

Multimodal Transport Law
(Pyidaungsu Hluttaw Law No. 3, 2014)
The 1st Waxing day of Tabodwe, 1375 ME
(31st January, 2014)
[Updated: 28.12.2015]
Amending Law

The Pyidaungsu Hluttaw hereby enacts this law.

Chapter I

Title, Enforcement and definitions

1. (a) This law shall be called the **Multimodal Transport Law**.
(B) This Law shall come into force commencing from the date of notification stipulated by the President.
2. The following expressions contained in this Law shall have the meanings given hereunder:
 - (a) **Union Government** means the Union Government of the Republic of the Union of Myanmar.
 - (b) **Multimodal Transport** means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operators to a place designated for delivery situated in a different country.
 - (c) **Modes of Transport** means carriage of goods by road, railway, inland waterway or by sea or by air.
 - (d) **Multimodal transport operator** means any person who has entered into a multimodal transport contract on his own behalf or on his

representative and that person is the responsible person who is implementing the contract, neither as the consignor nor consignee of the multimodal transport services.

- (e) **Carrier** means a person who is engaged in the transport business which is whether or not as the multimodal transport operator in either way of land transport, railway, inland waterway, by sea or by air or other mode of transportation to take responsibility for the whole or part of the transportation route.
- (f) **Consignor** means a person who concludes the multimodal transport contract with a multimodal transport operator.
- (g) **Consignee** means a person entitled to receive the goods mentioned in the multimodal transport document from the multimodal transport operator.
- (h) **Multimodal transport document** means an evidence document issued in accordance with the Multimodal Transport Contract by the multimodal transport operator who is responsible to deliver the goods in accordance with the provisions of the multimodal transport contract to the consignee.
- (i) **Delivery of goods** means any of the followings:
 - (i) the handing over the goods to the consignee; or
 - (ii) the placing the goods at the disposal of the consignee in accordance with the multimodal transport contract or at the place of delivery of the goods referring to the commercial law and the customs of that place;
 - (iii) transfer of goods to the authorized person or other person in accordance with the law or regulations applied at the place of delivery of the goods.

- (j) **Special drawing right unit** means a system of account specifically prescribed for drawing by the rules issued under this Law in accord with the definition of the special drawing right as defined by the International Monetary Fund.
- (k) **Goods** includes any movable property either packed or unpacked and transporting or to be transported which are inclusive of live animal, container or a pallet for transporting or a movable item to be transported with a similar equipment.
- (l) **Package** means any unit of individual goods which is in a bag, a quarter, a half, a barrel, a roll, a basket, a packet, a bundle, a pouch, a box or any other unit of goods that can be counted as a unit separately and can be transported individually.
- (m) **Signed letter** means, in addition to the signed letter, telegram, telex, fax or printed document, records or transcript or broadcasted information which are generated by means of mechanically or electrically and any other contract or equipment intended for this purpose.
- (n) **Registration certificate** means the multi-modal transport operator registration certificate or agent registration certificate issued under this Law.
- (o) **Contract** means a contract in which a multimodal transport operator is liable to pay for the freight and carry out the international multimodal transport method or to implement such provision.
- (p) **Central Body** means the Central Body for Multimodal Transport of Goods formed under this Law.
- (q) **Ministry** means the Ministry of Transport of the Union Government.

- (r) **Registrar** means the Director General of the Department of Marine Transportation or the authorized officer assigned by the Director General to perform the duties of the Registrar.

(Revised 28.12.2015)

Chapter II

Objectives

3. The objectives of this law are as follows:
- (a) To implement the commitments and provisions agreed in the regional agreements and the International Convention regarding the multimodal transport;
 - (b) To facilitate the orderly expansion of international trade through regional and international integration among the multimodal transport operators.
 - (c) To develop the multimodal transport services effectively and efficiently to meet the requirements relating to the international trade;
 - (d) To enable the registration of all transport operators to operate orderly in accordance with the rules and regulations under this Law;
 - (e) To be able to enjoy equitable benefits between consumers and freight forwarders in multimodal transport services and to resolve any problems peacefully;
 - (f) To reduce the difficulties and problems of the process of transporting goods through traditional intermediary countries and to speed up the transportation of goods.

Chapter III
Relevant Application

4. This law shall apply to the following:
 - (a) the Multi-modal transport operators who have registered and obtained the registration certificate from the Central Body under this Law;
 - (b) as specified in the contract by the multimodal transport operator in order to settle the grievances claimed by the lawsuit, if:
 - (i) the place for the taking in charge of the goods by the multimodal transport operator as provided for in the multimodal transport contract, the goods is located in Myanmar and the delivery place of destination is in another contracting country; or
 - (ii) the destination place for delivery of the goods is located in Myanmar and the place of transfer of the goods under the multimodal transport contract of responsibility for the transport of the goods is in the another country.
5. The expressions of the terms of "Multi-modal transport", "Multi-modal transport operator", "contract" and "multimodal freight certificate" in this law shall be deemed to be as the international or regional nature.

Chapter IV
**Formation of the Central Body for Multimodal Transport of Goods and
its duties and rights thereof**

6. The Ministry shall, for the implementation of the provisions of this Law in relation to the multimodal transport business and coordination and scrutinization with relevant local and foreign organizations and individuals, form the Central Boy consisting of appropriate persons and experts from

organizations and private organizations with the approval of the Union Government.

7. The Ministry:

- (a) shall assign a person at the Union level from the Ministry as the Chairman in forming the Central Body under section 6 and the Director General of the Department of Transport Planning shall be assigned as the Secretary;
- (b) may also include the Vice-Chairman and the Joint Secretary in the formation of the Central body;
- (c) may reform the Central Body as may be necessary with the approval of the Union Government.

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8. The duties and rights of the Central Body are as follows:

- (a) guiding and supervising to the relevant departments, organizations, individuals and multi-modal transport operators to implement the objectives and provisions of this Law successfully and submission of recommendations to the Ministry;
- (b) coordinating for the smooth operation of multimodal transportation with the local and foreign authorities, organizations, individuals, multimodal transport operators and carriers, suppliers and recipients;
- (c) issuing registration certificates to multimodal transport operators by prescribing the terms and conditions.
- (d) laying down the administrative order under section 43 of this Law to the person who violates the any provisions and breach the prohibitions prescribed under this Law, rules, notifications and orders or breach of any terms and conditions of the registration certificate;

- (e) monitoring and scrutinizing as may be necessary to the carriers, multimodal transport operators and users whether they comply with this law, rules, notifications, orders, directives and procedures issued under this law and terms and conditions of the registration certificate. In order to do so, an inspection team consisting of a member of the Central Body or a suitable person may be assigned to take responsibilities;
- (f) issuing the license or permission and supervising under the terms and conditions for multimodal transport related logistics services, international transport services and trainings;
- (g) appointing required government staff in accordance with the staff structure to assist in carrying out the functions and duties of the Central Body.
- (h) reporting the activities and performance of the Central Body to the Ministry in accordance with the stipulations;
- (i) carrying out other duties assigned by the Ministry from time to time for the purposes of this Law.

Chapter V

Registration

- 9. (a) A person desirous of operator or operating of multimodal transport business, or a representative of a multinational transport company which is a member of the International Convention or Regional Convention relating to multimodal transport, shall apply to the Central Body in accordance with the stipulations for registration certificate;

- (b) The Central Body may allow or deny to issue the registration certificate after scrutinizing the applications under sub-section (a) in accordance with the stipulations;
 - (c) The Registrar shall, when the Central Body allows under sub-section (b), issue the registration certificate with the prescribed conditions to the applicant after payment of the prescribed registration fee;
10. (a) When the term of the registration expires, the multimodal transport operator who wishes to continue to operate the multimodal transport business, shall apply to the Central Body to renew the registration certificate in accord with the stipulations.
- (b) The Registrar shall, when it is allowed after scrutinizing the application under sub-section (a) by the Central Body, issue the renewal of the registration certificate with the prescribed conditions to the applicant after payment of the prescribed registration fee.

Chapter VI

Issuance of Multimodal Transport Document

11. When the goods are taken in charge by the multimodal transport operator under the contract, he shall issue a multimodal transport document, which mentioning at the option at the consignor, shall be in either negotiable or non-negotiable form.
12. The multimodal transport document shall be signed by the multimodal transport operator or by a person having authority from him as per section 11.
13. The multimodal transport document shall be contained the following particulars:

- (a) the particulars relating to the goods, such as, the general nature of the goods, the marks necessary for the identification of the goods and expression of the statement for the description of the product, whether it is a perishable or hazardous product, the gross weight of the goods or quantity as indicated by the packaging or other components provided by the consignor;
- (b) the apparent condition of the goods;
- (c) the name and principle place of the business (head office) of the multimodal transport operator;
- (d) the name of the consignor;
- (e) the name of consignee given by the consignor;
- (f) the place and date of taking in-charge of the goods under the contract by the multimodal transport operator to be responsible for the transportation of the goods;
- (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 by the parties as per the contract;
- (i) a statement indicating whether the multimodal transport document is negotiable or non-negotiable;
- (j) the place and date of issuance of the multimodal transport document;
- (k) the signature of the multimodal transport operator or a person with the authority given by him;
- (l) the freight for each mode of transport if the parties are expressly agreeing to it, as stated in the agreement, the freight charge or freight, including currency and the type of payment to be paid by the consignee for each mode of transport;

- (m) the intended route of transport, modes of transport and places of trans0shipment if known at the time of issuance of the multimodal transport document;
 - (n) any other statements that do not conflict with the existing laws agreed upon by the Contracting Parties.
14. Although one or more of the provisions of section 13 are not included in the multimodal transport document, if it is in line with the definition of the multimodal transport document under sub-section (h) of section 2, the legal character of the multimodal transport document shall not be affected.
15. (a) Weight of goods printed or reprinted on the multimodal transport certificate in respect of the goods accepted by the multimodal transport operator; Load and calculation; The certificate of carriage of such multimodal freight shall be made visible if it does not contradict the description, such as the container provided by the carrier or other similar terms.
- (b) Proof of the contrary shall not be admissible when the multimodal transport document has been transferred or the equivalent electronic data interchange message has been transmitted to and acknowledged by the consignee who in good faith has relied and acted thereon.

Chapter 7

Duties and Liabilities of a Multimodal Transport Operator

16. The multimodal transport operator shall have the responsibility for the goods for the period in which the time he accepts the goods for delivery till the destination of the goods as per agreement.
17. The multimodal transport operator shall be responsible for the acts and omissions of his/her employees or agent while performing the agreed

duties. In the case of a contractual agreement with another person, he shall be liable for the acts and omissions of that person, as if such acts and omissions were on his own.

18. In order to ensure the delivery of goods, while the following necessary actions shall be taken, the multimodal transport operator:

(a) when the multimodal transport document has been issued in a negotiable form:

(i) The goods shall be delivered to the person who gave the original document of carriage of the goods if it is described as to be delivered "to bearer".

(ii) The goods shall be delivered to the person who provided the true copy of the multimodal transport document if it is described as to be delivered "to order";

(iii) If it is stated with the blank as "in blank", to be delivered to ----- without the name of the person, it shall be done in accordance with the provision of sub-section (2).

(b) when the multimodal transport document has been issued in a non-negotiable form:

(i) if the form made out "to bearer", the goods shall be delivered to the person whose name appears in the multimodal transport document as the consignee upon his identity;

(ii) If it is obtained in written authorization of the consigner, the goods shall be delivered to such person named in such authorization.

(c) when no document has been issued, shall deliver to a person as instructed by the consignor or a person who has acquired the

consignor's or the consignee's rights under the multimodal transport contract to give such instructions.

19. (a) The multimodal transport operator shall have liability for the loss resulting from the damage of the goods, as well as loss resulting from delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in article 7 unless the multimodal transport operator proves that he, his employees or agent or any other person referred to in section 17 took all measures that could reasonably be required to avoid the occurrence and its consequences.
- (b) the multimodal transport operator shall have no liability for loss following from delay in delivery unless the consignor had made a declaration of interest in timely delivery which has been accepted by the multimodal transport operator.
20. Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or in the absence of such agreement, within the time which it would be reasonable to require of a diligent multimodal transport operator who having regard to the circumstances of the case.
21. If the goods have not been delivered within 90 consecutive days following the date of delivery determined in accordance with the preceding section 20, any person entitled to claim the goods may, in the absence of evidence to the contrary, treat the goods as lost.
22. Notwithstanding the provisions of section 19, the multimodal transport operator shall not be liable for loss, damage or delay in delivery with respect to goods carried if he proves that the event, which caused such loss, damage or delay occurred during the carriage, is one or more of the following circumstances:

- (a) act or negligence of the consignor, the consignee or his representative or agent;
 - (b) insufficient or defective packaging, marking or numbering of the goods;
 - (c) handling, loading, unloading, stowage of goods effected by the consignor, the consignee or his representative or agent;
 - (d) inherent or latent defect in the goods itself;
 - (e) strike, lock out, or stoppage, restraints of labour from whatever cause, whether partial or general;
 - (f) act of God or force majeure.
23. The multimodal transport operator shall not, in addition to the conditions contained in section 22, be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterway when such loss, damage or delay during such carriage has been caused by:
- (a) wilful act or negligence or error in navigation or in management of ship whether committed by the master, mariner, pilot or the carrier staffs;
 - (b) fire, unless the fire is caused by the fault or within the privities of the carrier;
 - (c) the multimodal transport operator shall not remain liable for loss, damage or delay in delivery as a result of unseaworthiness of the ship, if the multimodal transport operator can prove that at the beginning of the voyage, he has taken all measures that were required of him in order to keep the ship in seaworthy condition and unseaworthiness of the ship occurs at the sea voyage.
24. Assessment of the compensation for loss of or damage to the goods shall be based and made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in

accordance with the multimodal transport contract, they should have been so delivered.

25. The value of the goods shall be determined by referring to the current commodity exchange price or if there is no such price, referring to the current market price or if there is no reference, referring to the normal value of the similar kind of goods and quality.

Chapter VIII

Limited liability of the Multimodal Transport Operator

26. Unless the nature and value of the goods have been declared by the consignor before the good has been taken in charge by the multimodal transport operator and prescribed in the multimodal transport document, the multimodal transport operator shall, in no event or become liable for any loss or damage to the goods in an amount exceeding the amount of special drawing right imposed by rules issued under this law with reference to the international convention or the regional agreement related to multimodal transport for each package or for the gross weight of the goods loss or damage.
27. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport shall be deemed packages or shipping units. Except aforesaid, such article of transport shall be considered the package or unit.
28. Notwithstanding the provisions of Article 26 and 27 under this law, the the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterway, the liability of the multimodal transport operator shall be limited to an amount not exceeding the amount of special

drawing right for the goods loss or damage with reference to the rules issued under this law comprised by the international convention or the regional agreement related to multimodal transport for each package or for the gross weight of the goods loss or damage.

29. When the loss or damage to the goods occurs during one particular stage of the multimodal transport, in respect of which an applicable international convention or regional agreement would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the multimodal transport operator's liability for such loss or damage shall be determined by reference to the provision of such convention or regional agreement.
30. If the multimodal operator is liable to pay for the loss occurred from delay delivery, or consequential loss or damage other than loss of or damage to the goods, his liability shall be limited to an amount not exceeding the equivalent of the freight under the multimodal transport contract for the multimodal transport.
31. The accumulated liability of the multimodal transport operator shall not be exceeded the limits of obligation to compensate for the loss of the goods.
32. The multimodal transport operator is not entitle to the beenfir of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the multimodal transport operator done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, dmamge or delay would probably result.

Chapter IX

Responsibility and Liability of the Consignor

33. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken in charge by the multimodal transport operator, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and if applicable, to the dangerous character of the goods as furnished by him or on his behalf for insertion in the multimodal transport document.
34. The consignor shall mark or label dangerous goods in accord with the stipulations.
35. Where the consignor hands over dangerous goods to the multimodal transport operator or any person acting on his behalf, the consignor shall inform him of the dangerous character of the goods, and, if necessary, the precautions to be taken. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of their dangerous character:
 - (a) the consignor shall be liable to the multimodal transport operator for all loss resulting from the shipment of such goods;
 - (b) the goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.
36. The provision of section 35 may not be invoked by any person if during the multimodal transport operator has taken the goods in his charge with knowledge of their dangerous character.
37. If, in case where the provisions of sub-section (b) of section 35, do not apply or the provision of section 46 may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or

rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average, or where the multimodal transport operator is liable in accordance with the provisions of section 19, 20 and 21.

38. The consignor shall indemnify the multimodal transport operator against any loss resulting from any inaccuracies in or inadequacies of the particulars referred to, in the preceding sections 33, 34, 35, 36 and 37.
39. The consignor shall remain liable even if the multimodal transport document has been transferred by him.
40. The right of the multimodal transport operator to such indemnity prescribed in sections 38 and 39 shall not limit the liability under the multimodal transport contract to any person other than the consignor.

Chapter X

Notification Request Punishment and time limits

41. (a) Unless the notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing with signature by the consignee to the multimodal transport operator when the goods were handed over to the consignee, such handing-over is prima facie evidence of the delivery by the multimodal transport operator of the goods as described in the multimodal transport document.
- (b) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing with signature is not given within the prescribed period after the day when the goods were handed over to the consignee.

42. According to this law, in the event of sending the notice for any loss or damages, litigation will be proceeded in court and arbitral tribunal, claiming and application under this law, and they shall be in accordance with specific promulgations of any rules, notifications, orders, directives and procedures issued under this Law. Unless such provision is provided, it shall be performed in accord with the provisions in existing laws.

Chapter XI

Taking Administrative Actions

43. The Central Body shall abide by the rules and regulations issued under this Law. Any prohibition, including notices and orders, the following administrative order may be imposed on a multimodal transport operator who violates or fails to comply with any of the terms and conditions of the registration:
- (a) warning and having to pay the prescribed fine;
 - (b) suspension of the registration certificate for a specified period;
 - (c) cancellation of registration certificate.

Chapter XII

Appeal

44. Whoever dissatisfied with the order or decision of denying the application for registration certificate, or administrative order issued by the Central Body may appeal to the Ministry within 60 days from the date of receipt of such order.
45. (a) The Ministry may, after scrutinizing the appeal submitted under section 44, revoke or amend the order issued or dismissed;

- (b) The order or decision issued by the Ministry under sub-section (a) shall be final and conclusive.

Chapter XIII

Jurisdiction

- 46. In judicial proceeding relating to multimodal transport under this law, the plaintiff, at his option, may institute an action in a court which is competent and within the jurisdiction of which is situated one of the following places:
 - (a) the principle place of the business of the plaintiff is located or the habitual residence of the defendant; or
 - (b) the place where the multimodal transport contract was signed, provided that the defendant has a place of business, branch or agency through which the contract was signed; or
 - (c) the place where the goods are taken in charge for the multimodal transport or the place of delivery; or
 - (d) any other place designated in the contract for this purpose and any other place mentioned as an evidence in the multimodal transport document.
- 47. Notwithstanding the provisions contained in section 46, the competent court situated at the place specifically agreed by the parties to institute an action in the agreement made after claim has been arisen, shall have the jurisdiction.
- 48. The settlement of dispute by arbitration procedures at any place mentioned in sub-section (a) to (d) of section 46 under the option of the claimant to settle by means of the arbitration the dispute arising out of the multimodal transport, may be made in accordance with the contract.

49. Notwithstanding in the provisions contained in the existing law in respect of the dispute settlement arisen relating to multimodal transport by arbitrator shall have the right to choose and carry out by which procedure to settle as agreed in the contract.
50. Notwithstanding the provision contained in section 48, after claiming to settle with arbitrator for dispute, it may be settled with arbitrator of the place specified in the agreement concluded by the contracting parties.

Chapter XIV

Offenses and Penalties

51. Whoever carries out as multimodal transport operator without the registration certificate shall, on conviction, be liable to settle a fine of minimum 2.5 million Kyats to a maximum of 15 million Kyats.

Chapter XV

Miscellaneous

52. Unless otherwise provided in this Law, the responsibilities, liabilities, exemptions and limitation of a multimodal transport operator under this Law shall:
 - (a) be applies to the multi-modal transport operator who has obtained the registration certificate;
 - (b) be applied to the agent who has obtained the registration certificate and unless otherwise agreed upon, to the principal of agent.
53. (a) Any stipulation in the multimodal transport document shall be null and void and shall produce no effect if deviates from the provisions of this Law and specifically, if stipulations are made, that are prejudicial to

the consignor or the consignee. Provided, however, such provision shall not affect any other provision of said document;

- (b) Notwithstanding the provisions of duties and liabilities of the multimodal transport operator under Chapter VII, and, of the limitation of liability of the multimodal transport operator claimed in Chapter VII, the multimodal transport operator, however, may, with the consent of the consignor, extend the obligation and obligations in the contract, regardless of the limitations of liability provided in Chapter VIII.
54. The Ministry shall prescribe the registration fee, registration term of period, registration renewal fee, overdue charges, fines, warranty document and other charges and fees under this law.
 55. In the litigation under section 51, if the multimodal transport operator who has been litigated to pay the maximum fine prescribed in section 51 to the Registrar to administer by the Central Body under this section before the final order has been made by the court, the Registrar shall compromise such case from the Court.
 56. The Registrar shall recover the fees, charges and fines which are imposed under this law from the person who fails to pay such fees and fines due under this Law as if they were arrears of income tax.
 57. The Ministry may, in connection with the operation of multimodal transport operation, exempt by prescribing terms and conditions from obtaining the registration certificate under this Law or from imposing the registration fees or other fees or charges to any public organization or individual for purpose of public interest.
 58. Notwithstanding the provisions contained in the Code of Criminal Procedure, any competent judge from the Township Court shall have the power of jurisdiction order to impose the fine prescribed in any offense under this Law.

59. In implementing the provisions contained in this law:

- (a) the Ministry may, with the approval of the Union Government, enact the rules as may be necessary;
- (b) the Ministry and the Central Body may issue the required notifications, orders, directives and procedures as may be necessary;
- (c) the Department of Marine Administration may issue orders and directives as may be necessary.

(Revised 28.12.2015)

I, hereby, sign under the Constitution of the Republic of the Union of Myanmar.

Sd/-

Thein Sein

President

The Republic of the Union of Myanmar