



**Economic and Social  
Council**

Distr.  
GENERAL

ECE/TRANS/CMNI/CONF/8\*  
11 July 2000

ENGLISH  
Original: FRENCH

---

**ECONOMIC COMMISSION FOR EUROPE**

**INLAND TRANSPORT COMMITTEE**

Diplomatic Conference Organized Jointly  
by CCNR, the Danube Commission and ECE  
for the Adoption of the Convention on  
the Contract for the Carriage of Goods  
by Inland Waterway  
(Budapest, 25 September – 3 October 2000,  
agenda item 6)

**CONSIDERATION OF THE DRAFT CONVENTION ON THE CONTRACT  
FOR THE CARRIAGE OF GOODS BY INLAND WATERWAY (CMNI)**

Transmitted by the Government of Switzerland

Note: The secretariat reproduces below the proposals by the Government of Switzerland concerning the text of the draft CMNI Convention as contained in document ECE/TRANS/CMNI/CONF/2 and CMNI/CONF.(99)2.

---

\* Distributed by the Central Commission for the Navigation of the Rhine (CCNR) under the symbol CMNI/CONF.(00)8.

**CENTRAL COMMISSION FOR THE NAVIGATION OF THE RHINE  
DANUBE COMMISSION  
UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE**

**Preamble (addition)**

“Considering the recommendations of the Final Act of the Conference for Security and Cooperation in Europe of 1 August 1975 for the harmonization of legal regimes with a view to the development of transport by member States of the Central Commission for the Navigation of the Rhine and the Danube Commission in collaboration with the United Nations Economic Commission for Europe,”

“Having recognized the need ...” (remainder unchanged)

**Article 3, paragraph 4**

“Where it has been agreed that the carriage shall be performed by a specific vessel or type of vessel, the carrier may only load or trans-ship the goods in whole or in part without the agreement of the shipper if unforeseen circumstances, such as low water, incidents or obstacles to navigation, render the loading or trans-shipment necessary, or in order to be in accordance with port practice.”

**Article 10, paragraph 3**

“The placing of the goods at the disposal of the consignee in accordance with the mutually agreed terms or the usage of the particular trade or the requirements in force in the port of discharge, or the scheduled handing over of the goods to an authority or a third party, shall be considered a delivery.”

**Article 25, paragraph 2 (a) (addition)**

“... would probably result, or unless the error of navigation would not have been made if the carrier, in the choice of persons on board the vessel, had acted as might be expected of a diligent carrier.”

**Article 25, paragraph 2 (b)**

“Fire or an explosion on board the vessel, if he can prove that the fire or the explosion were neither caused by a fault of his own, nor by a fault of his servants or agents, nor by a defect of the vessel.”

**Article 25, paragraph 3**

“The provisions of paragraph 1 of this article shall not apply to the obligations of the carrier in respect of the goods before they are loaded on the vessel and after they have been discharged from the vessel.”

**Article 32, paragraph 1 (addition)**

“... would probably result, or unless the error of navigation would not have been made if the carrier, in the choice of persons on board the vessel, had acted as might be expected of a diligent carrier.”

**Article 33, paragraph 3**

“The provisions of the protocol adopted in accordance with paragraph 2 shall apply to contracts of carriage by inland waterway governed by the law of the State Party which adopted it.”

**Article 39**

1. The Secretary-General of the Central Commission for the Navigation of the Rhine and the Director-General of the Secretariat of the Danube Commission are the joint depositaries of this Convention.
2. The deposit of an instrument, a notification, a declaration or a reservation or any other communication with a depositary is equivalent to the simultaneous deposit, notification, declaration or communication with the other depositary. The two depositaries shall inform each other of the reception of an instrument, a declaration or a communication and indicate the date of reception.
3. Communications to Contracting Parties under this Convention shall be made by the depositary who has received the instrument, the notification or the communication, who is responsible for informing the other depositary.
4. A review Conference in accordance with articles 37 or 38 of this Convention shall be convened and organized by the two depositaries, an equal share of the costs being assigned to each. In the event of disagreement, the depositary who first received the request to convene the Conference shall take the decision.
5. Certified true copies of this Convention shall be issued, signed and notified by both depositaries. In the event of disagreement, the copy shall be issued by the depositary who first received the request.”

**Article 39 bis: tasks of the depositaries (new)**

“The obligations for which paragraphs 2 and 3 of article 39 provide shall be performed jointly by both depositaries.”

-----