

International CMR Colloquium 2026
Celebrating 70 Years of CMR: Challenges and Innovations

The NCD Convention and the CMR

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Overview

- NCD Convention
 - Background
 - Scope of Application
 - Key Legal Features
- NCD Convention ./ . CMR
- Conclusion

NCD Convention

- **Background**
 - Existing international conventions in force
 - no convention on multimodal transport
 - conventions on land and air transport only deal with consignment notes
 - ⇒ no internationally regulated document that
 - can be transferred or pledged
 - provides the holder with the right to claim possession of the cargo
 - can be used for the settlement and financing of letter of credit

NCD Convention

- Background
 - Existing international conventions in force
 - FIATA bill of lading
 - legal uncertainty as to whether such b/l is internationally recognized (*numerus clausus* of negotiable documents)

NCD Convention

- Background
 - UNCITRAL 2019: Proposal of the Chinese delegation
 - Studies of UNCITRAL Secretariat
 - December 2022: UNCITRAL WGVI
 - July 2025: UNCITRAL finalized its work
 - December 19, 2025: Adoption by the UN General Assembly

NCD Convention

- Aim: Filling the existing gap
 - International uniform regulation of negotiable transport documents for all modes of transport including multimodal transport
 - Restriction of substantive scope on issuance, transfer and legal effects of NCD (art. 1 (1))
 - no provisions on liability of the parties to the transport contract

NCD Convention

- **Aim: Filling the existing gap**
 - **Avoidance of conflicts with existing conventions**
 - Priority of conventions or national law relating to the regulation and control of transport operations (art. 1 (2))
 - conventions on carriage of goods shall remain unaffected, *except as otherwise provided in the NCD Convention* (art. 1 (3))

NCD Convention

- **Scope of application**
 - Issuance, transfer and legal effects of a negotiable cargo document (NCD) only (art. 1 (1))
 - not: consignment note or other transport document
 - not: contract for the carriage of goods
 - not: rights, obligations and liabilities under a contract of carriage
 - **connection with international transport of goods**
 - exception: reservation for NCD evidencing a contract for the carriage of goods purely by sea (art. 24)

NCD Convention

- **Scope of application**
 - one of the following places indicated in the NCD must be in a State Party:
 - place of taking in charge
 - place of delivery
 - place of issuance
 - **Opt-in Convention:**
 - previous agreement by parties to the transport contract
 - “conspicuous” reference to the convention in the NCD

NCD Convention

- **Key legal features**
 - **Negotiable cargo document**
 - order document (art. 2 (5), art. 3 (6))
 - document signed and issued by the transport operator (art. 2 (5))
 - paper document or electronic record (art. 2 (5), chapter IV)

NCD Convention

- Key legal features

- Issuance (art. 3)

- agreement between transport operator and consignor on the following
 - issuance of a NCD
 - application of the convention (opt-in)
 - form: paper document or electronic record
 - method (dual track approach)
 - *entering an **annotation** on existing transport document stating that such document shall serve as NCD*
 - **standalone NCD**
 - no other transport document has been issued yet
 - another transport document has been issued, but “cancelled”

NCD Convention

- Key legal features
 - Issuance (art. 3)
 - content (art. 4)
 - Mandatory information
 - Optional information

NCD Convention

- Key legal features

- Issuance (art. 3)

- time

- when the goods are **taken in charge** by the transport operator
 - at a **later** time, if

- *an existing transport document is annotated*
 - *an existing transport document exists already, but a standalone NCD is issued after “cancelling” the existing transport document*

NCD Convention

- Key legal features
 - Transfer (art. 11)
 - the rights provided for in the NCD can be transferred by *endorsement and transfer of possession* of NCD or, if the last endorsement is in blank, by mere transfer of possession

NCD Convention

- Key legal features
 - Effects
 - Evidentiary effect
 - Prima facie evidence (art. 6 (2))
 - taking in charge of the goods by the transport operator
 - description in the NCD
 - **no proof to the contrary** against a third party in good faith (art. 6 (3))

NCD Convention

- Key legal features
 - Effects
 - Legitimation of holder
 - Holder
 - *person in possession of NCD and identified in it as the consignor, as the person to whose order it is issued or as the person to which the document is duly endorsed; or if the document is an order document endorsed in blank, is the bearer thereof (art. 2 (4))*

NCD Convention

- Key legal features
 - Effects
 - **Channelling certain rights on the holder** (art. 7)
 - rights provided for in the NCD (art. 7 (1))
 - right to demand delivery (art. 7 (1))
 - right provided for in the law applicable to the transport contract, “as if it were a party to the transport contract” (art. 7 (2))
 - right of disposal, “where applicable” (art. 7 (2))
 - right to bring a claim (art. 7 (2))

NCD Convention

- Key legal features
 - Effects
 - Need for presentation of the NCD (**blocking function**)
 - holder has to produce the NCD in order to exercise its rights (art. 7 (5))
 - Production of all/specific originals
 - *one original suffices (art. 7 (5) 1, art. 10 (2))*
 - *Exception: when right of disposal is exercised (art. 7 (5) 2)*

NCD Convention

- **Key legal features**
 - **Effects**
 - **Document of title**
 - transfer of possession of the NCD has the same effect, for the purpose of acquisition of rights to the goods, as a physical handing over of the goods (art. 7 (4))

NCD Convention ./ CMR

- **Overlapping areas**
 - **obligation to issue and sign a document**
 - CMR: general obligation to issue a consignment note; obligation of the sender and the carrier to sign (art. 5 (1) CMR)
 - NCDC: obligation of the transport operator to issue and sign the NCD, if so agreed between him and the consignor (art. 3 (1))
 - **No conflict:** The absence ... or loss of the consignment note shall not affect the existence or the validity of the contract of carriage (art. 4 CMR)

NCD Convention ./ CMR

- **Overlapping areas**
 - **Content of the document**
 - Different requirements, such as
 - terms of contract required under NCD-Convention if standalone NCD (art. (1) g)
 - law applicable to the contract required under NCD-Convention (art. 5 (2))
 - time of delivery – under NCD-Convention only, if expressly agreed (art. 4 (2) a)
 - **No conflict:** The ... irregularity ... of the consignment note shall not affect the existence or the validity of the contract of carriage (art. 4 CMR). (see also art. 5 (1) NCD-Convention)

NCD Convention ./ CMR

- **Overlapping areas**
 - **Evidentiary effect**
 - CMR: evidentiary effect only if signed by carrier and sender
 - CMR does not contain a rule protecting a third party in good faith
 - **Conflict, if both documents exist in parallel, but:** NCD-Convention provides for specific methods of issuance, that avoid conflict, i.e. annotation of the existing document or stand-alone NCD (art. 3)

NCD Convention ./ CMR

- **Overlapping areas**
 - Channelling certain rights on the holder
 - right to **dispose of the goods** is conferred upon the sender (art. 12 (5) a CMR)
 - **no conflict**:
 - NCD-Convention does not regulate whether there exists a right to dispose of the goods
 - art. 12 (5) CMR is flexible; no reason to deny the person entitled to dispose of the goods to assign its right to a third party, i.e. the holder

NCD Convention ./ CMR

- **Overlapping areas**
 - Channelling certain rights on the holder
 - right to **demand delivery** is conferred upon the consignee (art. 13 (1) CMR)
 - **no conflict**:
 - “consignee” within the meaning of the CMR is the holder

NCD Convention ./ CMR

- **Overlapping areas**
 - **Need for the presentation of the document**
 - Right of disposal can be exercised if the first copy of the consignment note has been produced (art 12 (5) CMR)
 - **no conflict:** right of disposal is obtained under the NCD-Convention; the presentation of all originals of the NCD improves the protection of the carrier

NCD Convention ./ CMR

- **Overlapping areas**
 - Constitutive effect of the document on rights and obligations
 - **Liability** of the sender **for the inaccuracy or inadequacy** of specific particulars entered into the consignment note (art. 7 CMR)
 - **no conflict:** The question whether the sender is obliged to provide specific information and is liable for the inaccuracy or inadequacy of particulars furnished by him is not regulated in the NCD-Convention; art. 4 (1) c NCD-Convention only refers to information furnished by the consignor

NCD Convention ./ CMR

- **Overlapping areas**
 - Constitutive effect of the document on rights and obligations
 - Obligation of the **sender to pay the charges** shown on the consignment note (art. 13 (2) CMR)
 - **no conflict:** NCD-Convention does not regulate the issue

NCD Convention ./ CMR

- **Overlapping areas**
 - Constitutive effect of the document on rights and obligations
 - **Increasing the limit of liability** up the amount of the value of the goods or of a special interest in delivery if entered in the consignment note (art. 23, 26 (1) CMR)
 - **no conflict:** NCD-Convention allows such an entry into the document; this should suffice for the application of art. 23 or 26 CMR

Conclusion

- NCD-Convention constitutes a significant supplement to the existing transport law
- Dual track approach ensures that CMR remains applicable
- Opt-in approach offers sufficient freedom of contract
- Broad application if the Convention would help practice

Thank you for your
attention!