



A graphic for breaking news. It features a blue and white globe in the background with grid lines. Overlaid on the globe is a large red banner with the word "BREAKING" in white, bold, sans-serif capital letters. Below the banner are two red triangular play buttons pointing to the right. To the right of the play buttons is the word "NEWS" in white, bold, sans-serif capital letters. The entire graphic has a blue and white color scheme with a glowing effect.

BREAKING

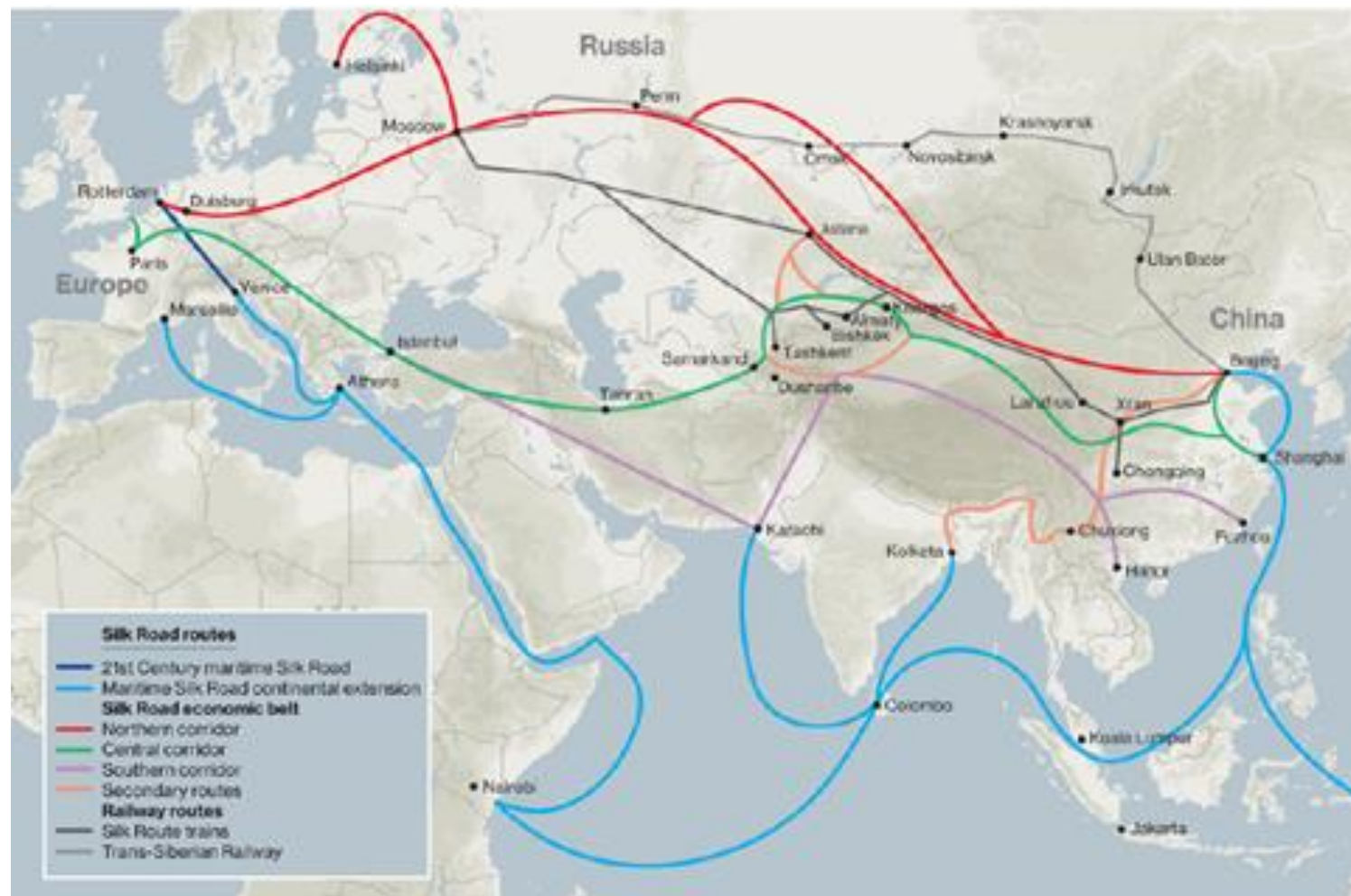
NEWS

ACTION ALERT

**The New Draft UNCITRAL Convention
on
Negotiable Transport Documents
and the
Imminent Threat of an Intrusion into the
Traditional Bill of Lading Rules
and into
the Rotterdam Rules 2008**

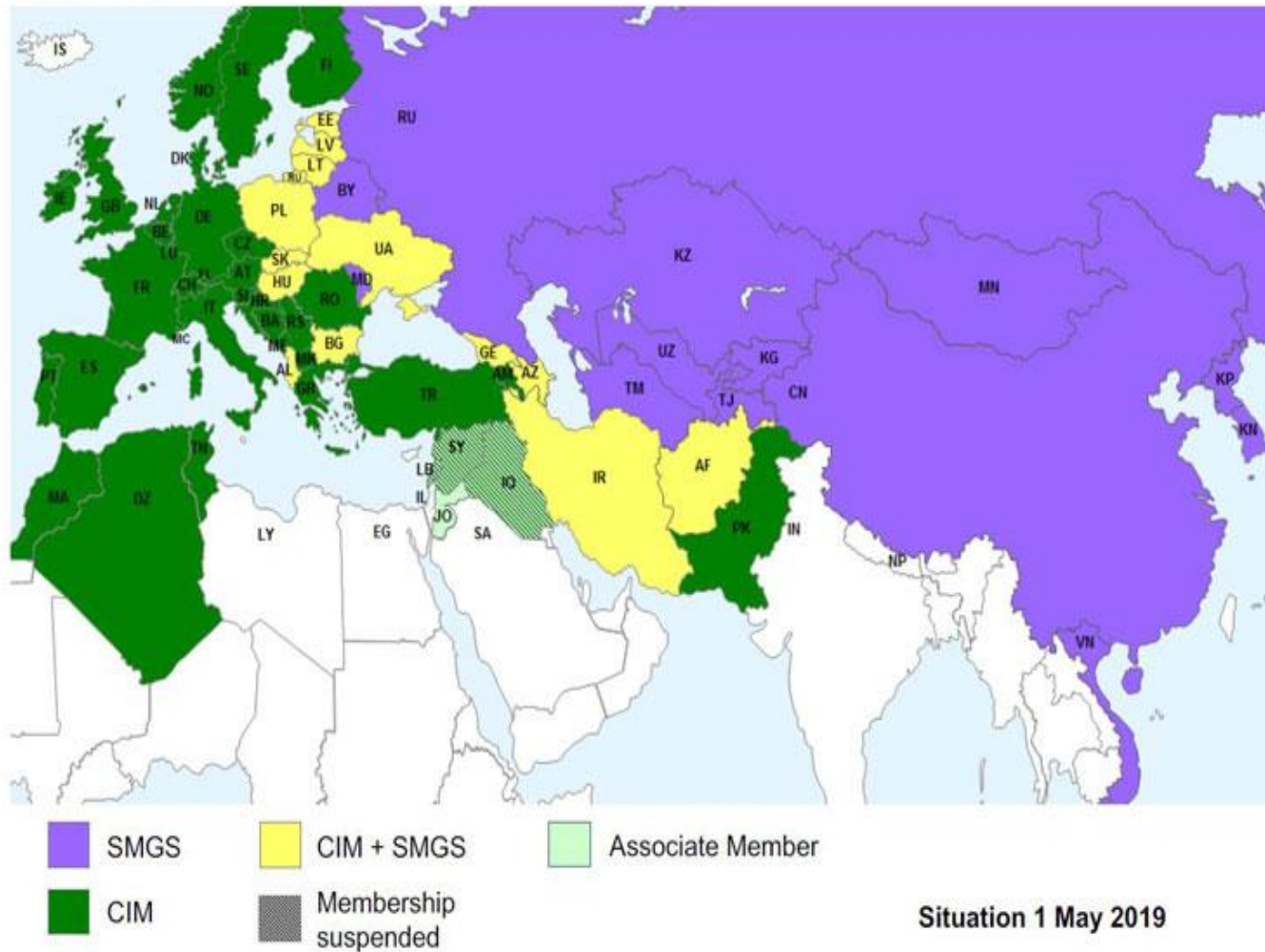
Background: Negotiability of documents on land: Filling the gap; inspiration from the maritime B/L

- Increased economic and geo-political importance of the new “Silk Road” → **Rail Corridor for Movement of Goods** between Europe and Asia (Belt and Road Initiative)
- **Bills Of Ladings not available** for this land- / multimodal transit
- Need for Trading parties and Trade Finance Banks to be able to **finance based on the collateral of the document itself**
- Start of UNCITRAL project, where CMI was invited basically to advise on how the maritime bill of lading works, so that its features could be “cloned” if needed and adequate



Obstacles for land-based Negotiability

Freight Traffic CIM/SMGS



Obstacles: the current Land-Conventions and Regimes not allowing Negotiability

To circumvent the complex obstacles that the current land-based regimes pose in relation to negotiability the “**DUAL TRACK**” approach was agreed:

- The Contract of Carriage would remain subject to whatever contract of carriage regime is applicable (CMR / COTIF etc. etc.).
- The parties will, however, now mark such document with a **NCD annotation** or create such a **NCD document** that would by virtue of the NCD Convention provide negotiability.
- NCD Convention is providing some rules on negotiability inspired by the RR but also by other instruments,
- The application of the **NCD Convention is only triggered if the parties so agree.**

The Scope Fiasco:

From a land-based to a maritime-inclusive Convention

Delegations started to favor a broad scope departing from the initial land-based scope and expanding to all modes of transport (including maritime).

The clarification requested by delegations, including CMI, that the NCD Convention is not intruding into existing regimes on bills of lading (national / RR) was **rejected** in the last Working Group in March 2025.

There is no realistic chance that the issue could be renegotiated during the UNCITRAL Commission meeting starting 7th July 2025

The Spanish Government has prepared a Submission asking for the right of a Contracting State to register a **Reservation** as to the application of the NCD Convention to maritime negotiable transport documents (i.e. bills of lading).

CMI, Switzerland and hopefully other delegations will support this submission with separate written submissions.

Immediate Consequences: New forms and new regulations for different maritime negotiable documents

If this Reservation is not granted, then any Contracting State to the NCD Convention would have to apply this Convention even for maritime (maritime +) contracts evidenced either

- By a maritime «**pure NCD**» (that might not be equivalent to a B/L and, therefore, no Hague-Visby Rules would apply (e.g. the situation under Swiss law))
- By a «**NCD B/L**» (that would either have lost its nature as B/L (see above) or will remain a bill of lading in need of an adaptation of national legislation, merging the NCD into national B/L laws (the issue is left open by the Convention) (offering a variant of their national B/L law to marine «NCD B/Ls»))
- Even by a «**NCD Seawaybill**», an odd creation, which is possible under the NCD Convention (question: would the Hague Visby apply?)

The «marine» application would remain to be applicable for all jurisdictions that chose not to register a Reservation, leaving the marine industry with a chaos, that lacks all justification

Call For Action!!! → Reservation

- **Spanish Government's Submission asking for the Right to register a Reservation**, supported by Switzerland and CMI
- **Lobby (asap!!)** with your Government (responsible for delegations at UNCITRAL) to **allow Contracting States to register a Reservation** as to its application for maritime negotiable transport documents (as regulated in national bill of lading legislation and in the RR, when RR is coming into force)
- **Involve your «maritime» industries** (Shipowners, Traders, Trade financing Banks)
- UNCITRAL Meeting starts on **July 7th 2025** – only few weeks after the CMI Tokyo Conference!
- The more States register the Reservation, the cleaner the «maritime trade» will remain (avoiding the intrusion of NCD's into the established world of the B/L).

Protective measures:→ the NCD Shield

Industries will have to protect themselves from the intrusion of the NCD Convention into their maritime trade.

The application of the NCD is subject to an **agreement to apply the NCD** Convention. Therefore there remains the **right, not to agree**.

The players involved in the marine industry are well advised to prepare a robust **NCD Shield** for their maritime and maritime+ trade, **clearly evidencing a disagreement to apply the NCD**. Such evidence needs to be maintained for each and every document issued.

Parties involved in maritime activities (shipowners, carriers, shippers, consignees, seller and buyers, trade financing banks and marine insurers) need to reflect the risks of NCDs on their arrangements, payment terms and L/C.

All of this needs to be done, even if some States have protected themselves and their national law thanks to the proposed Reservation, as other Contracting States may not have registered such Reservation, allowing the extension of the scope into marine documentation.

Consequences for the future of the Rotterdam Rules

- The NCD can be seen as an «attack» on the future of the Rotterdam Rules
- The NCD Convention «replaces» the carefully drafted, coherent Bill of Lading regime of the RR, a Convention that smoothly, very diligently and in detail combines the Contract of Carriage and the documents produced thereunder.
- Will the Rotterdam Rules be able to coexist with a NCD Convention, in particular if the NCD Convention enters into force before the Rotterdam Rules?

The NCD Convention is an alarming example of what the maritime community loses by not acting swiftly on the ratification of the Rotterdam Rules!

Remember my «*Cassandra*» intervention in Gothenburg; the longer we delay the entering into force of the Rotterdam Rules, the more we offer other projects or initiatives to intrude into Rotterdam, eventually making it very difficult or even impossible to bring this coherent, detailed and modern Convention to life.

**Please, contact your
government!!!**

Thank you.