



The European Union's Tacis TRACECA programme
for Armenia, Azerbaijan, Bulgaria, Georgia, Kazakhstan, Kyrgyzstan, Moldova,
Romania, Tajikistan, Turkey, Turkmenistan, Ukraine, Uzbekistan

EUROPEAID/120540/C/SV/MULTI

Freight Forwarders Training Courses

for Armenia, Azerbaijan, Georgia, Kazakhstan,
Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan,
Ukraine, Uzbekistan

Inception Report 1

September 2005 – November 2005



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A project implemented by
NEA and its partners STC,
TRADEMCO and Wagener &
Herbst Management
Consultants



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Report cover page



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Project Title:	Freight Forwarders Training Courses (TRACECA)	
Project Number:	EUROPEAID/120540/C/SV/MULTI	
Country:	Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	
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Date of report: November 2005
Reporting period: September 2005 – November 2005
Author of report: René Meeuws, Team Leader



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1 Project synopsis

Project Title:	Freight Forwarders Training Courses (TRACECA)
Project Number:	EUROPEAID/120540/C/SV/MULTI
Country:	Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan

Overall project objectives: To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors.

Specific project objectives: The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of the freight forwarding and develop improvement measures for the regulatory set-up.

Planned outputs: 10 country reports containing a comprehensive analysis of the existing situation with regard to the regulatory framework and the actual situation of the freight forwarding and transport industry in each of the TRACECA countries.

Report containing recommendations concerning the documents that are currently used in freight forwarding activities, improvement of restrictive practices, the creation of a level playing field and the improvement of the regulatory framework in each of the TRACECA countries.

Workshops for key stakeholders concerning abovementioned analysis and recommendations in each of the TRACECA countries.

Study tour for decision makers to disseminate project findings.

A sound basis for the foundation of 3 freight forwarders Associations in respectively Kyrgyz Republic, Turkmenistan and Tajikistan

Report containing an analysis of the current position of freight forwarder associations and a strategy for strengthening this position.

Study tour aimed at familiarizing the freight forwarders associations with best practices in Europe.

Comprehensive training materials according to FIATA minimum standard in English and Russian.

6 regional training measures, each minimum one week.





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Project activities:

Phase 1: Promotion of necessary changes in the regulation

- Task 1A: Analysis of the existing situation.
- Task 1B: Benchmark with European countries and recommendations for changes in the regulatory framework.
- Task 1C: Promotion of changes in regulatory framework.
- Task 1D: Study tour aiming at dissemination of project findings among major decision-makers of regulatory bodies.

Phase 2: Strengthening of national freight forwarders associations

- Task 2A: Setting up freight forwarders association in Kyrgyz Republic, Turkmenistan and Tajikistan; re-establish freight forwarders association in Azerbaijan.
- Task 2B: Inventory of difficulties encountered and an a outline of a strategy for strengthening association.
- Task 2C: Advising existing freight forwarders associations.
- Task 2D: Encouragement of and assistance to the foundation of training centres.
- Task 2E: Dissemination of information for freight forwarders.
- Task 2F: Study tour for freight forwarding associations.

Phase 3: Specialist Training for freight forwarders

- Task 3A: Training needs assessment.
- Task 3B: Selection of trainees.
- Task 3C: Selection and development of training materials.
- Task 3D: Execution of training measures.
- Task 3E: Training Impact Assessment.

Project starting date: 28 September 2005

Start date of activities: 28 September 2005

Project duration: 24 months

Inputs:
 International expertise:
 295 man-days Team Leader
 200 man-days Trade and Transport Expert
 165 man-days Academic Director
 420 man-days Training and Project Coordinator
 Local expertise:
 290 man-days Short-term international senior experts
 240 man-days Short-term local senior experts
 Organisation of local support point in the beneficiary countries

Project implemented by: NEA Transport Research and Training (The Netherlands) and its partners in the consortium:
 Wagener & Herbst Management Consultants (Germany)
 TRADEMCO (Greece)
 Shipping and Transport College Rotterdam (The Netherlands)





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2 Analysis of project/ Start situation

2.1 Relevant project context

2.1.1 Political background

In May 1993 the European Commission organised a conference in Brussels with the newly independent states of Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Tajikistan, Turkmenistan and Uzbekistan. From this conference the TRACECA (Transport Corridor Europe Caucasus Central Asia) programme was created as a component of the Tacis Interstate Programme of the EU. The main objectives were:

- To stimulate co-operation among the participating states in all matters pertaining to the development and improvement of trade and transport within the region
- To promote the Central Asian - Trans-Caucasian - Europe transport corridor
- To identify problems and deficiencies in the regional trade and transport systems and promote solutions
- To launch a Technical Assistance Programme to be financed by the EU

On 7-8 September 1998, delegations of 32 countries and 13 international organisations gathered in Baku (Azerbaijan) for the International TRACECA Conference. During this conference the 12 countries:

Republic of Armenia	Republic of Kazakhstan	Republic of Tajikistan
Azerbaijan Republic	Kyrgyz Republic	Turkish Republic
Republic of Bulgaria	Republic of Moldova	Republic of Uzbekistan
Georgia	Romania	Ukraine

signed a Multi-Lateral Agreement on International Transport in the transport corridor Europe-Caucasus-Central Asia (further named as 'the MLA') and four supplementary technical documents on customs, road, maritime and rail transport.

The objectives of the MLA and its Technical Annexes are as follows:

- Assisting in the development of economic relations, trade and transport communications in Europe, black Sea region and Asia
- Ensuring access to the world market of road, rail transport and commercial navigation
- Ensuring traffic security, cargo safety and environmental protection
- Harmonisation of transport policy and legal structure in the field of transport
- Creation of equal conditions of competition for transport operations

In accordance with the MLA an Intergovernmental Commission (IGC TRACECA) was founded and its Permanent Secretariat set up in Baku. During the First Conference of the IGC TRACECA in Tbilisi in March 2000 the IGC rules and procedures as well as the statutes of the Permanent Secretariat were adopted.

Also the number of countries expressing strong interest in TRACECA is increasing. Iran, Afghanistan and Pakistan have applied to become TRACECA members and may sign the MLA and its technical annexes as well.





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Relevant for the project is the fact that draft Technical Annexes on the Basic Multilateral Agreement on Freight Forwarding Operations and on Multimodal Transport are not adopted yet as some countries do not seem to be willing to change the Basic Multi-Lateral Agreement or add new Technical Annexes to the MLA.

2.1.2 Main problems and deficiencies identified

There are no obvious problems and deficiencies directly related to the objectives and approach of the present Project. The only problem could be that the level of interest in the project varies between one country and another. One issue deserves certain attention: Bulgaria, Romania and Turkey are not included in the project as the Terms of Reference were drafted before their admission to TRACECA. However, the countries have shown strong interest in participating in the project. Therefore, the freight forwarders associations in Bulgaria, Romania and Turkey as well as the relevant government authorities will be integrated in the information network of the project and will be included in the project activities wherever possible.

2.1.3 Target groups of the present Project

The target groups can not always be precisely defined. The main target groups are generally the national freight forwarding associations. In some countries these associations, however, do not exist yet, as is the case in the Kyrgyz Republic, Tajikistan and Turkmenistan. In Azerbaijan the freight forwarding association in fact ceased to exist in 2004. In these countries the target group spreads out over ministries of Transport, Cabinet of Ministers and representatives of the freight forwarding companies. In the countries where a freight forwarding association exists, also the Ministries of Transport and/or other government authorities can be considered as part of the target group all the more when they are directly responsible for the legal and regulatory framework of the freight forwarding industry. Also the freight forwarding industry at large can be considered as target group of the present project.

2.1.4 Status of the MLA and its Technical Annexes

The draft Technical Annexes on the Basic Multilateral Agreement on Freight Forwarding operations and on Multimodal Transport are not adopted yet. This will give the project the opportunity to assess its contents in more detail.

The activities of forwarders can be identified as including:

- Acting as a pure agent securing contracts in which the customer is named as a party by the carrier or other service provider
- Acting as Principal by undertaking in its own name to secure the movement of goods from A to B for a customer but then entering into a series of contracts with performing carriers to fulfil the head contract (NVOCC)
- Acting as a multimodal transport operator with its own transport and bought in transport

There is a good argument for making no distinction between the two latter roles as the key distinction is whether or not the forwarder accepts legal liability for matters outside its direct physical control or not.

A logical hierarchy of provisions regarding the development of a legal and regulatory framework for the freight forwarding industry would be:

- 1) MLA and technical annexes on forwarding and multimodal transport
- 2) National Codes
- 3) Implementing regulations and orders
- 4) Contract terms for forwarders and multimodal operators





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The project can and will assess the present drafts on freight forwarding operations and multimodal transport and may also contribute to the development of a model for national forwarding codes to be elaborated by each country. However, the drafting of implementing regulations at national level would go beyond the scope of the project. Regarding contract terms for forwarders and multimodal operators best practices from European countries will be introduced and disseminated in seminars, workshops and training programmes.

The project will pay much attention to the issue whether it is realistic to introduce licensing of forwarders based on similar criteria to those for road hauliers in the EU and what other supervisory powers would be appropriate and realistic taking into account that there should in any event be freedom to enter the market provided qualitative rather than quantitative criteria are met.

The success of forwarders in the region in attracting a clientele outside the region will depend partly on the perceived fairness of the liability regime but much more on the effectiveness of insurance in making real recoveries possible in the case of loss and damage. Part of the project activity will be to strengthen the insurance market for freight forwarders. Any provisions on liability should therefore be matched by recommendations concerning insurance cover.

Another important issue to elaborate upon is whether compulsory liability insurance should be imposed on freight forwarders in the region and whether a TRACECA mutual insurance scheme for forwarders in the region would be feasible. This could be of long term benefit especially if reinsurance could be arranged through a selection of reputable insurers. It would be particularly useful for trade if improved liability provisions and liability cover would persuade cargo insurers to begin offering cover on export and import goods within Europe to include the transit within the former Soviet Union.

The current discussion on adoption and ratification of the amendments to the MLA and its new Technical Annexes also provides a new opportunity: one consolidated package of the MLA could be prepared for 2008, ten years after the adoption of the first MLA, and uniform ratification, maybe even at presidential level, could take place. In fact, this would be a concrete objective to strive for in the next three years.

2.2 Project implementation

2.2.1 Activities undertaken during Inception Phase

Some activities of the project preparation have already started after the notification of the contract award. As both the FIATA World Congress in Moscow, Russia and the IRU 3rd Euro Asian Road Transport Conference Beijing, PR of China took place in September 2005 and were considered to be important by the Contractor, these conferences were visited in order to collect relevant information for the project and establish a first network of business contacts.

FIATA World Congress in Moscow, Russia, September 11-16, 2005

The Training and Project Coordinator, Mr. Mikhail Prokofiev participated in the world Congress in Moscow between September 11-16, 2005 under the private invitation of Mr. V. Zhinkin, the Vice-President of the Freight Forwarders Association of the RF and the Honorary Member of FIATA.

During work of the congress he became acquainted with representatives of Forwarding Associations participating in the congress from Georgia, Armenia, Ukraine, Moldova, Uzbekistan, and had a meeting with Mr. I. Baluch (The President of FIATA) and some other representatives of transport and forwarding business. All interlocutors have shown great interest in the project planned in the TRACECA member countries and consider that the project can provide substantial assistance to the development of the international transport performances on the TRACECA





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corridors and their infrastructures and carry out vocational training for freight forwarders under standards accepted in EU.

There were encouraging signals regarding the further development of a National Freight Forwarders Association in the Kyrgyz Republic.

IRU 3rd Euro Asian Road Transport Conference Beijing, PR of China, September 26-27, 2005

Mr. René Meeuws, the Team Leader, and Mr Harrie de Leijer, the Trade and Transport Expert, participated in the IRU 3rd Euro Asian Road Transport Conference in Beijing held on September 26-27, 2005. The IRU was informed about the project and provided its co-operation for the successful implementation of the project. Information was collected on the documents used in international freight forwarding and transport industry in the TRACECA countries.

IRU Academy Conference in Istanbul, Turkey, September 29-30, 2005

Mr. René Meeuws participated in the conference organized by the IRU Academy in Istanbul on September 29-30, 2005. For the project it is important to learn from the experiences of the IRU Academy in setting training standards for road transport operators and professional drivers to enhance the quality of the performance of the international and national road transport industry. Also the experience of the IRU Academy in the establishment of distance learning for road transport operators will be used for a successful implementation of distance learning for freight forwarders in the TRACECA region. The Conference was useful in learning about the development of training materials according to the latest educational methods.

German Transport Forum in Berlin, Steering Committee for Cargo Transportation, October 27, 2005-11-21

Mr. Norbert Wagener took part in the steering committee meeting and introduced the project to the managing director of the German Association for Forwarding and Logistics, Mr. Heiner Rogge. Mr. Rogge expressed interest and offered support to the project. The German association is ready to receive representatives from the forwarding industry and from regulatory bodies from the Traceca countries to exchange experiences, e.g. during the study tours within the project.

Visit TRACECA Permanent Secretariat in Baku, Azerbaijan, November 1-4, 2005

A visit took place to Baku, Azerbaijan between November 1-4, 2005 by the Team Leader of the Project. Discussions were held with the Secretary-General of the TRACECA Intergovernmental Commission, Mrs Lyudmilla Trenkova; representatives of the TRACECA Trade Facilitation and Institutional Support Project; the TRACECA National Secretary of Azerbaijan, Mr Akif Mustafayev; the Head of TRACECA & International Projects Unit of the Ministry of Transport of Azerbaijan Republic, Mr Elmar Farajov; and the monitor of the TACIS and the Balkans/Cards Monitoring Programme in Baku, Mr Fuad Bagirov. The project will be located in the facilities of the TRACECA Permanent Secretariat. All showed interest in the project and committed themselves for full co-operation.

Information was collected about the legal and regulatory framework of the freight forwarding industry in Azerbaijan.

Visit EuropeAid Co-operation Office in Brussels, Belgium, November 9, 2005

On November 9, 2005 a visit was paid by Mr René Meeuws to the EuropeAid Co-operation Office of the European Commission in Brussels, Belgium. The parameters of the project were discussed with Mr Athanasios Boitsios. It was requested to submit the first draft of the Inception Report on November 28 by electronic mail because of a delay in the obtaining of visa of Dutch experts for





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Uzbekistan. This request was granted. It was further agreed that co-operation would be sought with the IRU and its training centres in the TRACECA region.

Visit FIATA in Zürich, Switzerland, November 11, 2005

On November 11, 2005 a visit was paid to the headquarters of FIATA in Zürich, Switzerland. Meetings were held with Mr Markus Schoeni, Manager and Mr Marco Sangaletti, Director General of FIATA.

FIATA training standards

If there is a national association in a certain country this association (and only the association) can apply for validation a course according to FIATA Training Standards. The FIATA committee validates the course material and if it is accepted it issues a certificate. FIATA then also issues after successful examination FIATA DIPLOMA IN FREIGHT FORWARDING to the successful person.

About 400 diplomas are awarded per year. The main country is France where the FMST / Diploma is compulsory in the professional education system. Training material from the following TRACECA countries has been validated already: Georgia, Kazakhstan, Moldova (web-based material), Ukraine and Uzbekistan. The quality of the training material is quite different. Mr.Schoeni stressed the very good quality in the Ukraine, where the company Plaske (director Ivan Liptuva, owner Oleg Platanov, www.plaske.ua) is responsible on behalf of the association Ukrsovnizhtrans.

Mr Schoeni explained that it is very important to develop a didactical material. That means it should comprise questions, solutions, examples etc. The question how to ensure practice was discussed. Eventually a 2-3 year period of working in a relevant company or function could be a precondition in order to obtain FIATA diploma. Mr. Schoeni explained the dual education system and a special form in Switzerland where a regional freight forwarder association employs apprentices and sends them to different companies within a 3 year period (6 months per company) in order to be trained on the job in different areas, the so called "Ausbildungsverbund" (education cooperation).

FIATA documents

We received a brochure with specimen of the FIATA documents. Mr. Sangaletti explained that today about 2 Mio FIATA B/L are issued worldwide. In order to prevent fraud (fake documents) the FIATA will establish an international IT-databank in which all the FIATA B/L have to registered. The banks could then prove the documents.

Licensing of Freight Forwarders

In most of the countries no licensing of freight forwarders is required. This is due to the very wide and different scope of forwarding and the difficulty to define it but also to the high level of self-regulation of the industry (e.g. by FIATA standard documents, FIATA Model Rules for Freight Forwarders, etc.). It was not recommended by Mr Schoeni to develop a complicated licensing scheme in the TRACECA countries.

Information on the TRACECA Freight Forwarders Training Courses project

The project was explained and the Terms of Reference and the Technical Proposal of the Contractor were handed-out. It was agreed to keep communication open and to work together very closely in the implementation of the project.





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Conclusions

- FIATA expressed its full support to the project. Mr.Schoeni is ready to participate in key meetings if necessary.
- The consortium will develop a reference course material (about 600 pages) which will be approved by FIATA and which could then used by national associations as public domain material.
- A next meeting with FIATA should take place when necessary, with the Training &Project Coordinator and the Legal Expert of the project.

Visit Ukraine and project presentation for the TRACECA Permanent Secretariat and Legal Working Group Meeting on November 15-16, 2005 in Kiev

A visit was paid to Ukraine by Mr René Meeuws (November 14-18, 2005) and Mr Wagener (November 15-17, 2005) to set the first steps for a comprehensive investigation and analysis of the existing situation with regard to the regulatory framework and the actual situation of the freight forwarding and transport industry in Ukraine. Ukraine offers some interesting cases in this respect where jurisdictions in Ukrainian law practice show that application of international trade usages and good business practices as is the case with the use of FIATA documentation has a legal binding status and even if it is not incorporated into Ukrainian written legislation. In Annex 9 two articles are attached which are showing this in more detail and which could be used as best practices for other TRACECA countries as well.

Meetings have been set-up with AIFFU, the Association of International Freight Forwarders of Ukraine; AIRCU, the Association of International Road Carriers of Ukraine; Ministry of Transport and Communications; and various training centres.

On November 16, 2005 a presentation of the project was given for the meeting of the TRACECA Permanent Secretariat and Legal Working Group Meeting in Kiev, where all TRACECA National Secretaries except from Uzbekistan and Turkmenistan were present.

Visit Uzbekistan

Mr Harrie de Leijer and Mr Mikhail Prokovied visited Tashkent from 24-26 November and have held meetings with all stakeholders in the project. The NCU has arranged meetings with amongst others the Uzbek International Forwarding Association, the Road Hauliers Association, the Association for Transport and Transport Communications and the Agency for Automobile and River Transport. A visit was paid to the Europa House so as to discuss possible project support and communications concerning the project.

Uzbekistan does not have a Ministry of Transport according to the European concept, though partially functions of the ministry are assigned to the Uzbek Agency for Automobile and River Transport. Many tasks that are ministerial in Europe are carried out by the associations, as mentioned before. Tasks and responsibilities in this field are unclear and so are the relations with the government bodies.

The Uzbek International Forwarding Association in Uzbekistan is in existence for nearly ten years and the major forwarding companies are among its members. As Fiata member, the association carries out training programmes. The association hopes that the project will support the plan to establish a freight forwarding training centre in the very near future. At present other training facilities for the transport sector are in existence, mainly focusing at a specific mode of transport, e.g. the IRU training centre for road haulage.

There is no license requirement for freight forwarding, this was abolished a number of years ago. In the new law on freight forwarding, which has been prepared in draft, this will not be reintroduced. An increase in professionalism in the sector is seen as a necessity and the Uzbek International





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Forwarding Association hopes that the project will raise the general level of freight forwarding operations in Uzbekistan through professional training.

Tashkent is a good location for carrying out part of the programmes due to the strong support of the Uzbek International Forwarding Association and the facilities available. However, in the field of logistics it may create some problems. This especially has to do with the very lengthy and complicated visa procedures, not only for experts and trainers, but also for participants from some neighbouring countries.

Visit Kazakhstan

Mr. Harrie de Leijer visited Almaty from 22-24 November and arranged meetings with the relevant parties in Kazakhstan, e.g. the National Secretary, the Forwarding Association and the EC Delegation. From all sides there is great support for the project and parties are very eager to participate. Training centres and facilities in the field of transport, logistics and forwarding have been established in previous years and are ready to contribute to the project. Freight forwarding is now included in some articles in different laws, but it may very well be possible that a separate law on freight forwarding is issued in the very near future, after the implementation of the Transport Code. This will closely be followed. Preliminary arrangements have been made with NII TK, the transport research institute, to establish a project support unit on their premises.

Taking into account the expected logistic difficulties of running training programmes in Uzbekistan, the project team considers it advisable to create a second support point in Central Asia in Almaty. Previous experiences of the consultant in training projects show that a smooth running of training programmes in Almaty is possible without logistics difficulties such as travel and visa procedures.

MAJOR CONCLUSIONS FROM THE VISITS AND MEETINGS:

1. The support programme for the freight forwarders industry in the TRACECA region is highly welcomed. Particular interest was shown in the capacity development components of the project.
2. The issues to be addressed as indicated in the Terms of Reference were found relevant and important for the agencies involved. A questionnaire was designed to assess the situation of the freight forwarding industry in the TRACECA region (Annex 8). Also a training needs assessment will be carried out which shall bring to light the detailed needs and shall address the real demand of the beneficiaries (Annex 10).
3. The met authorities will support the project performance and nominate responsible contact persons for keeping direct contact with the Project Team or with the National Secretaries and/ or National Project Co-ordinators.
4. Despite the fact that already for years training and technical assistance were dedicated to questions of freight forwarding, the situation is assessed as still extremely unsatisfactory and hampering business and trade performance by all interviewed stakeholders.

One highlight of the Inception Phase was the participation in the TRACECA Permanent Secretariat and Legal Working Group Meeting of National Secretaries in Kiev on November 15-16, 2005. During this Working Group Meeting a presentation of the project was made to all participating National Secretaries. After the presentation direct meetings and discussions were held with several National Secretaries and staff of the Permanent Secretariat. The discussions proved high interest in the project and necessity of planned training programmes.





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2.2.2 Project Organisation

Project management structure

The project will be executed by a team of Key Experts:

- Team Leader: René Meeuws
- Trade and Transport Expert: Harrie de Leijer
- Academic Director: Norbert Wagener
- Training and Project Coordinator: Mikhail Prokofiev

Furthermore, a pool of experts will be involved.

Local and regional support points

Local and regional support points have been established in Baku, Azerbaijan and in Kiev, Ukraine. For Central Asia it is the intention to establish project support units in both Tashkent, Uzbekistan and Almaty, Kazakhstan, in order to guarantee a smooth running of the project. The experience in the inception phase shows that establishing one regional support point for the whole of Central Asia in Tashkent could pose problems in the logistic field when organising the regional training programmes.

The key experts will visit this local support points continuously in order to ensure continuity and best coverage of the whole region.

The project support point in Baku is located in the building of the TRACECA Permanent Secretariat, which facilitates co-ordination between the project and other TRACECA projects and activities through the Permanent Secretariat.

In every country a country representative will be appointed. These representatives will be responsible for all local assistance needed by the expert team.





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3 Project Planning

3.1 Objectives of the project

Overall project objectives: To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors.

Specific project objectives: The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of the freight forwarding and develop improvement measures for the regulatory set-up.

3.2 Relationship with other projects

During the first visit to Baku, Azerbaijan between November 1-4, 2005 a good relationship has been established between the TRACECA "Freight Forwarder Training Courses Project" and the TRACECA "Trade Facilitation and Institutional Support Project", implemented by Dornier Consulting/KLC. This relationship was strengthened during the TRACECA Permanent Secretariat and Legal Working Group Meeting on November 15-16, 2005 in Kiev, Ukraine.

Co-operation will be established as well with the other new TRACECA "Maritime Training Project".

3.3 Project approach and planned outputs

Project approach

The project approach will be a flexible one as the scope of the project is rather wide including analysis and recommendations regarding the legal and regulatory framework of the freight forwarding industry; strengthening, and in some cases establishment of national freight forwarders associations; development of training materials for freight forwarders complying with FIATA training standards, training of trainers and institutional support to relevant training centres.

The core team of four persons will be travelling around the ten countries on a very regular basis and will guide the regional support points and the local co-ordinators to achieve the project objectives.

Good relations will be established with freight forwarding associations, freight forwarding companies, relevant government authorities, training centres and a network will be built-up of the relevant stakeholders in this project. This network will be provided with regular information about the progress of the project.





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Planned outputs:

10 country reports containing a comprehensive analysis of the existing situation with regard to the regulatory framework and the actual situation of the freight forwarding and transport industry in each of the TRACECA countries.

Report containing recommendations concerning the documents that are currently used in freight forwarding activities, improvement of restrictive practices, the creation of a level playing field and the improvement of the regulatory framework in each of the TRACECA countries.

Workshops for key stakeholders concerning abovementioned analysis and recommendations in each of the TRACECA countries.

Study tour for decision makers to disseminate project findings.

A sound basis for the foundation of 3 freight forwarders Associations in respectively Kyrgyz Republic, Turkmenistan and Tajikistan

Report containing an analysis of the current position of freight forwarder associations and a strategy for strengthening this position.

Study tour aimed at familiarizing the freight forwarders associations with best practices in Europe.

Comprehensive training materials according to FIATA minimum standard in English and Russian.

6 regional training measures, each minimum one week.

Project strategy and final results

The project is complex as it involves a wide array of stakeholders in the freight forwarding industry. Actually, all players in the international supply chain are to some extent related with freight forwarding activities. One of the principal objectives when establishing TRACECA was to facilitate international trade and transport along the TRACECA corridor. This corridor has gradually been transformed into a larger international regional network, where the challenges for international trade and transport facilitation and simplification and harmonization of international trade and transport procedures are even bigger. This project tackles exactly these issues as it involves one of the most important players in this respect: the freight forwarding industry. The challenge is that precisely this sector is hardly regulated as it is very diverse in its activities and size of the companies and entities involved. Most of liabilities are regulated by private law in the form of business contracts. However, these business contracts use more and more internationally standardized forms of contract, which do have an increasing legal authority as they adhere to internationally respected business practices. This trend is worth to discuss among all member states in the TRACECA region and to exchange experiences in this respect. However, it still useful to think about ways to transform and transpose these international trade and transport procedures and international business practices into national legislation to enhance its enforcing power. That is the challenge that lays ahead in this particular project.

The strengthening of the freight forwarding associations is important, because they form a potential medium for disseminating international experiences in improving efficiency and effectivity in international freight forwarding to its members providing them with the latest information in the field of international trade and transport rules and regulations. The associations also play an important role in the initial and periodic training of freight forwarders. For the initial training of freight





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forwarders, a standard curriculum will be developed in close co-operation with FIATA using distance learning techniques and trainers and managers of training centres will be trained to carry on training on a sustainable basis.

3.4 Constraints, risks and uncertainties

During the Inception Phase very few constraints, risks or uncertainties were identified. All countries have shown interest in the project, although it is not certain yet whether Turkmenistan also will support the project politically at governmental level.

It has to be mentioned that the Consultant will do his best together with the beneficiaries to minimise the level of uncertainties and risks and their influence on the project performance; the EU Project Manager will be kept informed about relevant problems met.

3.5 Project planning

3.5.1 Work plan

The updated work plan for the project containing:

- the Overall plan of operations
- the Overall output performance plan
- the Plan of operations for the next period (Work programme for the months December 2005 - May 2006)

is attached in the Tacis standard format as in Annex 1, Annex 2 and Annex 3 to the present Report.

3.5.2 Deployment of experts

The core team of international experts consisting of

1. Team Leader: René Meeuws
2. Trade and Transport Expert: Harrie de Leijer
3. Academic Director: Norbert Wagener
4. Training and Project Coordinator: Mikhail Prokofiev

commenced its work on the Project as planned, no changes or replacements had to be made or proposed.

An overall manning schedule is presented in Annex 5.

3.5.3 Reporting

In accordance with the Terms of Reference and Tacis 'Guidelines for Administrative Reporting' the Reports as described below have to be prepared besides the present Inception Report. The present reporting schedule corrects the schedule presented within the Technical Proposal in order to be in line with the schedule commonly used by Tacis Projects, i.e. that the count of the six-month intervals between Progress Reports start at the end of the inception phase.

Progress Report 1

This report has to be submitted six months after the start of the Project i.e. at the end of Month 6 of the project performance, which will be in March 2006.





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Progress Report 2

This report has to be submitted by the end of Month 12 of the project performance, which will be in September 2006.

Progress Report 3

This report has to be submitted by the end of Month 18 of the project performance, which will be in March 2007.

Draft Final Progress Report

The Draft Final Progress Report will be submitted by the end of Month 22 of the project performance, which will be in July 2007.

Contents:

- Development proposals (including recommendations for future programmes)
- Details of all the work undertaken in the project.

Final Progress Report

The Final Progress Report will be presented at the end of the project performance, i.e. August 2007. It will take into account the comments of the beneficiary organisations and the EU Project Manager on the Draft Final Progress Report

All reports will be produced simultaneously in English and Russian versions.



3.6 Logical Framework

	Intervention logic	Objectively Verifiable Indicators	Sources of Verification	Assumptions
Overall objectives	To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors.	<ul style="list-style-type: none"> Relative increase of transport in TRACECA region 	<ul style="list-style-type: none"> Transport and Trade statistics 	
Project purpose	The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of the freight forwarding and develop improvement measures for the regulatory set-up.	<ul style="list-style-type: none"> The number of active freight forwarders and size of companies as an indication for the development and maturing of the freight forwarding sector and level of intervention in the transport system 	<ul style="list-style-type: none"> Chambers of Commerce Annual reports 	<ul style="list-style-type: none"> Continued co-operation between TRACECA countries and international bodies, e.g. EU Continued expansion of international trade links Political stability in the TRACECA region and the region at large Continued efforts for co-operation within the TRACECA region, aimed towards promoting the increased competitiveness of the TRACECA corridors The ratification of the Basic Multi Lateral Agreement on international transport for the development of the Europe Caucasus Asia Corridor (MLA) and the endorsement of the project The TRACECA countries and the freight forwarding sector in these countries will give full technical and logistic support to the project and are strongly committed to project objectives.

	Intervention logic	Objectively Verifiable Indicators	Sources of Verification	Assumptions
Results	<p>1. <i>Promotion of necessary changes in regulation</i></p> <p>2. <i>Strengthened national freight forwarders associations, able to:</i></p> <ul style="list-style-type: none"> represent, promote and protect the interests of the freight forwarding industry improve the quality of services rendered by freight forwarders establish relationship between training centres and associations follow up on necessary changes in transport and customs legislation as well as playing an active role in the implementation of these changes act in co-ordination with FIATA association as well as with the associations in other countries of the TRACECA region <p>3. <i>Specialist training for freight forwarders, taking in consideration the importance of:</i></p> <ul style="list-style-type: none"> training trainers in order to transfer the knowledge and skills they require for training freight forwarders UN documents and best European practices and need to design towards the know-how needs of relevant state regulatory bodies, the associations itself and staff members of the freight forwarding industry 	<ul style="list-style-type: none"> Number of adjustments in broader issue of regulation (laws, rules, documentation) The adaptation of a common model regulatory framework per country Level of transport harmonisation, standardisation of paperwork and cargo safety <ul style="list-style-type: none"> Number of new freight forwarding associations set-up Increased membership of associations Level of interaction with training centres Level of involvement of associations in (assisting in) implementation of new legislation Level of interaction and co-ordination with FIATA and other foreign forwarders' associations <ul style="list-style-type: none"> Number of freight forwarders trained Number of train the trainers programmes run The quality and content of training materials Match of training materials with UN documents and EU best practices 	<ul style="list-style-type: none"> State Gazette or Official Journals Official publications National guidelines for and regulation on transport <ul style="list-style-type: none"> Registration at Chambers of Commerce Membership levels (annual reports) Official correspondence between associations and training centres Correspondence and meetings with FIATA <ul style="list-style-type: none"> Training evaluations, attendance sheets Progress reports Training materials and handbooks 	<ul style="list-style-type: none"> The simultaneous state by state upgrade of the regulatory framework and the multi country training will encourage a common model regulatory framework between all states. Proposed regulations are supported and adopted by national governments The changes in regulation have a direct positive impact on transport harmonisation The international regulation is stable <ul style="list-style-type: none"> Freight forwarding companies are convinced of the benefits of membership of an association The strengthening of the association leads to improved quality of the services rendered by the freight forwarding industry Regulatory bodies facilitate an active role in policy and law development for associations <ul style="list-style-type: none"> Availability of qualified trainers to participate in train the trainer programmes Sufficient and qualified trainees available The freight forwarder associations are willing and able to help in selecting candidates for the training
Activities	<p><i>Promotion of necessary changes in regulation</i></p> <ul style="list-style-type: none"> TASK 1A: Analysis of the existing situation TASK 1B: Benchmark with European countries and recommendations for changes in the regulatory framework TASK 1C: Promotion of changes in the regulatory framework TASK 1D: Study tour aiming at dissemination of project findings 	<p>Input and costs:</p> <p>Long-term international experts:</p> <ul style="list-style-type: none"> Team leader: 295 days Senior experts: 785 days <p>Short-term international experts:</p> <ul style="list-style-type: none"> Senior experts: 290 days <p>Short-term local experts:</p>	<ul style="list-style-type: none"> Proposal, contract and progress reports 	<ul style="list-style-type: none"> Associations and regulatory bodies are willing and able to provide input for country reports, are committed to improvement and are available for workshops

	Intervention logic	Objectively Verifiable Indicators	Sources of Verification	Assumptions
	<p>among major decision-makers of regulatory bodies</p> <p><i>Strengthened national freight forwarders associations</i></p> <ul style="list-style-type: none"> TASK 2A: Setting up a freight forwarder association in Kyrgyzstan, Turkmenistan and Tajikistan; re-establish freight forwarder association in Azerbaijan TASK 2B: Inventory of difficulties encountered and outline of strategy for strengthening associations TASK 2C: Advising existing freight forwarding associations TASK 2D: Encouragement of and assistance to the foundation of training centres TASK 2E: Dissemination TASK 2F: Study tour for forwarding associations <p><i>Specialist training for freight forwarders</i></p> <ul style="list-style-type: none"> TASK 3A: Training Needs Assessment TASK 3B: Selection of trainees TASK 3C: Selection and Development of training measures TASK 3D: Execution of Training Measures 	<ul style="list-style-type: none"> Senior experts: 240 days <p>Incidental expenditures on:</p> <ul style="list-style-type: none"> Travel costs and subsistence allowances for missions to be undertaken from the bases of operations in the beneficiary countries Financing of the operational costs of the regional office Subsistence allowances for expert missions in the region, including workshops and seminars Translation of training materials and other relevant documents 	<ul style="list-style-type: none"> Proposal, contract and progress reports Proposal, contract and progress reports 	<ul style="list-style-type: none"> Full support and commitment from national freight forwarders and regulatory bodies Association and freight forwarders provide qualified participants for training

**Annex 1
FORM 1.4:**

OVERALL PLAN OF OPERATIONS

Project title : Freight Forwarders Training Courses (TRACECA)				Project number : EUROPEAID/120540/C/SV/MULTI				Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan				Page : 1					
Planning period : 09/2005 - 11/2005				Prepared on : November 2005				Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam									
Project objectives : To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors. The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of the freight forwarding and develop improvement measures for the regulatory set-up.																	
No	MAIN ACTIVITIES	TIME FRAME												INPUTS		EQUIPMENT AND MATERIAL	OTHER
		2005				2006				2007				PERSONNEL (Man-Days)			
		1	2	3	4	1	2	3	4	1	2	3	4	International	Local		
01	Analysis existing situation regarding legal and regulatory framework for the freight forwarding industry				xxxx	Xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx		243	30		
02	Benchmark with European countries and recommendations for changes in the regulatory framework for the freight forwarding industry					Xxxx	xxxx							44	0		
03	Promotion of changes in the regulatory framework for the freight forwarding industry						xxxx	xxxx	xxxx		xxxx	xxxx		70	20		
04	Study tour aiming at dissemination of project findings among major decision-makers of regulatory bodies									xxxx				40	20		

Project title : Freight Forwarders Training Courses (TRACECA)				Project number : EUROPEAID/120540/C/SV/MULTI				Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan				Page : 2						
Planning period : 09/2005 - 11/2005				Prepared on : November 2005				Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam										
Project objectives : To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors. The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of freight forwarding and develop improvement measures for the regulatory set-up.																		
No	MAIN ACTIVITIES	TIME FRAME												INPUTS				
		2005				2006				2007				PERSONNEL (Man-Days)		EQUIPMENT AND MATERIAL	OTHER	
		1	2	3	4	1	2	3	4	1	2	3	4	International	Local			
05	Setting up freight forwarders associations in Kyrgyz Republic, Turkmenistan and Tajikistan				xxxx		xxxx		xxxx	xxxx	xxxx				113	20		
06	Inventory of difficulties encountered and an outline of a strategy for strengthening associations						xxxx								40	30		
07	Advising existing freight forwarders associations					Xxxx	xxxx		xxxx	xxxx	xxxx	xxxx			79	10		
08	Encouragement of and assistance to the foundation of training centres				xxxx	Xxxx	xxxx		xxxx	xxxx	xxxx	xxxx			80	10		
09	Dissemination of information for freight forwarders						xxxx	xxxx	xxxx	xxxx	xxxx	xxxx			61	10		
10	Study tour for freight forwarders associations to Europe							xxxx	xxxx						80	20		
11	Training needs assessment freight forwarders				xxxx	Xxxx									42	20		
12	Selection of trainees				xxxx	Xxxx									74	10		

Project title : Freight Forwarders Training Courses (TRACECA)				Project number : EUROPEAID/120540/C/SV/MULTI				Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan				Page : 3					
Planning period : 09/2005 - 11/2005				Prepared on : November 2005				Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam									
Project objectives : To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors. The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of freight forwarding and develop improvement measures for the regulatory set-up.																	
No	MAIN ACTIVITIES	TIME FRAME												INPUTS			
		2005				2006				2007				PERSONNEL (Man-Days)		EQUIPMENT AND MATERIAL	OTHER
		1	2	3	4	1	2	3	4	1	2	3	4	International	Local		
13	Selection and development training materials				xxxx	Xxxx	xxxx	xxxx	xxxx	xxxx				136	0		
14	Execution training measures						xxxx	xxxx	xxxx	xxxx				248	30		
15	Training impact assessment											xxxx		20	10		
	GRAND TOTAL													1370	240		

**Annex 2
FORM 1.5:**

OVERALL OUTPUT PERFORMANCE PLAN

Project title : Freight Forwarders Training Courses (TRACECA)	Project number : EUROPEAID/120540/C/SV/MULTI	Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	Page : 1
Planning period : 09/2005 - 11/2005	Prepared on : November 2005	Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam	
<i>Major Outputs (to be described and target dates indicated)</i>	<i>Agreed Objective Verifiable Indicators</i>	<i>Constraints and Assumptions</i> C/A	
10 country reports containing a comprehensive analysis of the existing situation with regard to the regulatory framework and the actual situation of the freight forwarding and transport industry in each of the TRACECA countries.	10 country reports available.	No major constraints or assumptions. Detail level of reports depends on willingness of all stakeholders to provide relevant information.	
Report containing recommendations concerning the documents that are currently used in freight forwarding activities, improvement of restrictive practices, the creation of a level playing field and the improvement of the regulatory framework in each of the TRACECA countries.	Report available.	No major constraints or assumptions. Detail level of reports depends on willingness of all stakeholders to provide relevant information.	
Workshops for key stakeholders concerning abovementioned analysis and recommendations in each of the TRACECA countries.	Workshop realized. Number of participants registered.	Stakeholders are willing to participate.	
Study tour for decision makers to disseminate project findings.	Study tour realized. Number of participants registered.	Decision makers are willing to participate.	
Readiness for the foundation of 3 freight forwarders associations in respectively Kyrgyz Republic, Turkmenistan and Tajikistan	Freight forwarders associations established or existence of letter of intent to establish such an association.	Freight forwarding companies in Kyrgyz Republic, Turkmenistan and Tajikistan are willing to establish an association.	
Report containing an analysis of the current position of freight forwarder associations and a strategy for strengthening this position.	Report available.	No major constraints or assumptions. Detail level of reports depends on willingness of all stakeholders to provide relevant information.	
Study tour aimed at familiarizing the freight forwarders associations with best practices in Europe.	Study tour realized. Number of participants registered.	Freight forwarders associations are willing to participate.	

Project title : Freight Forwarders Training Courses (TRACECA)	Project number : EUROPEAID/120540/C/SV/MULTI	Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	Page : 2
Planning period : 09/2005 - 11/2005	Prepared on : November 2005	Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam	
<i>Major Outputs (to be described and target dates indicated)</i>	<i>Agreed Objective Verifiable Indicators</i>	<i>Constraints and Assumptions</i> C/A	
Comprehensive training materials according to FIATA minimum standard in English and Russian.	Training materials available in hard copy and electronically on the websites.	Access to training materials submitted to FIATA for recognition granted.	
6 regional training measures, each minimum one week.	Training measures carried out. Participants registered.	Trainees are willing to participate.	

**Annex 3
FORM 1.6:**

PLAN OF OPERATIONS FOR THE NEXT PERIOD (Work programme)

Project title : Freight Forwarders Training Courses (TRACECA)		Project number : EUROPEAID/120540/C/SV/MULTI				Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan			Page : 1		
Planning period : 09/2005 - 11/2005		Prepared on : November 2005				Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam					
Project objectives : To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors. The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of freight forwarding and develop improvement measures for the regulatory set-up.											
		TIME FRAME						INPUTS			
		2005/2006 (months)						PERSONNEL (Man-Days)		EQUIPMENT AND MATERIAL	OTHER
No	ACTIVITIES	12	01	02	03	04	05	International	Local		
01	Analysis existing situation regarding legal and regulatory framework for the freight forwarding industry	xxxx	Xxxx	xxxx	xxxx	xxxx	xxxx	143	20		
02	Benchmark with European countries and recommendations for changes in the regulatory framework for the freight forwarding industry		Xxxx	xxxx	xxxx	xxxx	xxxx	34			
03	Promotion of changes in the regulatory framework for the freight forwarding industry					xxxx	xxxx	10	5		
04	Study tour aiming at dissemination of project findings among major decision-makers of regulatory bodies										

Project title : Freight Forwarders Training Courses (TRACECA)	Project number : EUROPEAID/120540/C/SV/MULTI	Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	Page : 2
Planning period : 09/2005 - 11/2005	Prepared on : November 2005	Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam	

Project objectives :

To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors.

The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of freight forwarding and develop improvement measures for the regulatory set-up.

No	ACTIVITIES	TIME FRAME						INPUTS			
		2005/2006 (months)						PERSONNEL (Man-Days)		EQUIPMENT AND MATERIAL	OTHER
		12	01	02	03	04	05	International	Local		
05	Setting up freight forwarders associations in Kyrgyz Republic, Turkmenistan and Tajikistan	xxxx				xxxx	xxxx	33	10		
06	Inventory of difficulties encountered and an outline of a strategy for strengthening associations					xxxx	xxxx	10	10		
07	Advising existing freight forwarders associations		Xxxx	xxxx	xxxx	xxxx	xxxx	27	5		
08	Encouragement of and assistance to the foundation of training centres	xxxx	Xxxx	xxxx	xxxx	xxxx	xxxx	30	5		
09	Dissemination of information for freight forwarders					xxxx	xxxx	6	0		
10	Study tour for freight forwarders associations to Europe										

Project title : Freight Forwarders Training Courses (TRACECA)	Project number : EUROPEAID/120540/C/SV/MULTI	Country : Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyz Republic, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan	Page : 3
Planning period : 09/2005 - 11/2005	Prepared on : November 2005	Contractor : NEA and its partners in the consortium Wagener & Herbst Management Consultants GmbH, TRADEMCO, Shipping and Transport College Rotterdam	

Project objectives :
To facilitate multi-modal transport and enable faster, safer and more reliable and efficient transport on the TRACECA corridor in order to increase security and improve access to international markets and increase the competitiveness of the TRACECA corridors.
The strengthening of the freight forwarder sector in the TRACECA countries through transfer of knowledge, capacity building for freight forwarders associations that are strong and able to take ownership of the further development and professionalism of freight forwarding and develop improvement measures for the regulatory set-up.

No	ACTIVITIES	TIME FRAME						INPUTS			
		12	01	02	03	04	05	PERSONNEL (Man-Days)		EQUIPMENT AND MATERIAL	OTHER
		2005/2006 (months)						International	Local		
11	Training needs assessment freight forwarders		Xxxx	xxxx	xxxx			32	15		
12	Selection of trainees		Xxxx	xxxx	xxxx			44	5		
13	Selection and development training materials	xxxx	Xxxx	xxxx	xxxx	xxxx	xxxx	106	0		
14	Execution training measures					xxxx	xxxx	48	10		
15	Training impact assessment										
	TOTAL							523	85		



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Annex 4

List of major meetings in the TRACECA Region and elsewhere during Inception Phase

Name	Position	Met by
Armenia		
Mr Gagik Grigoryan	TRACECA National Secretary and Ministry of Transport and Communication, Head of Foreign Relations Department	Mr Meeuws, Mr Wagener
Azerbaijan		
Mr Mustafayev, Akif	TRACECA National Secretary	Mr Meeuws
Mr Farajov, Elmar	Ministry of Transport, International Relations Department, Head of TRACECA & International Projects Unit	Mr Meeuws
Mr Bagirov, Fuad	TACIS and the Balkans/Cards Monitoring Programme, Monitor	Mr Meeuws
Georgia		
Mr David Tsiklauri	TRACECA National Secretary and Deputy Minister of Transport	Mr Meeuws
Kazakhstan		
Mr Murat Bekmagambetov	TRACECA National Secretary	Mr Meeuws, Mr Wagener, Mr. de Leijer
Mr Karl Nehls	Trade Facilitation and Institutional Support	Mr Meeuws, Mr Wagener
Mrs Gulnara Dusupova	Technical Cooperation section of the Delegation of the European Commission in Kazakhstan	Mr de Leijer
Mr Andrutskiy Roman	NIITK, Research Institute for transport	Mr de Leijer
Mr Eduard Kaplan	CEO of Transsystem and Board member of Kazakhstan Freight Forwarding Association	Mr de Leijer
Kyrgyz Republic		
Mrs Aiden E. Beishebaeva	Ministry of Foreign Affairs of the Kyrgyz Republic, Department of Foreign Policy Planning and Multilateral Economic Cooperation, Attaché	Mr. Wagener
Moldova		
Tajikistan		
Turkey		
Mr Baris Tozar	Ministry of Transportation & Communications, Deputy Undersecretary	Mr Meeuws
Mr Izzet Isik	Ministry of Transport, General Directorate of Road Transport, Head of Department	Mr Meeuws, Mr. Wagener
Turkmenistan		





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Ukraine		
Mr Mikhail Nikutin	Ministry of Transport and Communications of Ukraine, Department for Foreign and Economic Relations, Chief Expert	Mr Meeuws
Mr Yuri Prykhodko	Association of International Freight Forwarders of Ukraine (AIFFU), General Director	Mr Meeuws
Mrs Olena Bulba	Ukrainian Business Incubators and Innovation Centres Association, Director	Mr Meeuws
Mrs Larissa Dobrukha	ASMAP Training Consulting Centre, Deputy Director Training	Mr Meeuws
Mrs Katerina Basova	Logistics Platform, Director	Mr Meeuws
Mr Artem Milshyn	Logistics Platform, Information Manager	Mr Meeuws, Mr Wagener
Mrs Alla Novikova	Ministry of Transport and Communications of Ukraine, State Automobile Research and Project Institute, Vice-Director in Research Work	Mr Meeuws, Mr Wagener
Mrs Marina Andreyanova	Tacis & Cards Monitoring Programme	Mr Meeuws, Mr Wagener
Mrs Olga Senyuk	Trade Facilitation and Institutional Support	Mr Meeuws, Mr Wagener
Mr Hryhorii Lehenkyi	TRACECA National Secretary and Ministry of Transport of Ukraine, Director of Department for Development and Coordination of Transport Systems	Mr Meeuws
Uzbekistan		
Mr Bekhzod Teshabaev	National Coordinating Unit for TACIS	Mr de Leijer Mr Prokofiev
Mr Mirzoulugbek Ruziev	National Coordinating Unit for TACIS	Mr de Leijer Mr Prokofiev
Mr Khokim Matchanov	Uzbek International Forwarders Association – Chairman	Mr de Leijer Mr Prokofiev
Mr Davronbek Khamraev	Uzbek International Forwarders Association	Mr de Leijer Mr Prokofiev
Mr Akram Mukhidov	Uzbek International Forwarders Association	Mr de Leijer Mr Prokofiev
Mr Olimjon Buranov	Traceca National Secretary	Mr de Leijer Mr Prokofiev
Mr Ubduvakhid Abdukhalikov	Director of “Transturkiston” (Freight forwarder)	Mr de Leijer Mr Prokofiev
Mr Manfred Ziewers	Europa House, Implementation and Management Support and Liaison Office Of the European Commission	Mr de Leijer Mr Prokofiev
Mr Topalidi, Valery Anatolyevich	Association of the International road carriers of the Republic of Uzbekistan (Aircuz), Director of the Training Centre “Bilimintertrans”	Mr Meeuws Mr De Leijer Mr Prokofiev





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Mr Timur Zakirovich Muslimov	Concern "Uzavtoyul"	Mr de Leijer Mr Prokofiev
Mr Abdurakhman A Abduvaliev	Agency for Automobile and River Transport - General Director	Mr Prokofiev
Mr Shaalim Sh Shavakhabov	Uzbek Agency for Automobile and River Transport	Mr Prokofiev
Mr Aziz Mukhtasimov	International Trade Exhibitions and conferences	Mr de Leijer Mr Prokofiev
Intergovernmental Commission TRACECA		
Mrs Trenkova, Lyudmilla	Intergovernmental Commission TRACECA , Permanent Secretariat, Secretary General	Mr Meeuws
Mr Ismail, Anar	Intergovernmental Commission TRACECA , Permanent Secretariat, Tariff and Rail Expert	Mr Meeuws
Mr Aliyev, Hikmet	Intergovernmental Commission TRACECA , Permanent Secretariat, Administrative Manager	Mr Meeuws
Mrs Zwicky, Angelika	TRACECA Trade Facilitation and Institutional Support, Supervisor of the Permanent Secretariat	Mr Meeuws, Mr Wagener
Mr Bodo Roessig	TRACECA Trade Facilitation and Institutional Support, Team Leader	Mr Meeuws, Mr Wagener
Mrs Arina Komarova	TRACECA Trade Facilitation and Institutional Support, Legal Expert	
FIATA Switzerland		
Mr Marco A. Sangaletti	FIATA, Director General	Mr Meeuws, Mr Wagener
Mr Markus Schoni	FIATA, Manager	Mr Meeuws, Mr Wagener
European Commission, Belgium		
Mr Athanasios Boitsios	EuropeAid Co-operation Office	Mr Meeuws



Annex 5

Manning schedule

Position in the Project	Name	Man-days in total	of them		Month											
			in the region	home office	1 10/05	2 11/05	3 12/05	4 01/06	5 02/06	6 03/06	7 04/06	8 05/06	9 06/06	10 07/06	11 08/06	12 09/06
Team Leader	René Meeuws	295	155	140												
Trade and Transport Expert	Harrie de Leijer	200	80	120												
Academic Director	Norbert Wagener	165	65	100												
Training and Project Coordinator	Mikhail Prokofiev	420	260	160												
Short-term international senior experts		290	250	40												
Short-term local senior experts		240	240	0												

Position in the Project	Name	Month											
		13 10/06	14 11/06	15 12/06	16 01/07	17 02/07	18 03/07	19 04/07	20 05/07	21 06/07	22 07/07	23 08/07	24 09/07
Team Leader	René Meeuws												
Trade and Transport Expert	Harrie de Leijer												
Academic Director	Norbert Wagener												
Training and Project Coordinator	Mikhail Prokofiev												
Short-term international senior experts													
Short-term local senior experts													





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Annex 6

Draft

Technical Annex to the Basic Multilateral Agreement on Freight Forwarding Operations

Article 1 General Provisions

1. The Present Technical Annex determines the procedure of freight forwarding activity - the process of services and organization of transportation of goods by any mode of transport, and the processing of transport, customs and other documentation required for the realization of the transportation of goods (hereinafter called freight forwarding services).

The conditions of the freight forwarding contract (hereinafter known as the contract), which are not stipulated by the present Technical Annex, are determined by the Parties of the contract (the freight forwarding agent and client) in accordance with existing domestic legislation of the MLA Parties.

2. The rules of present Technical Annex do not cover forwarding activities in the field of mail service.

Article 2 Definitions

Definitions used in the Technical Annex have the following meanings:

- a) "freight forwarding activity" – a kind of the specialized activity on rendering the freight forwarding services, carried out by the freight forwarding agent under the transport expedition contract;
- b) "freight forwarding services" - means services of any kind relating to the carriage, consolidation, storage, handling, packing and distribution of the goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the goods and collecting of procuring payment or documents relating to the goods;
- c) "freight forwarding agent" – the legal or physical person rendering freight forwarding service in accordance with transport expedition contract;
- d) "the transport agent" – the legal or physical person rendering freight forwarding service and working on behalf of the client on this basis of transport expedition contract;
- e) "transport agency service" – the freight forwarding activity which is carried out by transport agents;
- f) "client" - the legal or physical person who independently or through his representative working on behalf of him concludes transport expeditions contract with the freight forwarding agent or transport agent;
- g) "consignor" - the legal or physical person on behalf of him or by his request the shipment is made;
- h) "consignee" - the legal or physical person on behalf of him or by his request the reception of cargo is made;
- i) "cargo" – goods , materials, substances, products, or any other property of consignor, accepted by freight forwarding agent or his representative for delivery;





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- j) “carrier” - the legal or physical person who undertakes to deliver the cargo entrusted to him to the destination and hand over it to consignee or to his representative;
- k) “the transport document” - the document certifying the transport contract, acceptance of cargo by freight forwarding agent, and also his obligations to deliver a cargo to the destination;
- l) “vehicle” – special adaptation (device) for transportation of cargoes and passengers as they are defined by transport glossaries of Eurostate, and UN ECE;
- m) “terminal” – a complex of non-production constructions intended for interaction of various types of transport for delivery of cargoes (passengers), reloading and other operations on management of freight traffics;
- n) “the freight forwarding enterprise” – the legal person registered which renders freight forwarding services.

Article 3 Rules of freight forwarding activity

1. The rules of freight forwarding activity shall be approved by the Governments of the MLA Parties.
2. The following are determined by the rules of freight forwarding activity:
 - A List of freight forwarding documents (documentation confirming the conclusion of freight forwarding contract);
 - A Quality requirement for the freight forwarding services provided;
 - A set procedure for freight forwarding services.

Article 4 The rights of the freight forwarding agent and client

1. The freight forwarding agent (hereinafter called the agent) has the right to deviate from the instructions of the client for the interests of the client and himself. This deviation is allowed if the agent can not ask the client’s preliminary consent for his action in accordance with contract, or the agent is not able to receive the client’s consent for his inquiry within a day.

In cases where the instructions of the client are inaccurate or incomplete or do not correspond to the contract conditions, and agent, in any circumstances, could not specify the instructions of the client, he proceeds to execute his service within the interest of the client.

2. If it is not stipulated differently in the contract, the agent has the right to choose or to change a mode and route of transport, and also types of consequence transport means for the interests of the client. In this case, in accordance with the contract, the agent is obliged immediately to notify the client on any changes made according to the present article.
3. In accordance with the conditions of the contract the agent has a right to keep a cargo in his possession until expenses incurred within the interest of the client have been reimbursed or until the client’s guarantee to compensate his expenses. In this case the client will pay all other charges connected with the retention of cargo.

In any cases stipulated by present article the client shall be responsible for any damage arising from the retention of cargo.

4. The agent has the right not to precede with his duties under contract until the client has presented all necessary documents, and information on the goods, the means of transportation and any other information necessary for performance of the agent’s duties.





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Where incomplete information is presented the agent is obliged to request from the client any additional necessary data in accordance with the established procedure of the contract.

5. The agent has the right to check reliability of the necessary documentation, submitted by the client, and also information about the cargo, means of transportation and other information necessary for the performance of agent's duties in accordance the contract.
6. The client has the right:
 - to choose a route for the cargo and mode of transport;
 - to require the agent (if it is defined by the contract) to provide any information on the process of transporting the cargo;
 - to instruct the agent in accordance with the contract.

Article 5 Duties of the freight forwarding agent

1. The agent is obliged to provide his service in accordance with the contract.
2. In case there is no opportunity for a preliminary inquiry about deviation from the instructions of the client, or if an answer to such inquiry is not received by the agent within a day, the agent is obliged to notify the client on the deviations, as soon as possible, in the order determined by the contract.
3. The agent providing his services to the client's personal, family, or other needs, not connected with client's business activity, is obliged to provide, on the request of the client, information on the Legislation of MLA Parties on the consumer rights' protection.
4. The freight forwarder takes the goods in his charge against issuance of a freight forwarding document to a client and also against presentation of the originals of the contracts, concluded by the freight forwarder, acting on the grounds of the letter of attorney issued by the client, on behalf of the client and in accordance with the freight forwarding services contract.
5. The agent does not have a right to claim on behalf of the client insurance contract of cargo, if it is not agreed by contract.

Article 6 Duties of the Client

1. The client is obliged to provide the agent with full, correct and reliable information on the character of the cargo, transport conditions, and all other information required for the performance of the agent's duties in accordance with the contract. The client should also provide all other documents required for customs, sanitary and any other kind of government control of cargo.
2. In accordance with contract procedure the client should pay the agent's remuneration and cover any other expenses incurred within the interest of the client.

Article 7 General base of responsibility

1. For non performance or improper performance of duties under the contract and this Technical Annex the agent and client will be liable on the base and in the amount which are defined in accordance with international conventions applied in the MLA Parties and present Technical Annex.
2. In cases where the agent proves that the breach of responsibilities is caused by improper





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performance of forwarding agreement, the liability of the client who signed the forwarding agreement is defined on the base of the rules under which the relevant forwarder is liable for the agent.

3. During performance of the forwarding service, providing the international transportation of goods, accompanied by respective forwarding documents, the limit of agent's liability for non performance or improper performance of duties under the freight forwarding contract shall not exceed 666,67 units of account per package or per single transportation (666,67 units of account per package or per other unit of shipment) except the responsibilities of the agent stipulated in point 2, Clause 9 of present Technical Annex.

For the purpose of the present Technical Annex during performance of forwarding services which are connected with international transportation of goods, the unit of account means the special drawing right (SDR) which is defined by the International Monetary Fund. The value of the currency of payments in special drawing rights (SDR) is calculated in accordance with the method of value determination used by the International Monetary Fund for the corresponding date of operation and transactions. Based on the currency value in SDR, the currency convertibility is applied at the rate of the court decision date or at the rate of another date which is defined by the Agreement of the Parties.

4. The rules of liability limitation under paragraph 3 of the present Article and paragraph 2 of Article 7 of this Technical Annex will not be applied if the agent proves that loss, non-delivery or damage of the cargo is not caused because of his intentional or careless act or negligence.
5. In case of single sided termination of the contract the client or agent will cover the losses of the other side, directly resulted from the termination of contract.

Article 8 Basis and degree of responsibilities of the agent for lost, non-delivery or damage of cargo

1. The agent shall be responsible for compensation of real cost of lost, non-delivered or damaged cargo from its acceptance until its delivery to the consignee as indicated in the contract or to any authorized person. If the agent is not able to prove that loss, non-delivery or damage of the cargo is caused by conditions out of his control, then the amount of his compensation will be in the following amount:
 - a) for the loss or non-delivery of cargo accepted for delivery with defined cost; compensation will equal the cost of the defined or missing part's cargo;
 - b) for the loss or non-delivery of cargo accepted for delivery without defined cost, compensation will equal the amount of real cost (documentary proved) of cargo or its missing part's;
 - c) for the damage of cargo accepted for delivery with defined cost in the decreased amount of cost and in case of non-recovery of damaged cargo in the full amount of cost;
 - d) for the damage of cargo accepted without defined cost in the decreased amount of (documentary proved) real cost of cargo and in case of non-recovery of cargo in amount of (documentary proved) real cost of cargo.
2. In an international freight forwarding service the responsibility of the agent for lost, non-delivered or damaged cargo, is defined by present Article, payment must not exceed two units of special payment for each kilogram of lost, non-delivered or damaged cargo if more compensation is not paid by third party who is responsible for the agent.
3. The freight forwarding contract may stipulate that along with compensation of the real cost of the cargo when lost, non-delivered or damaged, the agent should return all remunerations, which is not included in the cost of the cargo.





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4. Besides compensation and repayment of remuneration to the client in the amount defined by the present article the agent shall pay the cost of lost profit arising from lost, non-delivered or damaged of cargo.
5. In an international freight forwarding service cost of lost profit is fully covered but not more than that amount, which is defined by the present Technical Annex.
6. The real cost of cargo (documentary proved) is determined based on cargo cost indicated in the agreement or seller's receipt. In the absence of these documents the cost is determined on the price of the same kind of goods at the place of delivery on the date of voluntary payment and if payment is not made voluntarily then on the date of the court decision.
7. The cargo is considered to be lost if it is not delivered within thirty days of the delivery date, defined by the freight forwarding contract. If delivery date is not defined in the contract then within a reasonable time necessary for the delivery of cargo counted from the acceptance date. Cargo, which has been already delivered but not handed over to the consignee or to any other authorized person indicated in the contract because of non-payment of remuneration, shall not be considered to be lost if the agent notifies the client on the performance of freight forwarding service as required by the contract.

Article 9 Notification of lost, non-delivery and damage of cargo

1. During the handing over of cargo, if the consignee, as defined by contract, or any other authorized person fails to notify the agent in writing about the lost, non-delivered or damaged cargo and do not specify the problem, then it shall be considered that they received the cargo without any defect (damage) if it is not proved to be otherwise.
2. If lost, non-delivered or damaged cargo is not noted during acceptance of cargo then notification shall made not later then thirty calendar days from the acceptance date. The date of notification will be a date of its receipt by the agent.

Article 10 Basis and limit of responsibilities of the agent for breach of contract execution date under the contract

1. The agent recovers the damages to the client caused by due date breach of the contract, if other way is not envisaged by given contract and the agent does not prove that the due date breach occurred because of Force Majeure or because of the client.
2. According to the freight forwarding contract, if the client is using agent services for personal, family, or other needs, non-connected with the business activities of the client, and there is a due date breach, the agent pays the client a forfeit for each day (24 hours. A partial day is counted as a full 24 hours day), or by hour (if the deadline is shown in hours). The daily forfeit is 3 percent, and not more than 80 percent of remuneration owed to the client. The client can also recover the loss caused by a due date breach by the freight forwarding contract if the agent does not prove that the due date breach occurred because of insuperability of the task or because of the client.

Article 11 Basis and limit of responsibilities of the client for the agent

1. The client is liable for the damages caused to the agent by his default on non-provision of the information required by the present Technical Annex.





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In cases where the client's refusal to pay the expenses of the agent incurred during performance of his contract obligations have no grounds, then the client pays a penalty in the amount of 10 percent of the total agent's expenses including full amount of all expenses incurred.

2. The client is responsible for the late payment of agent's remuneration and expenses incurred within the interests of the client in the amount of 0.1 percent of the agent's remuneration and expenses for each delayed day, but not more than the full amount of remuneration and expenses incurred within the interests of the client.

Article 12 Agreement on changes of responsibility limit of the agent

1. Higher responsibility of the agent in comparison with responsibility shown in the present Technical Annex or international agreements applied in the MLA Parties may agreed in the freight forwarding contract.
2. The agreement on elimination or decreasing of agent's liability shall not be allowed.

Article 13 Complaints and Claims against the agent

1. Before submission of claim under the contract it is required to submit a complaint to the agent except where the submission of claim against freight forwarding service is performed for personal, family or other needs non-connected with client's business activity.
2. The consignee, as defined by contract, the client or his authorized person and also insurer has a right to complain and claim compensation.
3. Claims are made in written form. The claim for lost, non-delivered or damaged cargo must be accompanied by documents proving the right to claim and the original or certified copies of other documents confirming the quantity and cost of cargo.
4. Claims to the agent must be made within six month from the date when the right to claim is raised.

This date accounts for:

- compensation of loss, non-delivery or damage of cargo from the date when the cargo was supposed to be delivered;
 - compensation for the breach of contract execution date which is calculated from the date after last contract execution date if it is not defined by the Parties;
 - breach of other contract requirements from the date when the person indicated in paragraph 2 of present article knew or were supposed to know about these breaches.
5. The agent should review the client' claim and should notify him in written on a claims settlement or rejection within thirty days from its acceptance date.

In case of partial settlement or rejection of claim the agent should indicate in the notification his arguments for this decision. In this case all documents submitted with the claim will be returned to the client.

6. The agent has a right to accept any claims after the deadline of a submission, which is established by present article, if the claim deadline passed because of good reason.





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Article 14 Limitation of action

For any claim under the freight forwarding contract the limitation of action is one year. This date is counted from the date when the right to claim begins.



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Annex 7

Draft

Technical Annex to the Basic Multilateral Agreement on Multimodal Transport

Article 1 General Provisions

This Technical Annex regulates relations between transport entities, multimodal transport operators, consignors and consignees, as well as other physical and legal entities, acting on behalf of consignors, carrying goods in multimodal services, with the use of rail, sea, river, road transport and ferry connections. The Technical Annex defines rights, obligations and responsibilities of each participant of transport.

The provisions of the Technical Annex shall not affect the application of any international convention on multimodal transport and segmented transport, and nothing in this Technical Annex shall affect the right of the consignor to choose between multimodal transport and segmented transport.

Article 2 Definitions

This Technical Annex contains the following definitions:

"Multimodal transport" means transport of goods, carried out by 2 or more transport modes;

"Direct multimodal transport" means transport of goods, carried out by 2 or more transport modes, on the basis of the common transport document, applicable for the whole journey, which is using one loading unit;

"Multimodal transport operator" means any person, who concludes a multimodal transport contract and assumes the whole responsibility for the performance thereof as a carrier or a transport operator;

"Multimodal transport contract" means the Contract between Multimodal Transport Operator or other carrier with the consignor, on transport of goods by two or more transport modes;

"Multimodal terminal/node" – transport hubs, including railway stations, open for transport operations, sea and river ports (hereafter ports), road terminals, cargo handling yards, and other transport-storehouse terminals;

"Multimodal transport document" means a document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator, and an undertaking by him to deliver the goods in accordance with the terms of that contract;

"Special drawing right (SDR)" means the unit of account as defined by the International Monetary Fund.

Article 3 Purposes

1. Purposes of this Technical Annex are to ensure high quality services in multimodal transport, to design similar requirements to multimodal transport forwarders and operators by implementing provisions of multimodal transport contract, and to improve economic efficiency in the transport of goods.
2. Multimodal transport is regulated by the authorities in charge for transport in the Parties and other executive bodies within their jurisdiction. In accordance with international agreements, this Technical Annex and other laws and regulations in the Parties, executive transport authorities are considered to be in charge for the issue of rules of multimodal transport of goods by rail, river,





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sea, road transport and ferry connection, statements, instructions and other documents within their jurisdiction, containing rules of law and regulating relations in multimodal transport, which are mandatory for all legal and physical persons.

Article 4 Organization of Multimodal Transport of Goods

1. The multimodal transport procedure is regulated by the relevant codes, charters and rules, existing in the Parties for each transport mode. Multimodal transport includes:

- a) Railway stations, available for commercial operations;
- b) Sea and river ports (hereafter referred as "ports");
- c) Truck terminals and loading bays

Ports, truck terminals and loading bays shall become parts of a direct multimodal connection, from the time of sending a written message by cable or else to the relevant executive body, with further publishing of listings of such ports, truck terminals and loading bays in the guides with transport rules and tariffs of executive bodies in the Parties, applicable for the relevant transport mode.

2. During the multimodal transport of goods, loading operations shall be carried out by:

- a) Ports, when loading goods from sea and river vessels and ports' warehouses to wagons or motor-vehicles and ports, when loading goods from wagons or motor-vehicles to sea and river vessels and ports' warehouses;
- b) Railways, when loading goods from wagons and railway stations' warehouses to motor-vehicles and from motor-vehicles to wagons and railway stations' warehouses;
- c) railways, ports or transport operators, in the ports, where cargo is loaded/unloaded, by wagons or containers loaded on the wagons, on/from the ferries specialized on such kinds of transport, if the shift of cargo is required.

3. Goods and transport vehicles with goods, delivered to transport hubs after the announced deadline for goods receipt, shall be accepted by ports from railways and road carriers without any difficulty.

Goods and transport vehicles with goods, delivered to transport hubs after the announced deadline for goods receipt, can be handed over to ports for storage, with their prior contract. In case that port rejects to store goods, railways and road carriers shall contact a consignor to agree further activities.

These situations increase the time of delivery.

4. Handing over of goods in sealed wagons or containers shall be carried out in transport hubs with immediate control of seals for conformity with transport documents.

Goods in multimodal transport, shall be weighed when loading goods from one transport mode to another one in transport centers, upon request from accepting party (on track scales when handed over to railway and on trade scales - when handed over to road transport).

In case that the loading and unloading Party lacks scales, handing over shall be made in accordance with the goods weight, indicated in the transport document (invoice, bill of lading).

Packed and piece freights, accepted for transporting in accordance with the existing standard or by weight, fixed by the consignor in each loading place, and delivered to a reloading point in a good condition, shall be loaded from one transport mode to another without weighting, in accordance with the number of packs, with further delivery to the consignee in the point of





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destination. In case of shortage or damage, handing over of goods shall be made in accordance with the weight and the actual statement with the drawing up a formal act of a standard form.

When handing over goods in containers, trailers, rail tankers and cars and other sealed transportation vehicles, the accepting party shall check the conformity with the documents and the condition of the transportation vehicles and seals.

Provision of containers and their usage conditions for multimodal transport will be regulated by agreements settled between transport entities of each transport mode.

5. Operation of different transport entities in the interchange nodes shall be regulated by Interchanging Agreement on a 5-year term.

Elaboration and signatory of such agreements shall be regulated by the rules applied to multimodal transport.

In cases of any changes for technical facilities such as interchange nodes operation, contracts or treaties can be fully or partially revised before the expiry date, at the suggestion of either Party.

Any disputes arising from the execution of the Interchanging Agreements shall be resolved in accordance with existing procedure, under the legislation of the Parties, at the place where grounds for a dispute occurred.

6. Period of time for the transport of goods in multimodal journey is defined by summing the periods of transport by each mode, based on the rules applied for each transport mode.

In case of deviation from the total period of transportation in multimodal communication, the party at fault shall be liable for any delay in delivery of goods.

7. Goods reloading standards and regulation procedure are defined in accordance with the rules applied to multimodal transport.

Article 5 Documentation of the Multimodal Transport Operation

When the goods are taken in charge by the multimodal transport operator, he shall issue a multimodal transport document, which at the option of the consignor, shall be in either negotiable or nonnegotiable form.

The multimodal transport document is the document applicable for the entire transportation route.

The international railway bill CIM or SMGS and the bill of lading applied on the sea route, which is completed in accordance with information contained in the railway bills, is the basis for direct multimodal transportation of goods.

The multimodal transport document shall be signed by the multimodal transport operator or by a person having authority from him.

The signature on the multimodal transport document may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if no inconsistent with the law of the country where the multimodal transport document is issued.

Where a multimodal transport document is issued in negotiable form:

- a) It shall be made out to order or to bearer;
- b) If made out to order it shall be transferable by endorsement;





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- c) If made out to bearer it shall be transferable without endorsement;
- d) If issued in a set of more than one original it shall indicate the number of originals in the set;
- e) If any copies are issued each copy shall be marked "non-negotiable copy"

Delivery of the goods may be demanded from the multimodal transport operator or a person acting on his behalf only against surrender of the negotiable multimodal transport document duly endorsed where necessary.

The multimodal transport operator shall be discharged from his obligation to deliver the goods if, where a negotiable multimodal transport document has been issued in a set of more than one original, he or a person acting on his behalf has in good faith delivered the goods against surrender of one of such originals.

Where a multimodal transport document is issued in non-negotiable form it shall indicate a named consignee.

The multimodal transport operator shall be discharged from his obligation to deliver the goods if he makes delivery thereof to the consignee named in such non-negotiable multimodal transport document or to such other person as he may be duly instructed, as a rule, in writing.

The multimodal transport document shall contain the following particulars:

- a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the gross weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the consignor;
- b) The apparent condition of the goods;
- c) The name and principal place of business of the multimodal transport operator;
- d) The name of the consignor;
- e) The consignee, if named by the consignor;
- f) The place and date of taking in charge of the goods by the multimodal transport operator;
- g) The place of delivery of the goods;
- h) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties;
- i) A statement indicating whether the multimodal transport document is negotiable or nonnegotiable;
- j) The place and date of issue of the multimodal transport document;
- k) The signature of the multimodal transport operator or of a person having authority from him;
- l) The freight for each mode of transport, if expressly agreed between the parties, or the freight including its currency, to the extent payable by the consignee or other indication that freight is payable by him;
- m) The intended journey route, modes of transport and places of transshipment, if known at the time of issuance of the multimodal transport document;
- n) The statement referred to in paragraph 3 of article 28;
- o) Any other particulars which the parties may agree to insert in the multimodal transport document, if not inconsistent with the law of the country where the multimodal transport document is issued.

Article 6 Rights and responsibilities of Multimodal Transport Operator

1. A multimodal transport operator has no right to refuse transport of goods to any legal or physical entity. Refusal from a multimodal transport operator can be justified solely in cases, stated by the legislation, existing within the Party.
2. Multimodal Transport Operator has to choose the best mode and route of transportation, unless otherwise stated in the Multimodal Transport Contract.





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3. Goods should be transported by the multimodal operator within a defined standard period, unless otherwise stated in the Multimodal Transport Contract.
4. In case where the transportation of goods stands to be impossible due to existing circumstances, multimodal operator should follow instructions from the goods owner (consignor). All instructions should be construed as changes in Multimodal Transport Contract with further expenses attributing to the goods owner (consignor). In case, where due to circumstances, goods had to be sold, all revenue, excluding expenses, related to transport and selling operations, shall be attributed to the goods owner (consignor). In case where circumstances preventing from the goods from transportation were caused by the fault of multimodal operator's fault, all losses related to non-delivery or delay in delivery, shall be reimbursed by the multimodal transport operator.
5. A multimodal transport operator has a right to retain and dispose of goods to ensure receiving of charges and other transportation payments, unless otherwise stated in Contract.
6. Insurance of the multimodal transport operator against any possible damage from the transportation process or third parties shall be compulsory.
The subject of insurance can be related to the multimodal transport operator's material interests, as far as it is obliged to reimburse loses, caused by its operation.

Article 7 Rights and responsibilities of consignor

1. The goods owner (consignor) has a right to claim for compensation, equal to the value of the goods lost when the goods can not be delivered within 30 days after the specified date. All losses related to delays in goods delivery, shall be reimbursed in accordance with general rules, applicable for each transport mode, unless otherwise stated by the contract.
2. The goods owner (consignor) may instruct to change the route, destination point, consignee, suspend the transportation process or make other important changes in the original multimodal transport contract. Further expenses born by the multimodal operator or carrier, resulting from any changes, shall be reimbursed by the goods owner (consignor). All instructions from the goods owner (consignor) regarding changes in the multimodal transport contract shall be made within reasonable time.
3. The consignor must ensure the goods are in good condition, for further transporting by the multimodal transport operator or carrier (containers, packaging, marking, etc.). The Consignor must mark dangerous goods in accordance with existing regulations. When dangerous goods are designed for transportation, the consignor shall inform the multimodal transport operator or carriers, and if necessary, about precautionary measures to be taken.

Article 8 Responsibility of the multimodal transport operator

1. The multimodal transport operator shall be liable as consignor against consignee for safety of goods and luggage, accepted for transportation in multimodal communication, under the relevant transport codes and statutes. In case of any losses, defects or damage, goods are handed over with regards to its weight and actual condition. In cases of low-quality transport services, the party, which is handing over the goods, shall draw up a commercial act. In cases of any loss, defects or damage of goods or luggage is referred to railways, shipping companies, ports, road transport entities or road carriers, they bear the resulted responsibility.
2. In case of failure to reload goods or transport facilities with goods in multimodal system, multimodal transport operator shall be liable in accordance with existing legislation for the given





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- transport mode. Multimodal transport operator is considered to be free from property accountability in the following cases:
- a) force majeure situations, preventing goods from reloading and making loading and unloading operation impossible, emergency cases and accidents in transport entities;
 - b) termination or constraints in the usual goods transportation process;
3. The multimodal transport operator shall be liable for goods loss, damage or transportation delays, if unable to prove all necessary measures were taken to avoid such kind of situations. The multimodal transport operator will be liable for goods loss, damage or transportation delays starting from accepting goods for transportation up to their delivery to the authorized representative. In case of invalid data in the multimodal transport document, multimodal transport operator shall be liable for any losses and expenses incurred by the third party as a result of its actions.
 4. In cases where full or partial loss or damage of goods occurred during the transportation process, the existing legislation provides for a higher level of responsibility, rather than foreseen in a Multimodal Transport Contract. The scope of multimodal transport operator's responsibility has to be defined in accordance with the existing legislation.
 5. When the multimodal transport operator is liable for loss resulting from loss of or damage to the goods according to the present article, his liability shall be limited to an amount not exceeding 20 units of account per package or other shipping unit or 2.75 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher. In any case, the aggregate liability of the multimodal transport operator shall not exceed the cost of goods taken by him in charge.

Article 9 Responsibility of Consignor

1. The consignor shall be liable for damage caused to the multimodal transport operator, provided that it was done intentionally or imprudently. In cases of transporting dangerous goods, the consignor shall inform the multimodal transport operator. Failure to do this, will lead the consignor liable to the multimodal transport operator for any possible loss, resulting from transporting such goods. In this case, the goods if necessary can be unloaded, disposed of or neutralized at any moment, with prior notification to the consignor, are without any compensation. The consignor shall be liable for losses of multimodal transport operator resulting from consignor's faults (imperfect or defective packaging, improper information on goods, wrong address or marking, etc.). The multimodal transport operator shall have to prove such faults or mistakes.
2. The consignor shall be materially liable under the transport legislation in the Parties, for wrong or missing information on goods, taken in charge by the multimodal transport operator or failure to do this at all, as well as for possible effects from wrong data in the transport document. Any losses at the consignor's fault, resulting from delay of transport facilities (tank cars, vessels, trucks) at reloading bays, shall have to be compensated by the consignor, in accordance with existing transport legislation.

Article 10 Claims and Disputes

1. The limitations of any claims, related to multimodal transport operations, shall be 2 (two) years. In cases where the written notification with all details of the claim, is not submitted within 6 (six) months after the goods delivery or the goods are not delivered after the specified date, the limitation of actions shall be defined as 6 months. The limitation period commences the following day, after delivery of goods or a part of goods by multimodal transport operator. In cases that the goods are not delivered – it commences on the day following the last specified date for delivery of the goods.





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2. Parties may stipulate by the relevant Contract, approved in written form, that any dispute, related to multimodal transport operation, is the subject to arbitration.
3. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:
 - a) A place in a State within whose territory is situated:
 - the principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or
 - the place where the multimodal transport contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or
 - the place of taking the goods in charge for international multimodal transport or the place of delivery; or
 - b) Any other place designated for that purpose in the arbitration clause or agreement.



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Annex 8

Draft questionnaire on situation freight forwarding industry

1. *Existing legislative sources on freight forwarding*
 - Civil Code provision (please supply relevant text)
 - National laws and Codes (please supply relevant text)
 - Normative Acts (regulations), Rules and Orders (please supply relevant text)
2. *Institutional Responsibilities*
 - Which Ministries/Agencies are responsible for **regulating/supervising** forwarders?
 - Which institutions enforce administrative or criminal penalties in relation to forwarding activities?
 - Describe any practical problems arising from the present way in which the forwarding industry is regulated
 - Give suggestions for how any problems could be reduced
 - Which institutions (public/Private) presently **undertake training** of forwarders?
 - Give details of diplomas and other possible qualifications
 - Give details of the syllabus for existing examination courses
 - Give details of the examination system and examination questions/process
 - Is there a system of certification, accreditation or approval for courses and trainers? If so please supply details.
3. *Registration and licensing*
 - Is **registration** of businesses required?
 - Please describe the process of registration and supply copies of relevant application documents
 - Please list any documents which must accompany the application
 - Does the system for registering freight forwarders differ in any way from registration of other enterprises? If so please explain how.
 - Is it possible for foreign Nationals or foreign owned businesses to register?
 - Is it possible for natural persons as well as legal entities to register?
 - Is **licensing** of freight forwarders required in addition to or instead of registration?
 - If so, please describe the process of licensing and supply copies of relevant application documents
 - Please list any documents which must accompany the application
 - Is it possible for foreign Nationals or foreign owned businesses to obtain a licence?
 - Is it possible for natural persons as well as legal entities to obtain a licence?
 - Must any special **conditions** be satisfied to obtain a licence? In particular is there any requirement to prove
 - Existing forwarders cannot meet the demand for services
 - Minimum financial resources exist to establish the business
 - Professional competence (ie staff with certain minimum qualifications)
 - Good repute (ie controlling staff free from criminal convictions for serious offences)
 - Can anyone **object** to the grant of a licence? If so please give details (eg government agency, competitors etc)
 - What is the effect of any objection and does the forwarder have a right of reply?
 - Are decisions concerning the grant of a licence published and if so where?
 - Is there a right of **appeal** against refusal to grant a licence? If so please describe the system
 - What **fees** are chargeable for registration and or grant of a licence?
 - Are any fees payable on an annual basis?
 - Does registration and/or a licence have to be renewed? If so please give details of how often it must be renewed and the fee payable.
 - Does anyone have the right to object to renewal? If so please give details.
 - Are there circumstances in which a licence/registration can be **cancelled/revoked**?



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- If so please give details, stating which agency has power to revoke and whether a freight forwarder can appeal

4. *Scope of general activities*

- Is freight forwarding limited to international activities or does it include transits within national boundaries?
- Do freight forwarders act as Customs brokers/agents? Do they:
 - Obtain export clearance for goods
 - Issue export documentation
 - Arrange transit documentation
 - Obtain import clearance
 - Pay import and export clearance charges and duties on behalf of their clients?
- Do forwarders offer consolidation/groupage services?
- Do forwarders establish direct contracts for their customers with carriers and other providers of physical logistics services?
- Do they also act as Principals? (ie undertaking responsibility to ensure the movement of goods from A to B in their own name) Do they:
 - Issue collection and delivery instructions to carriers
 - Supervise loading
 - Pay for the transport service on behalf of their client
- Is it possible for the same business to act as a freight forwarder and also as a carrier? If so please describe how the forwarder distinguishes between the different activities when dealing with its customers

5. *Railway forwarding activities*

- Can railway forwarding be undertaken by privately owned forwarders who are independent of the railway operator?
- Is an additional licence or registration required to carry out freight forwarding activities involving railway transport? If so please give details
- Is railway forwarding limited to accredited freight forwarders and which body carries out the accreditation and on what basis?

6. *Tariffs*

- Is there freedom for freight forwarders to set their own rates of remuneration for their services?
- If not, who establishes the scale of charges and how and how often can it be varied?

7. *Documentation*

- Are forwarders required by mandatory rules to use particular documents for particular activities? If so:
 - Please give details of the rules and who sets them
 - Please list the documents which have to be used
 - Please supply a copy of each document.
- Is it permissible to use FIATA documentation? If not please set out the legislation or administrative order which presently prevents the use of FIATA documentation
- Where FIATA documentation is permissible, are there any forwarders presently permitted by FIATA to issue it? If so please identify which of the following documents are in use:

FIATA FBL (negotiable MT document)	Local equivalent
FIATA FCR (certificate of receipt)	Local equivalent
FIATA FCT (certificate of transport)	Local equivalent
FIATA FWR (warehouse receipt)	Local equivalent





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- Please supply copies of any local documentation used in place of equivalent FIATA documents
- Previous projects have recommended that all international documentation should be in at least two languages one of them being English and the other the National language or Russian. Please indicate whether this is now the case in your country

8. *Liability and insurance*

- Is there freedom for forwarders to establish their own **standard contract terms** with clients or are the duties and the responsibilities of the forwarder entirely governed by legislation?
- If entirely governed by legislation please identify the source
- Are there any limits on forwarders' liabilities to their customers in the case of failure in performance or in the case of loss, damage or delay to a customer's goods? If so please give details.
- If some areas of the relationship with the client can be dealt with in a private contract has anyone established any local standard conditions of contract? If so please supply a copy
- FIATA has established standard contract terms attaching to the issue of the FIATA FBL. Is it permissible for these to be adopted by private contract in your country?
- FIATA has also devised model rules for freight forwarding services. Is it permissible to adopt these rules by private contract in your country?
- The UN has established the UNCTAD/ICC Rules for Multimodal Transport Documents which could govern the responsibilities of the forwarder when acting as a Principal or NVOCC in international multimodal transport operations. Is it permissible to adopt these rules by private contract in your country
- Is **insurance** of forwarders' liabilities easily obtained in the local market?
- If not are forwarders free to purchase insurance from foreign based insurers?
- Please supply copies of typical liability insurance policies which are available
- Do insurers require forwarders to operate under specific contract conditions with their customers? If so please give details
- Is it possible to arrange cargo insurance for customers?
- Is it possible to arrange insurance cover with one insurer on a door to door basis for **transits which start or finish outside the Former Soviet Union**? If not how can the part of the journey outside the FSU be covered by insurance?
- Please give details of any problems regularly encountered either in connection with forwarders' liability insurance or cargo owners' insurance. How do you think these could be overcome?



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Annex 9

Forwarders Certificate of Receipt: the Story of One Case¹

Forwarders Certificate of Receipt (FCR) and practice of its usage in Ukraine

by Oleg Y. Alyoshin, by Nataliya Y. Mykolska

The FCR was developed and introduced by International Federation of Freight Forwarders Associations — FIATA (Fédération Internationale des Associations de Transitaires et Assimilés) for the use of international freight forwarders within the organization. FIATA is the largest international non-governmental organization in the field of transportation founded in 1926 in Vienna, which today represents an industry covering approximately 40,000 forwarding and logistics firms, employing around 8 - 10 million people in 150 countries. Since freight forwarding is one of the most important components of international trade, the primary aim of FCRs was to unify and regulate, to some extent, the relationships between consignor (owner of the cargo) and freight forwarder, which usually find themselves in different jurisdictions when concluding an international sales contract.

Generally, the legal nature of the FCR is as follows. The FCR is a document certifying the receipt of a specific consignment that is issued by the freight forwarder, acting as an agent of consignor or consignee and acknowledges that the forwarder is in possession of the consignment and assumed responsibility of the latter together with irrevocable instructions for dispatch of the said consignment. In other words, by issuing the FCR the freight forwarder certifies that (i) he has taken over the goods specified in the FCR and that the right of disposal of these goods is vested solely in him i.e. nobody is entitled to dispatch the goods except the person to whom the FCR has been issued; (ii) the goods appear to be in apparent good order and condition; and (iii) he has received the irrevocable instructions on the disposal of the goods, e.g. to forward them to a purchaser or to deposit the goods till receipt of further instructions from the person for the benefit of whom the FCR has been issued (consignee).

It is obvious that at the present time international trade is unable to survive without the participation of banks providing financing for the international trade transactions. The international sale of goods such as grain and scrap metal is marked among other by special financing provided by the banks called so-called short loans, i.e. loans that shall be repaid in a short term from the proceeds received from the sale of goods purchased under the provided financing. The said transactions may be also described in the following way: “obtaining a loan — purchasing goods — selling goods — repaying the loan”. Naturally, every bank providing financing for the described transactions, will do its best to secure the said financing. Taking into account the specific nature of the mentioned transactions, as well as the short transaction period, the standard legal security mechanism e.g. lien or pledge may not suffice. In order to secure the latter enforcement, a bank shall execute some formalities set out by local legislation e.g. attestation by notary, registration etc. If the bank is located in Switzerland or the Netherlands, the borrower in a third jurisdiction and the seller as well as the goods are in Ukraine, then the execution of the mentioned formalities will need a lot of time and may significantly complicate the performance of “fast” transactions under the short loan.

The situation described above resulted in the development of more “flexible” and “fast” legal instruments securing to a bank, the financing of international trade transactions and the performance of borrowers’ obligations. The FCR recently became one such instrument. Taking into account its legal nature as described above, banks started to provide financing for international trade transactions against the FCRs issued to the benefit of the bank by the freight forwarders in accordance with the instruction of the consignees (owners). The said security mechanism suits the banks since (i) the issuance of FCR does not require much time; (ii) proceeding from the legal nature of the FCR under the FIATA rules and the international good business practice, while issuing the FCR the freight forwarder undertakes, in particular, to follow only the bank’s instructions related to the goods under the issued FCR. The latter is very

¹ The Ukrainian Journal of Business Law, Vol.3 No.8 August 2005; p. 14-16.





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important with a view to securing the bank's interests as far as the bank is, practically, entitled to dispose of the goods under the issued FCRs until the receipt of the loan repayment.

Therefore, we deem it expedient to provide readers with details of a recent case related to fulfillment of the obligations of a freight forwarder under the issued FCRs to the bank providing financing against the said FCRs considered by Ukrainian courts, wherein the authors of the present article represented the interests of the international bank.

FCR: the Ukrainian approach

The plot of the case was as follows. A foreign bank (the "Bank") provided financing to a non-resident company (the "Purchaser") for purchase of grain in Ukraine. A Ukrainian freight forwarding company (the "Freight forwarder") providing services to the Purchaser under the instructions of the latter issued the FCRs for the benefit of the Bank. The issued FCRs contained the standard wording used in such types of transactions: "We (the Freight forwarder) hereby confirm that the complete cargo has been received and taken over by us in apparently good order and condition and is held to the irrevocable disposal of the Bank...We herewith also confirm that we will not move the cargo without the instructions of the Bank..."

The loan was not repaid and the Bank, in order to enforce its rights regarding the cargo (goods) under the issued FCRs, provided the Freight forwarder with the relevant instructions on the cargo's disposal. However, the latter were not followed by the Freight forwarder. Thus, the Bank had every reason to believe that the goods under the issued FCRs that should have been "held to the irrevocable disposal" of the Bank and which should not have been moved "without instructions of the Bank", were merely dispatched under the instructions of the Purchaser (the borrower) notwithstanding the FCRs issued to the benefit of the Bank. In response to the Bank's instructions the Freight forwarder stated that the issued FCRs were invalid in Ukraine.

The issue as to whether the FCRs are valid or invalid in Ukraine was considered at first by the Commercial Court of Odessa Region after being approached by the Bank to protect its interests.

It is fair to say that the issue brought before the court i.e. legal assessment of the FCRs is complex and complicated, taking into account that it is neither regulated by national Ukrainian legislation nor governed by international treaties binding on Ukraine. In practice, the FCR is an international custom developed in international trade practice. In any case, the said thesis is supported by Prof. Jan Ramberg¹, who is regarded as one of the most reputable experts in the field of international freight forwarding. In particular, he stated that: "...the existing chaos (of legal regulation of freight forwarding) would have been removed by international legislation long ago. Thus, it does not seem likely that mandatory legislation will supersede the contemporary practices within the near future."² Besides, Prof. Ramberg put special emphasis on the danger of consideration by the courts of the continental system of law of disputes related to international freight forwarding in the absence of relevant national provisions regulating the said specific relationships³. It should be also noted that it is only one aspect of the "everlasting problem", described by the Prof. Pokrovskiy in 1896. Indeed, unlike public law, civil law is much more conventional and shall be least affected by a particular situation. The latter shall be regarded as a dubious achievement of civil law, since conformism usually means stability and invariability. At the same time, there is also a flip side of the coin — relationships are developing too quickly for the law to regulate. As a result, the courts are trying to squeeze new relationships into the Procrustes' bed of old legal concepts. The latter, in its turn, does not encourage the justified consideration of the said cases. In such a situation the law can develop in two ways: to adopt new legislative acts on the issue urgently or to interpret the said relationships taking into account the existing good business practice.

Reverting to our case, we would like to sum up the position of the claimant (Bank). Under the issued FCRs, the Bank was entitled to dispose of the goods (consignment) indicated therein, and the Freight forwarder was obliged to follow the Bank's instructions regarding the latter. The said obligation of the Freight forwarder was based on the FCRs issued by him. The Bank provided the Freight forwarder with instructions to transfer the goods under the issued FCRs and all the documents related thereto to the third party. The Freight forwarder failed to perform the said instructions and thereby violated his





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obligations to the Bank. The Bank (claimant) asked the court to oblige the Freight forwarder to transfer the goods in accordance with the Bank's instructions.

It should be noted that Ukrainian legislation in force does not contain any provision on the FCRs. At the same time, the claimant requested the court to interpret the rights and obligations of the parties under the issued FCRs applying international trade usages and good business practice. Letters from the Ukrainian Chamber of Commerce and Industry and Association of International Freight Forwarders of Ukraine confirmed the position of the said Bank.

The Bank argued its position referring to:

(a) Article 11 of the Civil Code of Ukraine which provides that "civil rights and obligations shall arise from the persons' actions provided by civil legislation acts as well as from those that are not provided hereby but generate civil rights and obligations by analogy";

(b) Article ⁴ of the Commercial Procedural Code of Ukraine, which states that in the absence of legislation regulating relationships in a dispute with participation of a foreign business entity, the commercial court may apply international trade usages;

(c) Article 7 of the Civil Code of Ukraine, according to which civil relationships can be regulated by practice (usage), in particular, by good business practice. Good business practice (usage) shall be the rule of conduct not provided by civil legislation acts but which has been developed in the particular sphere of civil relationships. The latter may be provided for by the relevant documents as well as not provided in any document. The Higher Commercial Court of Ukraine, in its Interpretation of 31 May 20024, pointed out once more the possibility (which actually means necessity) of application by Ukrainian courts of international good business practice.

The Commercial Court of Odessa region refused to apply international good business practice and trade usages and dismissed outright the Bank's claim. Thus, the said court actually confirmed the position of the Freight forwarder that the FCR is invalid in Ukraine. The said decision might have had negative consequences for the Ukrainian freight forwarding business as a whole. It is well known that the ignoring of the FCRs by the Ukrainian court resulted in a ban imposed by FIATA on Ukrainian freight forwarders to issue the FCRs with regard to scrap metal.

The case was further considered by the appellate and cassation instances and the positions of both instances were in marked contrast to the position of the court of the first instance described above.

The Odessa Appellate Commercial Court reversed the decision of the court of the first instance, pointing out that "while adopting the decision in the case... the commercial court did not take into account the specifics of relationships of international freight forwarding, including the adherence to FIATA standards." We are of the opinion that the appellate court took a significant step by subscribing to the Bank's position on application of international trade usages and good business practice. Such a court's flexibility and readiness to follow the justified position related to application of foreign law or international good business practice occurs quite rarely in Ukraine.

The Higher Commercial Court of Ukraine confirmed the legality and reasonableness of the Resolution of the Odessa Appellate Commercial Court and stated that: "issuance by the freight forwarder of the FCR with an indication that the right of irrevocable disposal of the consignment creates an obligation of the freight forwarder to follow all the instructions on the consignment's disposal, and entitles the holder of the FCR to demand the performance of the said instructions. Thereat in disputable relationships the right of the claim to demand the latter is grounded by the undertaking arising out of the issued certificates (the FCRs) by the Respondent, and the sense of the said relationships includes the obligation of the freight forwarder without instructions of the claimant not to dispose of the consignment under the issued FCRs and to transfer the said consignment under the claimant's instruction, as well as the relevant right of the claimant to demand the performance of the latter."





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The Higher Commercial Court of Ukraine also noted that proceeding from the case materials and “... taking into account good business practice in accordance with Article 7 of the Civil Code of Ukraine, as far as the practice on the certificates usage (the FCRs) in international freight forwarding, have been confirmed by the attached to the case letter of the Association of International Freight Forwarders of Ukraine... and certificate of the Ukrainian Chamber of Commerce and Industry..., the appellate court reasonably resolved to satisfy the claim...”

The respondent approached the Supreme Court of Ukraine with the “second” cassation appeal. However, the court has not found any grounds to admit the said appeal for consideration.

Implications

We believe that the case described above will have a significant effect on the Ukrainian international freight forwarding business. By the nature of our job, we have on repeated occasions dealt with unfair freight forwarders, which considered that since the FCR is not incorporated into Ukrainian “written” legislation, the said document is invalid in Ukraine and, therefore, the rights of its holder cannot be protected. The described case is testimony of the contrary. Undoubtedly, application and interpretation by Ukrainian courts of good business practice in this case, for almost the first time in Ukrainian judicial practice, shall be considered a positive step towards the development of the Ukrainian judicial system. Moreover, the judicial decisions in this case may significantly improve the image of Ukraine held by international organizations (e.g. FIATA) as a state with a legal system, which acknowledges common rules developed in international trade and business.

1 Professor Emeritus of Private Law, Stockholm University

2 The Law of Freight Forwarding, J. Ramberg, 2002, FIATA, p. 27

3 The Law of Freight Forwarding, J. Ramberg, 2002, FIATA, p. 18.

4 On some aspects of considering cases with participation of foreign business entities and organizations Interpretation of the Highest Commercial Court of Ukraine of 31 May 2002, No. 04-5/608





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Competing Laws and Jurisdictions in Ukrainian Transportation Law Practice²

by Mykola H. Sorochinsky

As more transportation options become available to the average buyer or seller of goods wanting to transport them to or from Ukraine, the growing complexity of transport services is perhaps the main feature which leads developments in transportation law and practice.

A standard transportation arrangement with a trans-border element will usually involve a consignor and a consignee of goods, a freight forwarder, a carrier or probably even several carriers, insurers and reinsurance companies. Many of these can be from abroad. Each of these participants comes into transportation arrangements with its own standard documents, international conventions and domestic Ukrainian acts governing the respective field: carriage, freight forwarding and insurance.

In this article we will attempt to examine the ways in which legal provisions from international conventions and self-regulatory provisions of standard documents interact with each other and domestic Ukrainian legislation. We will draw examples from freight forwarding and multimodal transportation as well as from road, rail and sea carriage.

Freight forwarding and multimodal transportation

A freight forwarder, traditionally described as a business which handles export and import shipments, consolidates smaller shipments, clears freight from customs duties and in general makes the necessary arrangements for expediting the shipment to or from foreign countries, is becoming increasingly important for international transportation. Nowadays, a freight forwarder will often accept the responsibilities of the carrier and functions as a cargo consolidator, especially in multimodal container transportation.

Traditionally Ukrainian law had virtually no provisions exclusively governing freight forwarding. In 2004, however, the new Civil and Commercial Codes as well as the Transportation and Freight Forwarding Activity Act introduced provisions specifically dedicated to freight forwarders legislation.

Nevertheless, in many aspects of freight forwarding standard documents are far more important than domestic law. The issue here is FIATA standard forms, perhaps the most important of them being FBL (FIATA Multimodal Bill of Lading) and FCR (Freight Forwarder's Certificate of Receipt), which are widely used in Ukraine in trans-border transportation. FIATA, or the International Federation of Freight Forwarders' Associations, through its standard forms creates a form of self-regulation for the freight forwarding industry in 150 countries.

FCR, for instance, is a document often used not only as a transportation document but also as an important instrument in international trade transactions. FCR certifies that the freight forwarder has received a certain cargo and that instructions given to the freight forwarder are irrevocable. The latter means that the person who handed the goods over to the freight forwarder and received an FCR in return cannot change the instructions regarding the cargo without presenting the original FCR. In international trade, then, the seller can hand an FCR over to the buyer and the buyer is thus assured that goods are actually shipped and cannot be taken back by the seller. Therefore, FCR is a document often required as proof of shipment in conditions of letter of credit.

² The Ukrainian Journal of Business Law, Vol.3 No.8 August 2005; p. 30-31.





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Another FIATA document, the FBL, is a “nontraditional” bill of lading, by which the freight forwarder effectively accepts the responsibility for goods as a legal (although usually by no means actual) carrier in complex multimodal transportation.

The Association of International Freight Forwarders of Ukraine, which enjoys the status of the national association of FIATA, is responsible for the printing and distribution of FIATA forms in Ukraine.

As already mentioned, freight forwarders are especially important in multimodal transport, involving carriage of goods by different means, which includes often sea and road or rail transportation combined. This most often applies to containers. Many international container lines operate in Ukraine through representation by their subsidiaries or independent agents. They usually use their own standard bills of lading for container shipments. In this case the bill of lading, although traditionally a sea carriage document, covers the whole process of container transportation. The same can be said about shipments covered by FBL. Domestic law, however, rarely reflects this complexity and tends to be organized strictly by transportation types: the Rail Transport Act, Automobile Transport Act, Air Code and Merchant Shipping Code all exist, although general provisions of Civil and Commercial Codes also apply.

The standard container bills of lading, like bills of lading in general, tend to subject carriage-related disputes to foreign law and foreign courts’ jurisdiction. This causes a problem, since under the Recognition and Enforcement in Ukraine of Foreign Courts’ Decisions in Ukraine Act, Ukraine can recognize and enforce judgments only if there is a bilateral or multilateral treaty providing for recognition and enforcement of a certain country’s judgments in Ukraine. Provisions to this effect are usually included in treaties on mutual legal assistance in civil matters. With rare exceptions, Ukraine has such treaties only with Eastern and Central European countries and countries of the former Soviet bloc.

Road and rail carriage

Convention on the Contract for the International Carriage of Goods by Road (CMR) of 1956 is the most important document governing international road carriage of goods by automobiles. It introduces a standard CMR waybill as well as detailed private law provisions governing the relations of the parties under the contract represented by the waybill.

Although the Convention is widely used, some lawyers doubt the prevalence of the Convention over domestic Ukrainian law on road carriage on the grounds that the Convention has not been ratified by the Ukrainian Parliament. Incidentally, this is also the case with TIR Convention as well as the Agreement on International Rail Cargo Transportation.

Of course, this raises a more general question of the binding or not binding nature of international documents signed and/or ratified by the former Soviet Union. This question is often raised in transportation law practice as well as in other fields of law, since the Constitution of Ukraine provides that only international treaties accepted as binding by Parliament will be recognized as part of national legislation. In our opinion, Ukraine has accepted the Soviet Union’s treaties as binding by declaration in Ukraine’s Succession Act of 1991 approved just weeks after the Ukraine’s Independence Act. By passing this Act Parliament established Ukraine’s consent to be bound by all the treaties of the USSR. This constitutes the state’s consent to be bound by treaties in terms of the Vienna Convention on Law of Treaties.

Nevertheless, the mere acceptance of the treaties is sometimes not sufficient to effectively deal with disputes arising out of carriage. Since no domestic law clearly establishes the prevalence of international commitments over domestic legislation, in theory they must be equally applicable. The latter means





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application of at least two totally different sets of provisions to the same situation. International carriage practice often contradicts domestic law whilst complying with international treaties.

The most important legislation governing the railroad transportation in Ukraine is the Statute of Railroads approved by the Cabinet of Ministers. General provisions of the Civil and Commercial Codes are important as well.

Among international documents governing rail transportation, the most important for Ukraine is the Agreement on International Rail Cargo Transportation (known in Russian abbreviation as SMGS) first signed 1951 and then frequently amended. It is an Agreement between the rail administrations of 22 countries of the former Soviet Union, Baltic States, as well as Mongolia, China, Vietnam, and North Korea. It introduces a serious number of standard forms, including rail waybills.

The topics of railroad carriage and disputes with railroads are truly infinite. In fact, claims for damages caused by cargo loss and delivery delays on railroads historically constituted one of the most important and numerous categories of cases adjudicated by Soviet state arbitration, reformed by independent Ukraine into arbitration and then present-day commercial courts.

Sea carriage and maritime claims

In order to understand the legal framework of sea carriage in Ukraine it is vital to briefly outline the practical aspects of shipping business as it exists today.

Shipping practice in Ukraine, and, indeed, in most other countries as well, is characterized by prevalence of the so-called “single-ship companies”, which exist solely to own or operate one single vessel, and “convenient flags”, being the flags of countries that have easy and cheap registration procedures for vessels and, at best, loose standards for shipowners in terms of safety, environmental protection and crew rights.

Therefore, a typical vessel calling at a Ukrainian port can be a vessel owned by, say, a Marshall Islands company, managed by a Maltese company, chartered by a Panamanian company and flying the flag of Mongolia.

Nevertheless, due to long-existing trade tradition, companies from all those exotic jurisdictions invariably prefer English law as the law governing their contracts.

So it is often the case that cargo is actually present in Ukraine while Ukrainian courts have no jurisdiction over it and all the contracts governing the carriage are litigable only in London. Ironically enough, judgments by English courts are virtually unenforceable in Ukraine, as are judgments of most Western countries (see above).

In fact, Ukrainian law is rarely used at all as the governing law of contracts related to ship management, sea carriage and other marine issues. The same can be said of Ukrainian arbitration tribunals as a forum for settlement of maritime claims. The Maritime Arbitration Commission at the Ukrainian Chamber of Commerce and Industry adjudicates no more than 10 cases annually.

There is no need to explain then that specialized knowledge and expertise in admiralty law is rather scarce. This perhaps constitutes the main challenge to a lawyer practicing admiralty in Ukraine. He or she is invariably forced to apply English law in Ukrainian circumstances and even courts, which is not a particularly easy task.





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Conclusion

In conclusion, it is important to note that in the practice of international transportation, every single transaction is often subject to at least four different sets of rules: standard documents which are sometimes products of self-regulation efforts of particular industries, domestic law, international treaties, and the law of at least one foreign country. Since Ukrainian courts and authorities invariably tend to treat domestic Ukrainian law as absolute in transport disputes, it is often the lawyer's main duty to present a different prospective on the issue. We hope that this article serves as an aid in this complex task.



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Annex 10

Draft questionnaire for Training Needs Assessment





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**Application Form
and
Questionnaire for Training Needs Assessment /**

**Freight Forwarder Training Courses FFTC
EUROPEAID/120540/C/SV/MULTI**





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1. Personal Data

Family name(s)*: _____

Given name(s)*: _____

Maiden name, if applicable*: _____

Gender: Female / Male

Place of birth*: _____

Date of birth*: _____

Nationality*: _____

Passport no*: _____

Postal Address: _____

Country: _____

E-mail address: _____

Telephone: _____

Fax: _____

*** Please give names and information exactly as they appear in your passport!**

2. Educational record

Please fill in your educational record*:

Date:	Institution:	Degree(s) or Diploma(s) obtained:

Please indicate whether you have previously followed EU training courses e.g. Certificate of Professional Competence. Please also indicate whether the training you followed was for TRACECA.

*** Please provide copies of diplomas and/or certificates where applicable.**





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3. Language abilities

Language	Speaking			Reading			Writing		
Level of Skill	High	Fair	Poor	High	Fair	Poor	High	Fair	Poor
English									
Russian									

4. Employment record

Name of the organisation that employs you and that is nominating you for the training :

Your current position:

Describe your current tasks and responsibilities:

5. Working experience

Name of each previous employer and a description of your job:

From ... to ...	Name of employer	Your tasks and responsibilities





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6. Motivation

Why do you want to do the course?

What do you hope to achieve for your organization by doing this course?

Which major constraints are your facing in relation to the topics of the course. What would you do to remove them?

Describe your plans for when you return to your organisation. How will you put new skills and knowledge to work?

h

Would you be prepared to give a 15 minutes presentation on a topic relevant to the training programme during the training?

- Yes
- No





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7. Identification of Relevance and Knowledge of Forwarding Topics

Please value how relevant a topic for your work is (or will be) and how you value your knowledge concerning this topic. Mark the suitable levels with "X":

Topic	Relevance			Knowledge		
	High	Medium	Low	High	Medium	Poor
1. International Trade						
<input type="checkbox"/> Seller/buyer contract terms,						
<input type="checkbox"/> Terms of delivery (Incoterms)						
<input type="checkbox"/> Expert/import-documentation						
<input type="checkbox"/> Certificate of origin						
<input type="checkbox"/> Legalised documents						
<input type="checkbox"/> Terms of payment						
<input type="checkbox"/> L/C Letter of credit						
<input type="checkbox"/> COD Cash against documents						
<input type="checkbox"/> Waiver						
2. International organizations in forwarding and trade						
<input type="checkbox"/> ICC, UN ECE, WTO, ISO, UNCTAD, WCO, Worldbank						
<input type="checkbox"/> Functions of FIATA						
<input type="checkbox"/> Functions and management of National Freight forwarder Association						
3. Organisation of the Forwarding Company						
<input type="checkbox"/> Quality Management System ISO 9001						
<input type="checkbox"/> Environmental Management System ISO 14000						
<input type="checkbox"/> Selling of Services, Marketing						
<input type="checkbox"/> Inquiries and booking						
<input type="checkbox"/> Selection of mode of transport and cargo space booking						
<input type="checkbox"/> Monitoring of goods and goods throughout transaction						
<input type="checkbox"/> Invoicing and Credit Policy						
<input type="checkbox"/> Foreign currency conversion						





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Topic	Relevance			Knowledge		
	High	Medium	Low	High	Medium	Poor
<input type="checkbox"/> Cost-Accounting, Profit/Loss						
4. FIATA Documents and forms						
<input type="checkbox"/> FBL FIATA Multimodal Transport Bill of Lading						
<input type="checkbox"/> FWB FIATA Multimodal Transport Waybill						
<input type="checkbox"/> FCR FIATA Forwarders Certificate of Receipt						
<input type="checkbox"/> FCT FIATA Fdwarders Certificate of Transport						
<input type="checkbox"/> FWR FIATA Warehouse Receipt						
<input type="checkbox"/> FFI FIATA Forwarding Instructions						
<input type="checkbox"/> SDT Shippers Declaration for Transport of Dangerous Goods						
<input type="checkbox"/> SIC Shippers Intermodal Weight Certification						
5. Special Transport Services						
<input type="checkbox"/> Consolidation, Groupage services (land,sea,container,air)						
<input type="checkbox"/> Transport of heavy goods and out of gauge cargo						
<input type="checkbox"/> Classified goods						
<input type="checkbox"/> Foodstuffs (liquid and solid)						
<input type="checkbox"/> Temperature controlled cargo						
<input type="checkbox"/> Flowers and plants						
<input type="checkbox"/> Livestock						
6. Packing Requirements						
<input type="checkbox"/> Marking, Weighing, Measuring, Labelling						
7. Sea Transport						
<input type="checkbox"/> Types of Vessels						
<input type="checkbox"/> Hague/Visby-Rules - Hamburg Rules						
<input type="checkbox"/> Affreightment in liner shipping (booking, contracts, liner terms)						
<input type="checkbox"/> Affreightment in charter shipping (contracts, charter terms)						





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Topic	Relevance			Knowledge		
	High	Medium	Low	High	Medium	Poor
<input type="checkbox"/> Bill of Lading						
<input type="checkbox"/> Pricing in sea freight (tariff rates and surcharges)						
<input type="checkbox"/> Geography in sea transport						
8. Multimodal Transport, especially with containers						
<input type="checkbox"/> Multimodal transport contracts and liability						
<input type="checkbox"/> Intermodal handling equipment (piggyback, swap-body, ro/ro, container, terminals)						
<input type="checkbox"/> Container leasing						
<input type="checkbox"/> Types and specification of containers, stuffing & stripping						
<input type="checkbox"/> Pricing of inland and sea freight						
9. Air transport						
<input type="checkbox"/> Liability in air cargo transport (Warsaw convention, Hague protocol, Montreal agreement)						
<input type="checkbox"/> IATA Dangerous Goods Regulation (DGR)						
<input type="checkbox"/> Types of aircrafts and air-pallets						
<input type="checkbox"/> Airwaybill						
<input type="checkbox"/> Calculation of Airfreight						
<input type="checkbox"/> Geography in Air Transport						
10. Road Transport						
<input type="checkbox"/> Legal Requirements (CMR, ADR)						
<input type="checkbox"/> Types of road vehicles						
<input type="checkbox"/> Way Bills and TIR Carnet						
<input type="checkbox"/> Cost calculation and Pricing						
<input type="checkbox"/> Geography in road transport						
11. Rail Transport						
<input type="checkbox"/> Legal Requirements (UIC, COTIF, SMGS, RID)						
<input type="checkbox"/> Types of wagons and loading gauges						
<input type="checkbox"/> Waybills and accompanying documents						





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Topic	Relevance			Knowledge		
	High	Medium	Low	High	Medium	Poor
<input type="checkbox"/> Tariffs						
<input type="checkbox"/> Geography in rail transport						
12. Carriage by Inland Waterways						
<input type="checkbox"/> Legal requirements (conventions, conditions of carriage)						
<input type="checkbox"/> Inland waterway network						
<input type="checkbox"/> Types of ships and barges						
<input type="checkbox"/> Waybills and accompanying documents						
<input type="checkbox"/> Determination of freight charges						
<input type="checkbox"/> Geography of inland waterways						
13. Customs Procedures						
<input type="checkbox"/> Duties and rights of customs administration and the freight forwarder as clearing agent						
<input type="checkbox"/> Structure of national customs tariffs						
<input type="checkbox"/> Calculation of customs duties						
<input type="checkbox"/> National customs procedures (import, export, temporary admission, transit under bond)						
<input type="checkbox"/> Liability of the freight forwarder (in the customs context)						
<input type="checkbox"/> Kyoto Convention						
<input type="checkbox"/> HS Harmonised System						
<input type="checkbox"/> GATT – General Agreement on Tariffs and Trade						
<input type="checkbox"/> ATA Convention						
<input type="checkbox"/> TIR Convention						
14. Logistics						
<input type="checkbox"/> Procurement Logistics						
<input type="checkbox"/> Production Logistics						
<input type="checkbox"/> Distribution Logistics						
<input type="checkbox"/> Supply Chain Management						
<input type="checkbox"/> Value Added Services						
<input type="checkbox"/> Tendering and Logistics Concepts/Projects						





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Topic	Relevance			Knowledge		
	High	Medium	Low	High	Medium	Poor
<input type="checkbox"/> Service level agreements and key performance indicators						
15. Warehousing, Storage and Distribution						
<input type="checkbox"/> Liability of the warehouse operator and the cargo owner						
<input type="checkbox"/> Types of warehouses (private, public, bonded)						
<input type="checkbox"/> Warehouse documents						
<input type="checkbox"/> Construction, Layout and safety						
<input type="checkbox"/> Warehouse charges						
16. Insurance						
<input type="checkbox"/> Liabilities of forwarders and carriers						
<input type="checkbox"/> Liability insurance, risks covered and limitations						
<input type="checkbox"/> Transport insurance, types of coverage						
<input type="checkbox"/> Duties of the freight forwarder in the case of damage						
<input type="checkbox"/> General average (in shipping)						
17. Safety and Dangerous Goods						
<input type="checkbox"/> Safety regulations in warehousing and in transport						
<input type="checkbox"/> Safety in shipping (ISPS-Code)						
<input type="checkbox"/> Freight Security Requirements in Warehouses (TAPA FSR)						
<input type="checkbox"/> Responsibilities of shipper, forwarder and carrier in dangerous goods transport						
<input type="checkbox"/> IATA-DGR, ICAO-TI (air)						
<input type="checkbox"/> IMDG Code (sea)						
<input type="checkbox"/> ADR (road)						
<input type="checkbox"/> RID (rail)						
<input type="checkbox"/> EN 12798						
<input type="checkbox"/> Classification and labelling of dangerous goods						
18. Information & Communication Technologies (ICT) in Forwarding						





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Topic	Relevance			Knowledge		
	High	Medium	Low	High	Medium	Poor
<input type="checkbox"/> Order processing systems						
<input type="checkbox"/> Electronic Data Interchange EDI and Value Added Networks (VAN)						
<input type="checkbox"/> Warehousing administration systems						
<input type="checkbox"/> Barcoding and RFID						
<input type="checkbox"/> E-Commerce-Applications (e.g. freight bookings)						
<input type="checkbox"/> Web-based applications (e.g. application service provider)						
<input type="checkbox"/> Electronic Fund Transfer EFT and E-Payments						
<input type="checkbox"/> Security in ICT						

Remarks:



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8. Declaration and signature

I certify that all answers are true, complete and correct, and that if the candidate is invited to participate in the Training Development course, my organisation will comply with all the formal obligations this entails.

Date: _____

Name (of participant): _____

Name (of organisation): _____

Name (of contact person): _____

Position: _____

Signature and official stamp: _____





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Checklist for Training Needs Assessment

Legislative and institutional framework for Freight Forwarder Training Courses FFTC (see also general questionnaire)

- Which institutions (public/Private) presently undertake training of forwarders?
- Give details of diplomas and other possible qualifications
- Give details of the syllabus for existing examination courses
- Give details of the examination system and examination questions/process
- Is there a system of certification, accreditation or approval for courses and trainers? If so please supply details.
- Are there entry conditions for participants?
- Are there courses offered in the country which are validated by FIATA?
- If so which experiences do exist? (number of participants, results, obstacles, didactical methods, acceptance of diploma in the industry)?

Market information

- Give information on the typical cargo flows from / to and within the country, if possible with statistics (commodities, tonnage, modes of transport)
- Give details about the structure and the size of the forwarding market in the country (road transport, full load / groupage, railfreight, seafreight, airfreight, customs, warehousing, parcel and express services, company sizes in turnover /\$, tons handled and employees) If no data are available please give best estimate.
- What role does intermodal transport play? (e.g. by ISO container or other modes)
- How many people work in the forwarding industry?
- Give estimation of possible number of participants for FIATA Diploma courses
- Please supply addresses and names of managing directors of the main forwarding companies in the country



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