

**“Standard Contract
to be concluded between Parties willing to use the e-CMR”**

The undersigned,

1. _____, with its registered office _____¹ and
place of business in _____, duly represented for the purposes of this document
by Mr / Ms² _____³ in the position of _____,
hereafter referred to as the “the carrier”,

and

2. _____, with its registered office _____⁴ and
place of business in _____, duly represented for the purposes of this document
by Mr / Ms⁵ _____⁶ in the position of _____,
hereafter referred to as “the sender”,

Either the carrier or sender may also be referred to hereinafter as a “Party” and both together as the “Parties”;

Whereas:

The Parties wish to make use of the Electronic Consignment Note (hereinafter referred to as “the e-CMR”) in accordance with the *Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note*, which was adopted by the Inland Transport Committee of the United Nations Economic Commission for Europe (UNECE), in Geneva on 20 February 2008;

The present Contract aims to describe the procedures to be adopted by the Parties using the e-CMR as foreseen by article 3 of the IRU General Conditions for the International Carriage of Goods by Road (3 November 2011) which remain fully applicable;

The Parties have agreed as follows:

Article 1 – Principles

1.1 The conditions for using an e-CMR are contained in the *Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note*, which was adopted by the Inland Transport Committee of the United Nations Economic Commission for Europe (UNECE), in Geneva on 20 February 2008. Whenever the conditions for using an e-CMR note are met, the parties will systematically use the e-CMR. The e-CMR shall contain the same particulars as the paper consignment note. The Parties agree that the e-CMR is equivalent to the paper consignment note as referred to in the Convention on the Contract for the International Carriage of Goods by Road (CMR), Geneva, 19 May 1956, with the same value of evidence and effects stated therein, including the electronic signature which meets the requirements of article 2 of this Contract.

1.2 The issuance of, delivery of and access to the e-CMR, the way in which confirmation of delivery to the consignee is given and the manner in which the Party entitled to the rights arising from the e-CMR is able to demonstrate this, are described in Appendix 1 of this Contract, together with their technical means.

1.3 The procedure used to issue the e-CMR ensures that the particulars of the e-CMR remain

¹ only enter if place of registration deviates from place of establishment

² Please delete the one which is not applicable

³ The person legally allowed to bind the company (because of its position as CEO or by (checked) mandate)

⁴ only enter if place of registration deviates from place of establishment

⁵ Please delete the one which is not applicable

⁶ The person legally allowed to bind the company (because of its position as CEO or by (checked) mandate)

complete and unaltered, apart from any addition or change which arises in the normal course of communication, storage and display.

1.4 The Parties, any person designated by them to act on their behalf and the consignee (when he has acknowledged receipt of the goods covered by the e-CMR) are entitled to have access to the particulars contained in the e-CMR, provided that a Party is able to demonstrate his entitlement to the rights arising from the e-CMR. In cases where control authorities recognise the use of the e-CMR, they should be able to access the e-CMR and control it properly.

1.5 In case the electronic system in place is inaccessible, unavailable or disrupted, the Parties will implement the normal paper-based procedure, and the e-CMR shall be implemented as soon as operating conditions are back to normal.

Article 2 – Authentication of the e-CMR

2.1 The Parties, to authenticate the e-CMR that will be issued in the framework of this contract, will use reliable electronic signatures methods or any other authentication method that will ensure that the used electronic signature: (i) is uniquely linked to the signatory;(ii) is capable of identifying the signatory; (iii) is created using means that the signatory can maintain under his sole control; and (iv) is linked to the data to which it relates in such a manner that any subsequent change of the data is detectable, according to the technical standards and requirements described in Appendix 1 of this Contract. The Parties agree that the advanced electronic signature or any other electronic signature as agreed upon between them is equivalent to the paper signature referred to in the Convention on the Contract for the International Carriage of Goods by Road (CMR), Geneva, 19 May 1956, with the same value of evidence and effects stated therein.

Article 3 – Procedures for supplementing or amending the e-CMR

3.1 The particulars contained in the e-CMR may be supplemented or amended in the cases authorised by the CMR Convention, provided that any supplement or amendment to the e-CMR is duly detected and identified as such and the original particulars contained therein are preserved. The procedure to supplement and amend the particulars contained in the e-CMR is detailed in Appendix 1 of this Contract.

3.2 The documents referred to in Article 6, paragraph 2 (g) and Article 11 of the CMR Convention may be provided to the carrier by the sender using electronic communication, provided that the documents exist in this form and Parties have agreed upon procedures describing how those documents will be linked to the e-CMR in a manner that ensures their integrity.

Article 4 – Reservation issued on the occasion of a transport covered by this agreement

4.1 Any reservations made by the consignee at delivery and/or the carrier at the start of the transport, shall be recorded in electronic document formats according to the procedure described in Appendix 1 of this Contract.

Article 5 – Term and Termination

5.1 This contract enters into force on the date of signature and shall remain valid unless terminated in writing by either Party with _____ notice.

Article 6 – Applicable Law and Jurisdiction

6.1 This Contract shall be construed and governed exclusively by _____ law. Any dispute, controversy or claim arising out of or in relation to this Contract shall be submitted exclusively to the _____ courts.

Article 7 – Confidentiality and final provisions

7.1 Unless the relationship between the Parties is set out in a specific contract which includes special provisions, the confidentiality clauses from the IRU General Conditions for the International Carriage of Goods (3 November 2011) will apply and are added to this Contract as Appendix 2.

7.2 The IRU General Conditions for the International Carriage of Goods (3 November 2011) are part of this Contract and remain fully applicable.

7.3 Appendix 1 and Appendix 2 form an integral part of this Contract. By signing this Contract, both Parties declare having received Appendix 1 and Appendix 2.

7.4 Amendments to this Contract or to the Appendix 1 and the Appendix 2 shall be done in writing by the Parties.

Done, agreed and signed in _____ original copies on _____ at _____ .

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