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Economic and Social Commission for Western Asia (ESCWA)

DRAFT**CONVENTION ON INTERNATIONAL MULTIMODAL
TRANSPORT OF GOODS IN THE ARAB MASHREQ****PREAMBLE**

The parties to this convention,

Recognizing the importance of the existence of a consolidated system for international multimodal transport of goods in the region, which defines the organizational and legal framework governing and organizing the international multimodal transport operations,

Stressing the role of that system in optimizing the efficiency and effectiveness of transport services,

Stressing also the importance of that system in activating commercial trade at the regional and international levels and thereby achieving economic integration in the region,

Have agreed as follows:

I. PRELIMINARY PROVISIONS**ARTICLE 1****NAME OF THE CONVENTION**

This convention shall be designated “The convention on international multimodal transport of goods in the Arab Mashreq”.

ARTICLE 2**DEFINITIONS**

Wherever they appear in this convention, the following words and phrases shall have the specialized meanings assigned below, except as context may otherwise indicate:

The convention

The convention on international multimodal transport of goods in the Arab Mashreq.

Responsible authority

The Council of Ministers, the Ministry of Transport, Communications or any other relevant ministry, or the body concerned with multimodal transport in any of the parties to this convention.

Head of responsible authority

The head of the Council of Ministers or the Minister of Transport, Communications or any other concerned ministry or the president of the body concerned with international multimodal transport in any of the parties to this convention.

Person

Any natural or artificial person.

Means of transport

All types of freight vehicles (lorries), trains, ships, barges, inland navigation vessels, airplanes and other means of transport.

Mode of transport

Sea, road, railway, inland waterway, air, pipeline and other modes.

International multimodal transport

The process of transporting goods by more than one mode of transport under one transport contract and one transport document, for which one person (the forwarding agent) shall have responsibility from the time of receiving the goods in one country until they are delivered to the consignee in another country.

Shipper

The person concluding the international multimodal transport contract in his own name or by proxy in writing with the international multimodal transport forwarding agent.

International multimodal transport forwarding agent (forwarding agent)

The person who is licensed by the responsible authority in accordance with the provisions of this convention to conclude the international multimodal transport contract with the shipper, either directly or by proxy in writing. That person may subcontract other carriers (forwarding agents) for all or part of the modes of transport employed in transporting the goods.

Consignee

The person who has the right, either directly or by proxy in writing, to receive the goods from the international multimodal transport forwarding agent or the person acting on his behalf.

International transport of goods

The transport of goods from within the borders of one country to beyond the borders of that country or vice versa, or across that country.

International multimodal transport document (transport document)

The document issued by the forwarding agent or the performing party in accordance with the international multimodal transport contract. The transport document shall indicate the terms of the transport contract and shall be considered confirmation of receipt and delivery by the forwarding agent of the goods in

the condition stipulated in the contract. The document may be a non-electronic document or an electronic document issued by an electronic communication known as “electronic transport record”. The type of the transport document, which shall be either negotiable or non-negotiable, shall be indicated in the transport contract, if any, and the document must be marked “original”.

Negotiable international multimodal transport document (negotiable transport document)

The international multimodal transport document, which may be issued to a named individual or to the holder, and may subsequently be transferred, with or without endorsement, to any other person (consignee) for receipt of the goods.

- If the document is issued to a named individual, it may be transferred by endorsement;
- If the document is issued to the holder, it may be transferred without endorsement;
- If the document is issued in several original copies, such copies must be numbered and their total number must be indicated in the document;
- If other original copies of the document are issued, said copies must be marked “non-negotiable copy”.

Non-negotiable international multimodal transport document (non-negotiable transport document)

The document issued by the forwarding agent or the performing party in accordance with the international multimodal transport contract, which is not made out to order and identifies one person as consignee.

International multimodal transport contract (transport contract)

The contract concluded in writing between the shipper and the forwarding agent or the person acting on his behalf. Pursuant to that contract, the forwarding agent shall undertake the transport of the goods in return for a charge and in conformity with agreed terms. The transport contract shall state the type of the transport document.

Goods

Commodities and articles of any kind, which the forwarding agent or the performing party has undertaken to transport in accordance with the transport contract. Such goods shall be held in such standard units as containers or any other devices used to secure or package the freight. Goods may also include animals, livestock, liquids, liquefied material and such unpacked bulk material as cement, phosphate and grains.

Hazardous goods

Hazardous goods as defined by the United Nations.

Performing party

Any person, besides the forwarding agent, who shall assume de facto, in accordance with the transport contract, any of the responsibilities of the forwarding agent, provided that such person acts at the request, or under the supervision, of the forwarding agent. The performing party may be maritime, land or air performing party.

Maritime performing party

The person who carries out any of the responsibilities of the forwarding agent during the period from the arrival of goods to the port of loading onto the ship until arrival to the port of unloading from the ship.

Land performing party

The person who carries out any of the responsibilities of the forwarding agent while goods are transported by land (by road or railway) before their arrival to the loading port or airport or after their departure from the unloading port or airport.

Air performing party

The person who carries out any of the responsibilities of the forwarding agent while goods are transported by air from their arrival to the loading airport until their arrival to the unloading airport.

Licensing

The licensing of the international multimodal transport forwarding agent in accordance with article 7 of this convention.

Delivery

- In the case of a negotiable transport document, the goods shall be delivered to or placed at the disposal of the consignee or any person who is in possession of the original transport document;
- In the case of a non-negotiable transport document, the goods shall be delivered to or placed at the disposal of the consignee or any other person assigned by the consignee to receive the goods on his behalf and who is in possession of the original transport document.

Electronic communication

The information generated, communicated, received or stored by electronic, optical, digital or similar means that facilitate accessibility to the information for subsequent reference.

ARTICLE 3

SCOPE OF APPLICATION OF THE CONVENTION

1. The provisions of this convention, provided the parties to the transport contract have not otherwise stipulated, shall apply to all international multimodal transport contracts if the place of receipt of the goods by the forwarding agent, or the place of delivery of the goods to the consignee or the person acting on his behalf, is in the territory of one of the parties to the convention, or if the parties to the transport contract agree to apply the convention.
2. This convention shall be applied in a manner not contravening any other relevant international instrument if any party to the convention has acceded to that instrument and decided to conform to its provisions rather than to the provisions of this convention.

ARTICLE 4

USE AND VALIDITY OF ELECTRONIC COMMUNICATIONS

1. Any content that is to be included in a transport document in accordance with this convention may be recorded or communicated using electronic communications rather than the usual transport document, provided that the issuance and subsequent use of an electronic transport record is with the express or implied consent of the forwarding agent and the shipper.
2. The issuance, control or transfer of the electronic transport record shall have the same validity as the issuance, control or transfer of the usual transport document.

ARTICLE 5

RULES OF PROCEDURE FOR THE USE OF NEGOTIABLE ELECTRONIC TRANSPORT RECORDS

1. The use of the negotiable electronic transport record must be subject to rules of procedure that shall include provisions for:
 - (a) The means of issuance and transfer of the electronic transport record to a holder;
 - (b) An assurance that the negotiable electronic transport document retains its integrity;
 - (c) The means by which the holder is able to demonstrate his identity as such;
 - (d) The way in which confirmation is given that delivery to the holder has been effected or, in accordance with article 6, paragraph 2, of this convention, the negotiable electronic transport record has ceased to have any effect or validity.
2. The rules of procedure in paragraph 1 of this article should be referred to in the particulars of the transport contract and should be readily ascertainable.

ARTICLE 6

SUBSTITUTION OF A NEGOTIABLE TRANSPORT DOCUMENT OR A NEGOTIABLE ELECTRONIC TRANSPORT RECORD

1. If a negotiable transport document has been issued and the forwarding agent and the holder of the document agree to replace it with a negotiable electronic transport record:
 - (a) The holder shall surrender the negotiable transport document, or all of them if more than one has been issued, to the forwarding agent;
 - (b) The forwarding agent shall issue to the holder a negotiable electronic transport record which states that the record has been issued as a substitute for the negotiable transport document;
 - (c) Subsequently, the negotiable transport document shall cease to have any effect or validity.
2. If a negotiable electronic transport record is issued and the forwarding agent and the holder of the record agree to replace it with a negotiable transport document:
 - (a) The forwarding agent shall issue to the holder, in place of the electronic transport record, a negotiable transport document which states that the document has been issued as a substitute for the negotiable electronic transport record;
 - (b) Thereafter, the electronic transport record shall cease to have any effect or validity.

II. ORGANIZATION OF INTERNATIONAL MULTIMODAL TRANSPORT

ARTICLE 7

LICENSING

1. No one shall have the right to undertake international multimodal transport as a profession without having obtained the appropriate licence from the responsible authority.
2. The licence shall be considered personal and may not be transferred or assigned to a third party without the approval of the responsible authority.
3. The terms, procedures, and applicable fees for the licence shall be determined in accordance with rules, laws or regulations issued by the responsible authority.

ARTICLE 8

INSURANCE CONTRACT

1. Any person acting as an international multimodal transport forwarding agent must subscribe to an insurance contract which covers the liabilities of the forwarding agent stipulated in this convention, as well as those of the maritime, land or air performing parties. All matters related to the insurance contract, including the terms and provisions of the contract and the limits of liability of the insurance company, shall be governed by rules, laws or regulations issued for the purpose of this convention.
2. No person may be licensed or re-licensed to operate as an international multimodal transport forwarding agent without producing the insurance contract referred to in paragraph 1 of this article.

III. INTERNATIONAL MULTIMODAL TRANSPORT DOCUMENT

ARTICLE 9

ISSUANCE OF AN INTERNATIONAL MULTIMODAL TRANSPORT DOCUMENT

1. When the shipper and the forwarding agent conclude a transport contract and the goods have been made the responsibility of the forwarding agent, it shall be incumbent upon the forwarding agent to issue a negotiable or non-negotiable transport document, depending on the agreement between the shipper and the forwarding agent, for submission to the shipper.
2. The transport document must be signed by the forwarding agent or by any person acting on his behalf.
3. Every consignee whose name appears in the negotiable or non-negotiable transport document and to whom ownership of/responsibility for the goods shall be transferred shall enjoy all the rights and responsibilities of the shipper, including those mentioned in article 14 of this convention.
4. Pursuant to paragraph 3 of this article, any condition included in the transport contract that may negatively affect the right of the forwarding agent, deprive him/her from demanding the goods or exempting the consignee or the signatory from liability is considered to be null and void.

ARTICLE 10

CONTENTS OF THE TRANSPORT DOCUMENT

1. The transport document must contain the following particulars:
 - (a) The type and nature of the goods, the marks necessary for identification of the goods, the characteristics of the goods, including the hazardous and perishable characteristics, the number and type of packets, units, parcels or animals and the gross weight, quantity and volume of the goods;
 - (b) The apparent condition of the goods;
 - (c) The name and principal place of business of the forwarding agent;*
 - (d) The name of the shipper;*
 - (e) The name of the consignee if designated by the shipper;*
 - (f) The place and date of transference of responsibility for the goods to the forwarding agent or the performing party;
 - (g) The place of delivery of the goods;

* Basic information to be included in the transport document as essential validity requirement.

(h) The date or the period of delivery of the goods at the place of delivery if expressly agreed upon by the two contracting parties;

(i) A statement indicating whether the document is negotiable or non-negotiable;*

(j) The place and date of issue of the document;*

(k) A statement indicating whether the freight charge is payable by the consignee or the shipper;

(l) The signature of the forwarding agent or duly authorized person;*

(m) The itinerary, modes and means of transport to be used and the places of transshipment of the goods from one mode to another if known at the time of issuance of the transport document;

(n) A statement recognizing that the document is being issued pursuant to the provisions of this convention;

(o) The serial number of the transport document and the number of original copies;

(p) Any particulars agreed upon by the two contracting parties, provided that they do not contravene the relevant laws;

(q) The name of the insurance company and the number and date of the insurance contract;*

(r) Any reservation made by the forwarding agent or the shipper, with an explanation.

2. The omission or inaccuracy of one or more of the particulars required for the transport document, set out in paragraph 1 of this article, with the exception of the particulars that must be included in the transport document as essential validity requirements marked with an asterisk, shall not per se undermine the legal character or validity of the transport document.

ARTICLE 11

RESERVATIONS TO THE TRANSPORT DOCUMENT

1. If the forwarding agent knows or suspects that the characteristics and nature of the shipped goods as specified in the transport document do not accurately describe the goods transferred to his charge, and if he has no reasonable and practical means of ascertaining the status of the goods, as when, for example, the goods are delivered to him by the shipper in a sealed container, the forwarding agent or the person acting on his behalf should append to the document a reservation with regard to inaccuracy, the grounds of suspicion and the lack of the means necessary to ascertain the status of the goods.

2. If the forwarding agent does not append any reservation to the transport document with respect to the apparent condition of the goods, his non-reservation implies that he has accepted the goods in apparent good condition.

ARTICLE 12

EVIDENTIARY EFFECT OF THE TRANSPORT DOCUMENT

1. The transport document shall be considered evidence of the transfer of responsibility for the goods to the forwarding agent, as described therein, provided that the document does not contain any reservation permitted under article 11 of this convention.

2. Proof to the contrary presented by the forwarding agent shall not be binding if the transport document is issued in negotiable form and has been transferred to the consignee or transferred, with the consignee as an

intermediary, to a third party, provided the consignee and third party have acted in good faith, relying on the description of the goods set forth in the transport document.

ARTICLE 13

ISSUANCE OF OTHER DOCUMENTS

The issuance of the transport document shall not preclude the issuance, if necessary, of other documents relating to transport or other services involved in international multimodal transport, in accordance with international conventions or applicable national laws.

ARTICLE 14

LIABILITY OF THE SHIPPER TOWARDS THE FORWARDING AGENT

1. The shipper shall be responsible to the forwarding agent for the accuracy and adequacy of the particulars given in the transport document that are mentioned in article 10, paragraph 1, of this convention when responsibility for the goods is transferred to the forwarding agent.
2. The shipper shall incur any loss that may be incurred by the forwarding agent as a result of inaccuracies or inadequacies in the particulars included in the transport document in accordance with article 10 of this convention.
3. The shipper shall be liable for any loss incurred by the forwarding agent if it is proved that such loss is the result of fault, negligence or failure in the performance of the employees or agents of the shipper while shipping the goods.
4. The shipper shall guarantee punctual and safe delivery of the goods to the forwarding agent at the time agreed upon.
5. The shipper shall be liable for the actions and conduct of any person charged by him to undertake any of his responsibilities in accordance with this article, including his subcontractors, employees, agents and any other persons (with the exception of the forwarding agent or the performing parties) working directly or indirectly at his request or under his supervision or authority, as if such actions and conduct were his own.
6. If the transport contract stipulates that the liability of the shipper, or any other person designated as shipper in the contract, shall wholly or partially cease in the case of a certain event or after a certain period of time, that stipulation shall not be effective:
 - (a) In matters relating to any liability assumed by the shipper;
 - (b) In matters relating to any amounts due to the forwarding agent under the terms of the transport contract.
7. The shipper shall be liable for the damage and loss incurred by the forwarding agent as the result of failure to provide all the documents necessary to implement the transport contract, inconsistency of those documents with the facts, omission of information or provision of false information.
8. The shipper may, at his own expense, request the forwarding agent to verify the weight, amount, volume or number of goods or the contents of packets, in the presence of a representative of the shipper; the results of that inspection shall be recorded in the transport document. If the transport operation requires special arrangements, the shipper shall notify the forwarding agent to that effect well before the goods are delivered to the forwarding agent, in accordance with the terms agreed upon.

IV. LIABILITY OF THE INTERNATIONAL MULTIMODAL TRANSPORT FORWARDING AGENT

ARTICLE 15

PERIOD OF RESPONSIBILITY OF THE FORWARDING AGENT

1. The responsibility of the forwarding agent for the goods shall start at the time when he or the performing party has received the goods from the shipper and shall end at the time when the forwarding agent delivers the goods to the consignee.
2. The time and place of receipt of the goods by the forwarding agent shall be the time and place agreed upon in the transport contract or, failing an agreement in that regard, the time and place determined in accordance with the usual traditions, practices or norms of the trade. In the absence of any such traditions, practices or norms, the time and place of receipt of the goods shall be the time and place whereat the forwarding agent or the performing party has taken custody of the goods.
3. If the applicable laws, regulations or instructions stipulate that the goods that are the subject of a transport contract should be handed over through an authority or third party and if the forwarding agent may receive the goods from that party, the time and place whereat the forwarding agent receives the goods from the authority or third party shall be the time and place of receipt of the goods by the forwarding agent, in accordance with paragraph 2 of this article.
4. The time and place of delivery of the goods by the forwarding agent shall be the time and place agreed upon in the transport contract or, failing an agreement in that regard, the time and place determined in accordance with the usual traditions, practices or norms of the trade. In the absence of any such traditions, practices or norms, the time and place of delivery of the goods shall be the time and place whereat the goods are discharged or unloaded from the last means of transport, in accordance with the transport contract.
5. If the applicable laws, regulations and instructions stipulate that the forwarding agent should deliver the goods that are the subject of the transport contract to the consignee through an authority or third party, the time and place whereat the forwarding agent delivers the goods to the designated authority or third party shall be the time and place of delivery of the goods by the forwarding agent, in accordance with paragraph 4 of this article.

ARTICLE 16

BASIS OF LIABILITY OF THE FORWARDING AGENT

1. The forwarding agent shall properly receive, load, handle, pack, bind, stow, organize, preserve, tend and unload the goods without being bound to any exceptional arrangements not agreed upon, unless it is agreed in the transport contract that the shipper, the person who has the right to control the goods (controlling party), in accordance with chapter VII of this convention, or the consignee shall load, stow, organize and unload the goods.
2. Once responsibility for the goods has been transferred to the forwarding agent, he shall become liable for the following:
 - (a) Any perishing, loss or damage which affects the goods;
 - (b) Any delay in delivering the goods and any loss, damage or defect resulting from such delay, provided that the loss, damage or defect has occurred while the goods were under his responsibility.
3. The forwarding agent shall not be liable should he prove that he or any of his employees or agents was not responsible for any fault or neglect that caused or contributed to the delay in delivery, loss or damage.

The forwarding agent shall similarly be exempt from any liability should he prove that the delay in delivery, loss or damage was the result of one or more of the following causes:

- (a) A fault on the part of the shipper or the consignee or any of their agents or representatives;
- (b) Force majeure as defined by the International Chamber of Commerce;
- (c) An inherent or inconspicuous defect in the goods;

(d) Any reduction in volume or weight during transport caused by vaporization, desiccation or ripening, which is attributable to the inherent nature of the transported goods;

(e) Other cause beyond the control of the forwarding agent which prevents him from satisfying the articles of the transport contract, including an outbreak of fire in the mode of transport, the need to save lives or properties at sea, exposure to any of the various perils of the sea or the outbreak of war, hostilities or riots.

4. If it is established that a fault on the part of the forwarding agent has caused or contributed to the occurrence of one or more of the exempting causes mentioned in paragraph 3 of this article, the forwarding agent shall then be liable for all or part of the loss resulting from the delay in delivery or the damage to the goods.

5. If the consignee establishes that an incident on the part of the forwarding agent contributed or led to delay in delivery or loss of or damage to the goods, and the forwarding agent is unable to prove that such an incident is not attributable to any fault committed by him or by the performing party, the forwarding agent shall then be liable for all or part of the loss caused by the delay in delivery, loss or damage.

6. The forwarding agent shall not be liable for any damage or loss resulting from a delay in delivery unless the shipper had expressed in writing the wish to have the goods delivered at a predetermined time agreed upon by the forwarding agent. Delivery of goods shall be considered delayed if the goods are not delivered during the time period agreed upon or, in the absence of a previous agreement, during a time period deemed appropriate after taking into consideration the circumstances that may cause a delay in delivery.

7. If the goods do not arrive within ninety (90) days of the date agreed upon for delivery or during the appropriate time period mentioned in paragraph 6 of this article, the goods may be deemed lost and the forwarding agent shall accordingly be held liable, unless he proves that he is not liable in accordance with paragraph 3 of this article.

8. The forwarding agent shall not be held liable for the delay in delivery or loss of or damage to or defect in the goods if the delay, loss, damage or defect was a result of incomplete or inaccurate information provided by the shipper on the nature or value of the goods in either the transport contract or the transport document.

ARTICLE 17

LIMITATION OF LIABILITY OF THE FORWARDING AGENT IF THE NATURE AND VALUE OF THE GOODS WERE NOT SPECIFIED AND THE STAGE OF TRANSPORT DURING WHICH THE DAMAGE OR LOSS OCCURRED WAS KNOWN

If it is established that the forwarding agent is liable for any damage to or loss of the goods, and the nature and value of the goods have not been specified by the shipper before the forwarding agent took charge of the goods, and the stage of transport during which the damage or loss occurred is known, the amount of compensation payable by the forwarding agent for such damage or loss shall not exceed the amount stipulated by the applicable international conventions or the domestic law applicable to the means of transport during the use of which the damage or loss occurred. Any term in the transport contract that contravenes those conventions and laws shall be considered null and void.

ARTICLE 18

LIMITATION OF LIABILITY OF THE FORWARDING AGENT IF THE NATURE AND VALUE OF THE GOODS WERE NOT SPECIFIED AND THE STAGE OF TRANSPORT DURING WHICH THE DAMAGE OR LOSS OCCURRED WAS UNKNOWN

1. If it is established that the forwarding agent is liable for any damage to or loss of the goods, and the nature and value of the goods have not been specified by the shipper before the forwarding agent took charge of the goods, and the stage of transport during which the damage or loss occurred is unknown and the multimodal transport process includes transporting the goods by sea or river, the amount of compensation payable by the forwarding agent shall not exceed 2 (two) special drawing rights (SDRs) per kilogram (kg) of the total weight of the lost or damaged goods, or 666.67 (six hundred sixty six and sixty seven hundredth) SDRs for each lost or damaged parcel or packet or any other shipping unit, whichever is higher. The shipping unit or parcel may be defined as one of the units or parcels enumerated or stowed in the partial unit of transport, namely, a container or similar device. Were the shipping units not enumerated in that manner, the goods in such a container shall be considered as one shipping unit.
2. If, under the terms of the transport contract, the multimodal transport does not include a sea or river leg, the liability of the forwarding agent shall not exceed 8.33 (eight and thirty three hundredth) SDRs per kg of the total weight of the damaged or lost goods or 17 (seventeen) SDR per kg of the total weight of damaged or lost goods if the multimodal transport process includes air transport.
3. The special drawing right is the unit of account adopted by the International Monetary Fund (IMF) and some international organizations. The value of SDRs mentioned in paragraphs 1 and 2 of this article, as defined by IMF, may be converted to local currency at the rate of exchange applicable on the date of adjudication or ruling, or the date agreed upon by the parties. The value of the local currency in terms of SDR shall be calculated in accordance with the method of valuation applied by IMF, on the date in question, for its operations and transactions.

ARTICLE 19

LIMITATION OF LIABILITY OF THE FORWARDING AGENT WHEN GOODS ARE DELIVERED LATE UNDER SPECIFIC CONDITIONS

If, under the conditions stipulated in article 16 of this convention, delivery of the goods is delayed, the liability of the forwarding agent shall be limited to an amount equivalent to two and a half (2.5) times the freight charge payable for the goods delayed, but not exceeding the total freight charge payable under the transport contract.

ARTICLE 20

LIABILITY OF THE FORWARDING AGENT FOR THE CONDUCT AND ACTIONS OF PERSONS ENGAGED BY HIM

The forwarding agent shall be directly liable for the conduct and acts of employees, agents or delegates engaged by him, or the performing party or subcontractors of the performing party in matters related to the transport of the goods, so long as such conduct and acts fall within the scope of the transport contract.

ARTICLE 21

LIMITATION OF LIABILITY OF THE FORWARDING AGENT FOR THE TOTAL LOSS OF GOODS

1. Should an action be brought against the forwarding agent by virtue of this convention, under no circumstances shall the liability of the forwarding agent exceed the overall value of the goods.

2. The forwarding agent may, by agreement with the shipper, be liable for more onerous obligations than those set forth in this convention, provided such obligations are specified in the transport contract or the transport document.

ARTICLE 22

BASIS FOR ESTIMATING COMPENSATION

1. Compensation for loss of or damage occurred to the goods and/or caused by delayed delivery and/or any other cause meriting compensation, shall be estimated with reference to the value of the goods at the time and place whereat the goods were delivered to the consignee under the transport contract.

2. The value of the goods shall be determined in accordance with the stock market price of the commodity or, if there is no such price, the current market price. If the market price cannot be ascertained, the value of the goods shall be determined by reference to the value of goods similar in kind, quantity and origin.

3. The forwarding agent shall not be liable for compensation for any loss of or damage to the goods which exceeds the value stipulated in paragraphs 1 and 2 of this article and in articles 17, 18 and 19 of this convention, unless the forwarding agent and the shipper have agreed to use a different method of calculation of the compensation or have agreed that the forwarding agent shall bear additional charges, pursuant to article 21, paragraph 2.

ARTICLE 23

LOSS BY THE FORWARDING AGENT OF HIS RIGHT TO LIMITATION OF LIABILITY

The forwarding agent shall not benefit from the limitation of liability under any of the articles of this convention if it is established that the loss of, damage to or delay in delivery of the goods resulted from negligence or an act committed by the forwarding agent with the intent to cause such loss, damage or delay in the knowledge that such loss, damage or delay was likely to occur.

ARTICLE 24

NOTIFICATION OF DAMAGE TO OR LOSS OF THE GOODS

1. The delivery of goods by the forwarding agent to the consignee shall be considered prima facie evidence of delivery of the goods as described in the transport document, unless the consignee submits to the forwarding agent a written notification of the nature of the loss of or the apparent damage to the goods within a full working day after the day on which he received the goods.

2. Where the damage or loss is latent, paragraph 1 of this article shall apply unless the consignee submits to the forwarding agent a written notification within six (6) days of the day on which he received the goods.

3. In case of partial loss of goods or indubitable loss or damage, it shall be incumbent upon both the forwarding agent and the consignee to do everything in their power to facilitate the inspection of the goods, in order to ascertain the proportion of the lost part and/or the nature of the damage.

4. Claim for compensation for damage caused by delay in delivery can only be made if the shipper or the consignee issues a written notification to the forwarding agent within twenty-one (21) days of the day on which the consignee received the goods or after the day on which he was notified that the goods had arrived at the place of delivery.

5. The forwarding agent shall notify the shipper in writing of any loss of or damage to the shipment within a period of sixty (60) days of the day on which the goods were delivered or after the day on which the goods were due for delivery if such loss or damage was a result of fault or neglect on the part of the shipper.

If the notification reaches the shipper after that period, the forwarding agent shall be liable for that loss or damage.

ARTICLE 25

DISCOVERY OF GOODS FOR WHICH COMPENSATION WAS PAID

1. If lost goods for which compensation was paid are found within six (6) months of the date when compensation was paid, the forwarding agent or the person subrogated on his behalf shall immediately notify the party to whom the compensation was paid, inform him of the condition of the goods and invite him to inspect the goods at the location in which they were found, at the point where the transport was initiated or at the point of arrival.
2. If the party to whom compensation was paid does not issue instructions within five (5) days of the date on which he received the notification or if he does not attend at the time appointed by the forwarding agent for the inspection of the goods or does attend but refuses to receive the goods, it shall be considered that the party has forfeited his right to the goods and the forwarding agent shall have the right to dispose of the goods as he wishes.
3. If the party to whom compensation was paid demands that the goods be returned to him, he shall return that compensation after deducting the expenses of filing the claim and an amount commensurate with the loss caused by the delay in delivering the goods.

ARTICLE 26

INSPECTION OF GOODS BY THE FORWARDING AGENT

1. If it is necessary for the forwarding agent to inspect the goods in order to ascertain the contents and if the inspection necessitates breaking wrappings or opening receptacles, the shipper shall be invited in writing to attend the inspection on a specified date and time. If the shipper does not attend on that date and time, the forwarding agent may conduct the inspection in the absence of the shipper and may bill the shipper or consignee for any inspection costs, as necessary.
2. If inspection reveals that the goods are in such condition that they cannot be transported without damage, the forwarding agent may refuse to transport them or he may agree to do so after receipt of a statement from the shipper acknowledging the condition of the goods and agreeing to the transport. In that case, the condition of the goods and the acknowledgement of the shipper shall be incorporated into the transport document.
3. If the protection of the goods during transport so requires, the forwarding agent shall repackage them or repair, increase or reduce the packaging or take any other measures necessary, and shall cover any expenses entailed. The forwarding agent shall have the right to bill the shipper or consignee for any additional expenses incurred as a result of such measures, as necessary, on the basis of a previous written agreement with the shipper or consignee in that regard.

ARTICLE 27

LIABILITY OF THE FORWARDING AGENT FOR REDUCTION IN THE GOODS CAUSED BY THEIR INHERENT NATURE

1. The forwarding agent shall not be held liable for reduction in the weight or volume of goods during transport that is caused by their inherent nature, provided that such reduction does not exceed the internationally accepted norm.

2. If the transport document covers various goods divided into groups or packages and the weight of each is stipulated in the document, the permitted reduction shall be determined on the basis of the weight of each group or package.
3. The forwarding agent shall not be held liable for any reduction in goods transported in a container or similar device prepared by the shipper and stamped with his seal, providing the forwarding agent delivers the goods to the consignee with the seal intact.

V. FREIGHT CHARGES

ARTICLE 28

SETTLEMENT OF CHARGES

1. The freight charge shall be payable upon delivery of the goods to the consignee unless otherwise agreed by the two parties.
2. If, subsequent to the time at which the freight charge has become payable, the goods are destroyed, damaged or lost, the freight charge shall be payable irrespective of the cause of such destruction, damage or loss. Payment of the freight charge shall not be subject to any set-off, deduction or discount on the grounds of any counterclaim that may be made by either the shipper or the consignee against the forwarding agent, unless otherwise agreed by the two parties.
3. Should force majeure prevent the initiation of the transport process, the freight charge shall not be payable to the forwarding agent, unless otherwise agreed in the transport contract.

ARTICLE 29

LIABILITY OF THE SHIPPER AND CONSIGNEE FOR PAYMENT OF THE FREIGHT CHARGE

1. The shipper shall be liable for paying the freight charge and other fees incidental to the transport of the goods, unless otherwise agreed in the transport contract.
2. If the contract particulars in the negotiable transport document include the phrase “freight charge prepaid” or any similar phrase, then neither the holder of the transport document nor the consignee shall be liable for payment of the freight charge. This provision shall not apply to the consignee if the consignee is also the shipper.
3. If the contract particulars in the transport document include the phrase “freight charge payable on delivery” or any similar phrase, that phrase shall mean that, beside the shipper, any holder of the transport document or consignee receiving the goods or exercising any of the rights in connection with the goods may become liable for payment of the freight charge.

ARTICLE 30

RIGHTS OF THE FORWARDING AGENT IN THE CASE OF NON-PAYMENT OF FREIGHT CHARGE

1. Regardless of any agreement to the contrary, if the consignee is liable for the payments referred to below, the forwarding agent shall have the right to retain all or a part of the goods that is commensurate with the charge due until the following is paid:
 - (a) Transport charge, cost of rented space not being used for any other purpose, fines for late payment, compensation for retention of goods and all other due expenses relating to the goods incurred by the forwarding agent;
 - (b) Any other compensation due to the forwarding agent in accordance with the transport contract.

2. When calculating the delay in delivering the goods mentioned in articles 16, 19 and 23 of this convention, the period of retention of goods mentioned in paragraph 1 of this article must be excluded.

3. If payment is not provided in accordance with paragraph 1 of this article, or if payment has not been provided in full, the forwarding agent shall have the right to sell part or all of the goods at a reasonable price and without infringing on the rights of the consignee, in accordance with the procedures laid down in the relevant national legislation, should such legislation exist, and to collect, from the proceeds of that sale, the amount payable to the forwarding agent, including the cost incurred by resorting to that measure, customs fees, the cost of storing the goods in port or any other expenses as such measure requires. Any remaining balance shall be placed at the disposal of the consignee.

VI. RIGHT TO CONTROL THE GOODS

ARTICLE 31

DEFINITION OF THE RIGHT TO CONTROL THE GOODS

1. The right to control the goods shall mean the right to agree with the forwarding agent, inter alia, on amending certain terms of the transport contract, and the right to give instructions to the forwarding agent with regard to the goods throughout the period of responsibility of the forwarding agent for those goods. The right to give instructions to the forwarding agent shall include the following:

(a) The right to give or modify instructions with regard to the goods, provided that such instructions do not represent a withdrawal from the transport contract;

(b) The right to demand delivery of the goods before their arrival to destination;

(c) The right to substitute any other person, including the controlling party, for the consignee;

(d) The right to agree with the forwarding agent on withdrawing from the transport contract.

2. When a non-negotiable transport document is issued, the following rules shall apply:

(a) The shipper shall be the controlling party, unless the shipper and the consignee have agreed that another person shall be that party, in which case the shipper shall inform the forwarding agent to that effect;

(b) The controlling party shall have the right to transfer that right to another person. By doing so, the transferor loses the right to control the goods. The transferor or transferee must notify the forwarding agent of that transfer;

(c) When the controlling party exercises the right to control the goods pursuant to paragraph 1 of this article, he shall be required to produce a valid identification;

(d) The right to control the goods shall be transferred to the consignee when the goods have arrived at destination and the consignee has requested delivery of the goods.

3. When a negotiable transport document is issued, the following rules shall apply:

(a) The holder of the original copy of the negotiable transport document or the holder of all the original copies, if multiple copies have been issued, shall be the only controlling party;

(b) The holder of the negotiable transport document may, by transferring the negotiable transport document to another person, transfer the right to control the goods. By that transfer, the transferor forfeits his right to control the goods. When multiple original copies of the document have been issued, all such copies must be transferred in order for the transfer of the right to control the goods to enter into force;

(c) In order to exercise the right to control the goods, the holder of the negotiable transport document must show that document to the forwarding agent if the latter so stipulates. If multiple original copies of that document have been issued, all such copies must be shown, apart from those in the actual possession of the forwarding agent. Should that document not be shown, the right to control the goods may not be exercised;

(d) The negotiable transport document shall contain all instructions referred to in paragraph 1 (b), (c) and (d) of this article which were issued by the holder of the transport document at the time when that document entered into force.

4. Subject to paragraphs 5 and 6 of this article, the forwarding agent shall be bound to implement the instructions mentioned in paragraph 1 (a), (b) and (c) of this article if:

- (a) The person giving such instructions has the right to control the goods;
- (b) It is possible to implement the instructions on reasonable terms;
- (c) The instructions do not interfere with the normal operations of the forwarding agent.

5. Under all circumstances, the controlling party shall be bound to reimburse the forwarding agent and any other persons interested in other goods being transported in the same operation for any additional expenses they may have sustained and compensate them for any loss or damage incurred as a result of the implementation of any instructions pursuant to this article.

6. It shall be incumbent upon the controlling party, if the forwarding agent so demands, to provide a guarantee of payment of a value equivalent to any additional expenses, loss or damage expected to arise from any instruction given in accordance with this article, if the forwarding agent:

- (a) Expects that implementation of any instruction pursuant to this article will cause additional expenses, loss or damage;
- (b) But is, nevertheless, willing to carry out that instruction.

7. The forwarding agent shall be liable for any damage to or loss of the goods caused by his failure to comply with the instructions of the controlling party, which represents a breach of paragraph 4 of this article.

8. Goods delivered upon the issuance of an instruction in accordance with paragraph 1 (b) of this article shall be considered as having been delivered at destination.

9. If the forwarding agent, during the period when the goods are in his charge, requires any additional information, instructions or documents, the controlling party shall be bound to provide such information at the request of the forwarding agent. If, after exerting reasonable efforts, the forwarding agent fails to determine the identity or whereabouts of the controlling party, or if the controlling party fails to provide the forwarding agent with sufficient information, instructions or documents, responsibility for doing so shall devolve upon the shipper.

VII. DELIVERY OF GOODS TO THE CONSIGNEE

ARTICLE 32

LIABILITY OF THE CONSIGNEE FOR THE RECEIPT OF GOODS

Upon the arrival of the goods to destination, it shall be incumbent upon the consignee to receive the goods on the date and at the location indicated in the transport document. If the consignee defaults on that obligation and leaves the goods in the charge of the forwarding agent or the performing party, then the forwarding agent or performing party shall control the goods as the agent of the consignee, after notifying him in writing, without, however, being liable for any loss of or damage to the goods, unless such loss or damage is a result of a personal act or oversight committed by the forwarding agent or the performing party

with the intention of causing such loss or damage, or a result of negligence of either, in the knowledge that such negligence would lead to loss or damage.

ARTICLE 33

ACKNOWLEDGEMENT OF RECEIPT OF GOODS

It shall be incumbent upon the consignee to acknowledge receipt of the goods from the forwarding agent or the performing party in the manner customary at the place of destination, while observing article 24 of this convention.

ARTICLE 34

DELIVERY OF GOODS UNDER A NON-NEGOTIABLE TRANSPORT DOCUMENT

1. If the name and address of the consignee are not mentioned in the contract particulars, it shall be incumbent upon any controlling party to inform the forwarding agent to that effect before or upon the arrival of the goods to destination.
2. The forwarding agent shall deliver the goods to the consignee at the time and place agreed upon in the contract upon production by the consignee of a valid identification. The forwarding agent may refuse to deliver the goods if the consignee does not produce a valid identification.
3. The liability of the forwarding agent shall end upon delivery of the goods to the consignee whose name is indicated in the non-negotiable transport document.
4. If the consignee does not demand receipt of the goods from the forwarding agent after the goods have arrived at destination, it shall be incumbent upon the forwarding agent to inform the controlling party to that effect, or to inform the shipper if, after exerting reasonable effort, he fails to determine the identity of the controlling party. In that case, it shall be incumbent upon the controlling party or the shipper to issue to the forwarding agent instructions related to the delivery of the goods. If, after exerting reasonable effort, the forwarding agent fails to determine the identity or the whereabouts of the controlling party or the whereabouts of the shipper, the holder of the transport document shall be considered the shipper for the purposes of this paragraph. The forwarding agent who delivers the goods pursuant to the instructions of the controlling party or the shipper, in accordance with this paragraph, shall be absolved from his obligations related to delivering the goods in accordance with the transport contract.

ARTICLE 35

DELIVERY OF GOODS UNDER A NEGOTIABLE TRANSPORT DOCUMENT

1. The forwarding agent or the person acting on his behalf shall deliver the goods to the holder of the negotiable transport document at the time and place agreed upon in the transport contract after that holder produces the negotiable transport document.
2. When multiple original copies of the negotiable transport document have been issued, the forwarding agent or the person acting on his behalf shall be exempt from liability if he actually delivers the goods in return for one or all of the properly endorsed original copies.

ARTICLE 36

DIFFICULTIES IN DELIVERING THE GOODS

1. If the forwarding agent does not receive from the controlling party or the shipper sufficient instructions for delivering the goods, or fails to determine the whereabouts of the controlling party or the shipper, or if the consignee refuses to receive the goods at the time indicated in the transport contract, it shall

be the right of the forwarding agent, within the applicable laws and rules in the place where the goods exist at that time, to take any of the following actions:

- (a) Store the goods in any appropriate location;
- (b) Unload the goods if they are in containers or dispose of the goods in any other reasonable manner, as necessary;
- (c) Seek to sell the goods in accordance with practice, or in conformity with laws or regulations at the place where the goods are located at that time;
- (d) Request the customs authority or relevant authority to receive the goods and place them in storage or request that the relevant court confirm the condition of the goods and authorize him to have those goods placed under the supervision of a custodian at the expense and under the liability of the shipper.

2. If the goods are sold in accordance with paragraph 1 (c) of this article, it shall be incumbent upon the forwarding agent to retain the proceeds of the sale for the benefit of the person who has the right to control the goods, subject to deduction of any costs incurred by the forwarding agent in respect of the goods and any other amounts payable to the forwarding agent and to the relevant Government parties, as necessary.

3. The forwarding agent shall not be permitted to exercise the rights mentioned in paragraphs 1 and 2 of this article unless, a reasonable time before the goods arrived at destination, he has notified the person listed in the particulars of the transport contract as the person who should be notified of the arrival of the goods to destination, if there is such a person, or the consignee, or, otherwise, the controlling party.

4. When the forwarding agent or the performing party exercises the rights mentioned in paragraphs 1 and 2 of this article, he shall not be liable for any loss of or damage to the goods unless such loss or damage is the result of an act or oversight on the part of the forwarding agent or performing party with the intention to cause such loss or damage, or as the result of negligence in the knowledge that such negligence could lead to loss or damage.

VIII. DISPUTE RESOLUTION

ARTICLE 37

ARBITRATION

1. All conflicts, disputes or claims relating to any transport contract under the provisions of this convention or to a violation, revocation or nullification of that contract, shall be referred to arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL), applicable in case of emerging conflict or dispute.

2. The place of arbitration shall be determined pursuant to paragraph 2 of article 39 of this convention.

ARTICLE 38

LIMITATION OF LITIGATION

Any litigation relating to the transport of goods under this convention shall be time-barred if judicial or arbitration proceedings have not been instituted within a period of two (2) years from one of the following dates:

- (a) The date on which the goods were delivered;
- (b) Where the goods have not been delivered, the date on which the goods should have been delivered;

(c) The date on which the party responsible for receiving the goods acquires the right to act as if the goods have been lost, pursuant to article 16, paragraph 7, of this convention.

ARTICLE 39

LITIGATION PROCEEDINGS

1. Notwithstanding the provisions of article 37, the parties to the transport contract may refer their dispute to court provided that action is instituted in a competent court within the jurisdiction of which is situated one of the following places:

(a) The principal place of business, if such exists, or the residence of the defendant;

(b) The place where the transport contract was signed, provided that the defendant has in that place a business branch or agency;

(c) The place where the forwarding agent took charge of the goods or the place of delivery of the goods;

(d) Any other place designated in the transport contract and evidenced in the transport document.

2. Only the following parties may plead rights, in accordance with the transport contract, against the forwarding agent or the performing party:

(a) The shipper, if he has incurred loss or damage as a result of a breach of the transport contract;

(b) The consignee, if he has incurred loss or damage as a result of a breach of the transport contract;

(c) The holder of the negotiable transport document, irrespective of whether he has personally incurred loss or damage;

(d) Any person to whom the shipper or the consignee has transferred his rights, or who acquires rights under the transport contract through substitution in accordance with the applicable national law, including, for example, an underwriter, provided that person who acquired rights by transferal or substitution has incurred loss or damage as a result of a breach of the transport contract. When rights to bring a case have been transferred through transferal or substitution in accordance with this paragraph, the forwarding agent or the performing party shall enjoy the right to all rebuttals permissible against that third party and the right to limitation of liability, in accordance with the transport contract.

3. Where an action has been instituted before a competent court in accordance with the provisions of this article or where ruling on such action has been delivered, no new action between the same parties, based on the same grounds, may be instituted before a court or an arbitration committee, except when the judgment in the first action is not enforceable in the country where the new proceedings are to be instituted.

4. The two parties to the transport contract may agree on a specific competent court, provided that court has jurisdiction in one of the places mentioned in paragraph 1 of this article. The shipper and the forwarding agent may explicitly agree that any other person who takes action under the transport contract must bring the action before that court, provided that all the following conditions are met:

(a) The agreement on a specific court is incorporated into the transport contract;

(b) The other person is notified of the location of the court;

(c) The other person explicitly accepts the agreement on a specific court.

IX. GENERAL PROVISIONS

ARTICLE 40

TRANSFER OF RIGHTS

1. If the transport document is negotiable, it shall be the right of the holder of the document to transfer the rights contained in that document by transferring the document to another person in one of the following manners:
 - (a) With proper endorsement to that other person or in a blank;
 - (b) With no endorsement, if the document has been made out to the holder;
 - (c) With no endorsement if the document has been made out to the order of a named party and the transfer was between the holder of the document and that party.
2. The holder of a transport document, who is neither the shipper nor exercises any rights under the transport contract, shall not bear any liability under the transport contract simply by virtue of having become the holder of the transport document.
3. The holder of a transport document, who is not the shipper and exercises any rights under the transport contract, shall bear all liabilities imposed on the shipper under the transport contract, provided such liabilities have been incorporated into the negotiable transport document.

ARTICLE 41

HAZARDOUS GOODS

1. When the shipper hands over hazardous goods to the forwarding agent, the person acting on his behalf or the performing party, the shipper shall inform him in writing of the hazardous nature of the goods and the precautions that must be taken when transporting those goods.
2. If the shipper fails to inform the forwarding agent, the person acting on his behalf or the performing party of the hazardous nature of the goods being transported, and the forwarding agent does not have knowledge of their hazardous nature:
 - (a) The shipper shall be liable to the forwarding agent or the person acting on his behalf for all the loss resulting from the transport of such goods;
 - (b) The forwarding agent may unload, destroy, or remove the goods at any time after informing the shipper as the circumstances may require, after approving of the competent authority, without paying any compensation and taking into account the measures that are necessary for the prevention of any damage that may result;
 - (c) The conditions and procedures for transporting hazardous material by air as stipulated in the laws and regulations of each State must be observed.

ARTICLE 42

CONFORMITY OF THE TRANSPORT CONTRACT WITH THIS CONVENTION

1. Subject to article 3 of this convention, no forwarding agent in any party to this convention shall have the right to enter into a contract in the field of international multimodal transport unless that contract is in conformity with this convention. Any clause in the transport contract which directly or indirectly

contravenes the provisions of this convention shall be considered invalid, without, however, affecting the validity of other clauses of the transport contract.

2. If the shipper or the person acting on his behalf incurs any damage as a result of a clause which is invalid pursuant to paragraph 1 of this article, the forwarding agent shall be bound to compensate the shipper or the controlling party for the loss caused by damage to or delay in delivery of the goods, in accordance with this convention.

ARTICLE 43

EXTENSION OF A PERIOD IF IT ENDS ON A HOLIDAY

If the day marking the end of the period agreed upon and specified in articles 16, 24 and 25 of this convention falls on an official holiday, that period shall be extended to the end of the first subsequent workday.

ARTICLE 44

LIABILITY FOR PROVIDING AND SHARING DATA

The shipper and the forwarding agent must cooperate in exchanging, in an accurate and timely fashion, all data, information and documents pertinent to the goods being transported, in order to facilitate optimal implementation of the transport contract.

ARTICLE 45

PROFESSIONAL TRAINING AND DEVELOPMENT OF INTERNATIONAL MULTIMODAL TRANSPORT FORWARDING AGENTS

The parties to this convention shall work, in conformity with international practice, towards the establishment of a regional framework, such as a union or a non-governmental association, for forwarding agents of international multimodal transport of goods, to undertake missions, including the professional development of international multimodal transport forwarding agents.

ARTICLE 46

PENALTIES

Anyone who exercises without licence the profession of international multimodal transport forwarding agent in any of the parties to this convention shall be penalized in accordance with a system, law or regulation that shall be designed for that purpose.

ARTICLE 47

RULES AND DIRECTIVES

1. The parties to this convention shall undertake, with the assistance of the Economic and Social Commission for Western Asia (ESCWA) and, in particular, the secretariat of the Committee on Transport, to lay down regional regulations in relation to this convention, which define the guidelines and directives to guide the different parties in the preparation of national regulations that should be issued by each party for that purpose.

2. The responsible authority in each of the parties to this convention shall, at the request of its head, issue the regulations or laws necessary for the implementation of the provisions of this convention.

3. The head of the responsible authority shall issue the instructions or administrative decisions necessary for the implementation of this convention and the regulations and laws issued in relation with this convention.

X. FINAL PROVISIONS

ARTICLE 48

SIGNATURE, RATIFICATION, ACCEPTANCE, APPROVAL AND ACCESSION

1. This convention shall be open for signature by members of ESCWA in Sana'a from 28 to 29 May 2008, and subsequently at United Nations headquarters in New York until 31 December 2009.
2. Members mentioned in paragraph 1 of this article shall become parties to this convention by:
 - (a) Signature not subject to ratification, acceptance, or approval (final signature); or
 - (b) Signature subject to and followed by ratification, acceptance, or approval; or
 - (c) Accession.
3. Ratification, acceptance, approval or accession shall enter into force after the necessary instrument has been deposited with the depositary.
4. States non-members of ESCWA may accede to the convention by depositing the instrument of accession with the depositary, after obtaining the approval of all members of ESCWA that are parties to the convention. The secretariat of the ESCWA Committee on Transport shall circulate for approval requests for accession submitted by States non-members of ESCWA to the members of ESCWA that are parties to the convention. Accession requests shall be approved once notifications of approval have been received from all members of ESCWA that are parties to the convention.

ARTICLE 49

ENTRY INTO FORCE

1. This convention shall enter into force ninety (90) days after the date on which three (3) members of ESCWA have appended a final signature thereto or deposited the instrument of ratification, acceptance, approval or accession.
2. For each member of ESCWA which appends a final signature to the convention or deposits the instrument of ratification, acceptance, approval or accession after three (3) members of ESCWA have appended a final signature to the convention or deposited the instrument of ratification, acceptance, approval or accession, the convention shall come into force ninety (90) days after the date of the last final signature or deposit of the instrument of ratification, acceptance, approval or accession. For each State non-member of ESCWA which has deposited the instrument of accession, the convention shall enter into force ninety (90) days from the date of the deposit of that instrument.

ARTICLE 50

AMENDMENTS

1. After the convention has entered into force and in case that the number of parties is not less than five, any party to it may propose amendments thereto.
2. The proposed amendments to the convention shall be submitted to ESCWA Committee on Transport.

3. The amendments shall be adopted if approved by two-thirds of the parties to the convention in attendance at the meeting convened for that purpose.

4. The amendments adopted pursuant to paragraph 3 of this article shall be communicated to the depositary by ESCWA Committee on Transport within a period of no more than forty-five (45) days.

5. The adopted amendments shall be communicated by the depositary to all parties to the convention and shall enter into force for all parties three (3) months after such communication, unless the depositary receives objections from more than two-thirds of the parties to the convention within three (3) months of that communication.

6. Should one of the parties denounce the convention, thereby reducing the number of parties to the convention to less than three (3) after passage of the time period mentioned in article 51 of the convention, no amendments may be made to the convention during that period.

ARTICLE 51

DENUNCIATION

Any party to the convention may denounce the convention by addressing a written notification to that effect to the depositary. Denunciation shall take effect twelve (12) months after that notification has been deposited, provided that party does not renounce the denunciation before that period has elapsed.

ARTICLE 52

TERMINATION

This convention shall cease to be in force if one of the following two events occurs:

1. If the number of parties thereto falls to fewer than three (3) in any period of twelve (12) successive months.

2. Upon the entry into force of the convention on the carriage of goods [wholly or partly] [by sea] under negotiation within the United Nations Commission on International Trade Law (UNCITRAL), provided that a transitional period is granted to the parties to the convention on international multimodal transport of goods in the Arab Mashreq to adjust to the requirements of accession to the convention on the carriage of goods [wholly or partly] [by sea].

ARTICLE 53

LIMITATION OF APPLICATION OF THE CONVENTION

No provision contained in this convention shall prevent any party from taking any measure it considers necessary for its internal or external security or for the protection of its national interests, provided that such measure does not contravene the provisions of the Charter of the United Nations.

ARTICLE 54

DEPOSITARY

The Secretary-General of the United Nations shall be the depositary of the convention.

In witness thereof, the undersigned, being duly authorized, have affixed their signatures hereunder.

DONE at Sana'a on the 28 day of May 2008 in the Arabic, English and French languages, which are equally authentic.

