC.15/7/Add.2)

E. Insurance and liability

Latin American Railways Association: Convention on Multinational Rail Cargo Traffic.
Montevideo, 1975.
(Argentina, Bolivia, Brazil, Chile, Paraguay and Uruguay).

——— Regulations.
Santiago, Chile, 1976.

Canada: Canadian Transport Commission. Economic and Social Analysis Branch. International Transport Research Group.

Study on International Combined Transport of Goods Convention.
Ottawa, 1975.

Caribbean Shipping Association: Report by the Committee convened to examine the present practices with reference to the custody and liability of cargo, and to develop a blue-print for the future.
Bermuda, 1973.

ICC: Uniform Rules for a Combined Transport Document. Rev. ed.
Paris, 1975.
(ICC, leaflet Nº 298)
Also published in French.

CEPAL: Sistemas de responsabilidad y seguros en el caso de contratos de transporte multimodal internacional.
Santiago, Chile, 1975.
(E/CEPAL/L.123)

Report of the Rapporteur (Regional Meeting of Experts on Transport Insurance, Mexico City, 28-31 January 1975).

Liability and insurance in international intermodal transport.
Santiago, Chile, 1974.
(E/CEPAL/L.112)

UNCITRAL: International Convention for the Unfication of Certain Rules Relating to Bills of Lading. In: Register of Texts of Conventions and Other Instruments Concerning International Trade Law, vol. II, pp. 130-142.
New York, 1973.
(Sales Nº: E.73.V.3)

F. Customs questions

LAFTA: Informe final de la novena reunión de directores nacionales de aduanas.
Montevideo, 1976.
(ALALC/DNA/IX/Informe)

CCC: International Convention on the Simplification and Harmonization of Customs Procedures. Annexes E.3, E.4 and E.5.
Brussels, 1974.
Bilingual French/English text.

_____ Annexes D.1, D.2, D.3, E.6, E.7 and F.6.
Brussels, 1974.
Bilingual French/English text.

_____ Annexes B.1, E.1 and E.8.
Brussels, 1975.
Bilingual French/English text. Known as the Kyoto Convention.

Customs Convention on the international transit of goods (ITI Convention).
Brussels, 1971.
(Document 18,000 E (71))
Also published in French.

ECE: Customs Convention on the International Transport of Goods under the Cover of TIR Carnets (TIR Convention).
Geneva, 1975.
(ECE/TRANS/17)
Also published in French, Russian and Spanish.

UN/IMCO: Customs Convention on Containers, 1972.
Geneva, 1972.
(E/CONF.59/46)
Also published in French, Russian and Spanish.

UNCTAD: International multimodal transport operations and their implications for the customs administrations of developing countries. Report prepared at the request of the UNCTAD secretariat by Hugo Opazo Ramos, Director, Department of Commercial Policy, LAFTA.
Geneva, 1975.
(TD/B/AC.15/16)

International multimodal transport operations. Customs and international multimodal transport operations. Report prepared at the request of the UNCTAD secretariat by the secretariat of the Customs Co-operation Council, Brussels.
Geneva, 1974.
(TD/B/AC.15/7/Add.4)

G. Relation between the MT Convention and technological aspects of the unitization of cargo

LAFTA: Informe acerca de la Conferencia Naciones Unidas/OCMI sobre el transporte internacional en contenedores, celebrada en Ginebra del 13 de noviembre al ? de diciembre de 1972.
Montevideo, 1973.
(CEP/Repartido 1532)

Bases para el estudio sobre transporte en contenedores.
Montevideo, 1973.
(ALALC/SEC/PA/44)
Annex III contains the texts of legal provisions on containers in force in 1973.

CEPAL: Economic and institutional implications of the new transport technologies in Latin America.
(E/CEPAL/L.113)

International intermodal transport: Statement of the immediate problem for Latin America and action programme for affected institutions.
Santiago, Chile, 1974.
(E/CN.12/L.103)

Intermodal transport in the Caribbean region - 1973.
Port of Spain, 1974.
(CEPAL/POS.74/5)

ECOSOC: United Nations/Inter-Governmental Maritime Consultative Organization Conference on International Container Traffic: Economic implications, in particular for developing countries, of the proposed convention on the international combined transport of goods. Note by the Secretary-General.
New York, 1972.
(E/5111)

United Nations/IMCO: International Convention for Safe Containers (CSC).
Geneva, 1972.
(E/CONF.59/45)
Also published in French, Russian and Spanish.

UNCTAD: Economic and social implications of international multimodal transport in developing countries. Report by the UNCTAD secretariat.
Geneva, 1975.
(TD/B/AC.15/13)

Technical and financial aspects of modern transport technologies used in multimodal transport operations. Report by the UNCTAD secretariat.
Geneva, 1975.
(TD/B/AC.15/15)

Protection of shipper interests: Technological development and multimodal transport. Report by the UNCTAD secretariat.
Geneva, 1975.
(TD/B/C.4/127/Supp.7)

International multimodal transport operations. Report by the UNCTAD secretariat.
Geneva, 1974.
(TD/B/AC.15/7)
Includes paragraphs on documentation questions, insurance and liability, customs, and scope of application.