The Government of Republic of the

Union of Myanmar

Ministry of Transport

The Multimodal Transport Law, 2014

Contents

No	Subjects	Pages
1. Chapter I	Title, Enforcement and Definitions	1-3
2. Chapter II	Objectives	3-4
3. Chapter III	Application	4-5
4. Chapter IV	Formation of the Central Body for Multimodal Transport of Goods and Duties and Functions thereof	5-6
5. Chapter V	Registration	6-7
6. Chapter VI	Issuance of Multimodal Transport Document	7-9
7. Chapter VII	Duties and Liabilities of the Multimodal Transport Operator	9-12
8. Chapter VIII	Limitation of Liability of the Multimodal Transport Operator	12-14
9. Chapter IX	Responsibility and Liability of Consignor	14-15
10. Chapter X	Notice, Request, Action and Limitation	15-16
11. Chapter XI	Action under Administrative Process	16
12. Chapter XII	Appeal	16
13. Chapter XIII	Jurisdiction	16-17
14. Chapter XIV	Offence and Penalty	17
15. Chapter XV	Miscellaneous	18-19

The Multimodal Transport Law
(The Pyidaungsu Hluttaw Law No. 3 of 2014)
(The 1st Waxing Day of Tabodwe, 1375 M.E.)

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 operator to a place designated for delivery situated in a different country;

   (c) **Mode of transport** means carriage of goods by road, railway, inland waterway or seaway or airway;

   (d) **Multimodal transport operator** means any person who on his own behalf or through another person acting on his behalf, concludes a multimodal transport contract and who acts as a principal, not as an agent of or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract;

(e) **Carrier** means a person who operates or undertakes to perform the whole carriage, or part thereof, by road, railway, inland waterway, seaway, airway or any other way whether such person is identical with the multimodal transport operator or not;

(f) **Consignor** means the person who concludes the multimodal transport contract with the multimodal transport operator;

(g) **Consignee** means a person who is entitled to receive the goods mentioned in the Multimodal Transport Document from the multimodal transport operator;

(h) **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.

(i) **Delivery of goods** means any of the followings:

(i) the handing over of the goods to the consignee, or

(ii) the placing of the goods at the disposal of the consignee in accordance with the multimodal transport contract or with the law or usage of the particular trade applicable at the place of delivery, or

(iii) the handing over of the goods to an authority or other third party to whom, pursuant to the law or regulations applicable at the place of delivery, the goods must be handed over.

(j) **Special Drawing Right Unit** means the unit of account specifically prescribed for drawing account 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 including living animals whether it is in package or not, and which is carried by containers, pallets or similar articles of transport;

(l) **Package** means any unit of goods carried which is counted as one unit and each unit can separately be carried, such as pack, piece, drum, roll, crate, bale, bundle, pack , box, or any other unit called otherwise;

(m) **In writing with signature** includes, in addition to a letter which is signed, telegram, telex, fax or any other means which prints, records, repeats or transmits messages by mechanical, electronic or any other kind of instrument or apparatus intended for such purposes;

(n) **Registration Certificate** means the registration certificate of multimodal transport operator or of agent issued under this Law;

(o) **Contract** means a contract whereby a multimodal transport operator undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport;

(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 Administration** or the authorized officer assigned duty by the Director General to perform as Registrar.

Chapter II
Objectives

3. The objectives of this Law are as follows:

(a) to implement the provisions contained in international convention and promises contained in regional agreement related to the multimodal transport;

(b) to facilitate the orderly expansion of international trade through regional and international integration among the multimodal transport operators;

(c) to stimulate the development of smooth, economic and efficient multimodal transport services adequate to the requirements of international trade;

(d) to perform orderly operation by the multimodal transport operators in accord with the terms and conditions by making registration under this Law;

(e) to create a balance of interests between users and carriers of multimodal transport services;

(f) to maintain a smooth, swift and efficient transport by reducing problems of transit in taking steps to engage arrangements.

Chapter III
Application

4. This Law shall be applied to the followings:

(a) All multimodal transport operators who have registered and obtained the registration certificate at the Central Body under this law.

(b) All contracts of multimodal transport for the purpose of settling civil claims, 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 is located in Myanmar and the place of delivery destination is in another contracting country;

(ii) the place for delivery of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in Myanmar, and the place for the taking in charge of the goods is in another contracting country.

5. The expressions "**multimodal transport**", "**multimodal transport operator**", "**Contract**" and "**multimodal transport document**" whenever used in this Law

shall be assumed and understood as being international or regional in nature.

Chapter IV
Formation of the Central Body for Multimodal Transport of Goods and Duties and Functions thereof

6. The Ministry shall, in respect of multimodal transport operation form the Central Body for Multimodal Transport of Goods comprising suitable persons and experts from relevant government departments, organization and private organization with the approval of the Union Government in order to implement the provisions contained in this Law, and to collaborate and supervise with the relevant organizations, individuals from local and abroad.

7. The Ministry:

(a) in forming the Central Body as per section 6, shall assign duty to a personnel of Union level from the Ministry as chairman and to the Director General of **the Department of Marine Administration** as secretary.

(b) may also comprise and assign Vice-Chairman and Joint Secretary in forming the Central Body.

(c) may reform the Central Body as may be necessary with the approval of the Union Government.

8. Duties and Functions of the Central Body are as follows:

(a) guiding and supervising to relevant departments, organizations and persons, and multimodal transport operators, and submitting advices to the Ministry in order to implement successfully the objectives and provisions of this law;

(b) coordinating with the authorities, or organizations, persons and multimodal transport operators, carries, consignors and consignees from local and abroad in order to facilitate the multimodal transport;

(c) issuing registration certificate, by prescribing the terms and conditions, to the multimodal transport operator;

(d) passing administrative orders under section 43 to the persons who violates any prohibitions contained in this law and rules, notification and orders issued under this Law or any terms and conditions of registration certificate;

(e) inspecting as may be necessary whether or not carriers, multimodal transport operators and users abide by this Law and rules, notifications, order, directives and procedures issued under this Law. And term and conditions of the registration certificate. In order to do so, assigning duties to inspect team comprising with the member of Central Body or a suitable person;

(f) issuing licence or permission, by determining terms and conditions, for logistics services, and international transport services and training relating to multimodal transport, and supervising them;

(g) appointing required government service personnel in accord with the organization set-up in order to support in carrying out the functions and duties of the Central Body;

(h) submitting reports on the performance of the Central Body in accord with the stipulations to the Ministry;

(i) performing other duties as are assigned from time to time by the Ministry for the purpose of this Law.

Chapter V
Registration

9. (a) The person desirous of operating or operating multimodal transport business as multimodal transport operator or as agent of multimodal transport operator who has obtained registration certificate from any foreign country which is the member of international convention or regional agreement relating to multimodal transport in which the State

is a member shall apply to the Central Body to obtain the registration certificate in accord with the stipulation.

(b) The Central Body may allow or deny to issue registration certificate after scrutinizing the applications submitted under sub-section (a) in accord with the stipulations.

(c) The Registrar shall, when the Central Body allows under sub-section (b), cause the applicant to pay the prescribed registration fees, and issue registration certificate with terms and conditions stipulated to the applicant.

10. (a) When the term of the registration expires, the multimodal transport operator who wishes to continue to work 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, cause the applicant to pay the prescribed fees, renew the registration term in accord with the stipulated terms and conditions.

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 of 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 general nature of the goods; the marks necessary for the identification of the goods; and express statement, if applicable, as to

the dangerous or perishable 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 under the contract;

(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 non-negotiable;

(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 the multimodal transport document is issued;

(n) any other particulars which the parties may agree to insert in the multimodal transport document, if not inconsistent with the existing law where the document is issued.

14. The absence from the multimodal transport document of one or more of the particulars referred to in section 13 shall not affect the legal character of the document as a multimodal transport document defined in sub-section (h) of section 2.

15. (a) The multimodal transport document shall be prima facie evidence of the taking in charge by the multimodal transport operator of the goods as described in that document unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or a similar expression, has been made in the printed text or superimposed on the document.

(b) Proof to 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 VII

Duties and liabilities of the Multimodal Transport Operator

16. The multimodal transport operator shall have the responsibility for the goods under in the period from the time the multimodal transport operator has taken the goods in his charge to the time of their delivery.

17. The multimodal transport operator shall be responsible for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the contract, as if such acts and omissions were his own.

18. In carrying out to perform or to procure the performance of following necessary acts to ensure delivery of the goods, the multimodal transport operator:

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

(i) if the multimodal transport document is issued in negotiable form made out " to bearer", shall undertake to deliver the goods to the person who surrenders any one of the original multimodal transport document to him.

(ii) when the multimodal transport document has been issued in a negotiable form "to order", shall undertake to deliver to the person surrendering one original of the document duly endorsed, or

(iii) when the multimodal transport document has been issued in a negotiable form if such document has been transferred without mentioning the name as "in blank", shall undertake to perform in accord with the provisions contained in above clause (ii).

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

(i) if the multimodal transport document is issued in non-negotiable form made out "to bearer", shall deliver the goods to the person whose name appears in the multimodal transport document as the consignee upon of his identity.

(ii) If it is in obtained the written authorization of the consigner, shall deliver the goods, 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 by 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 be liable for loss resulting from loss of or damage to 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 article7 unless the multimodal transport operator proves that he, his

servants or agents or any other person referred to in section17 took all measures that could reasonably be required to avoid the occurrence and its consequences.

(b) The multimodal transport operator shall not be liable for loss following from delay in delivery unless the consignor has 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, 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 that 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;

(e) strike, lockout, 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 waterways when such loss, damage or delay during such carriage has been caused by:

(a) willful act or negligence or error in navigation or in management of ship whether committed by the master, mariner, pilot or the carriers servants;

(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 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 according to the current commodity exchange price or, if there is no such price, according to the current market price, or if there is no commodity exchange price or current market price, by reference to the normal value to goods of the same kind and quality.

Chapter VIII

Limitation of Liability of the Multimodal Transport Operator

26. Unless the nature and value of the goods have been declared by the consignor before the goods have been taken in charge by the multimodal transport operator and inserted in the multimodal transport document, the

multimodal transport operator shall in no event be 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 lost or damaged .

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 section 26 and 27, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding the amount of special drawing right for the goods lost or damaged with reference to the rules issued under this law composed by the international convention or the regional agreement related to multimodal transport for each package or for the gross weight of the goods lost or damaged .

29. When the loss of or damage to the goods occurred 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 provisions of such convention or regional agreement.

30. If the multimodal transport operator is liable in respect of loss following from delay in 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 aggregate liability of the multimodal transport operator shall not exceed the limits of liability for total loss of the goods.

32. The multimodal transport operator is not entitled to the benefit 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, damage or delay would probably result.

Chapter IX
Responsibility and Liability of 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 provisions of section 35 may not be invoked by any person if during the multimodal transport he has taken the goods in his charge with knowledge of their dangerous character.

37. If, in cases where the provisions of sub-section (b)of section 35 do not apply or the provision of section 36 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 sections 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 in no way limit his liability under the multimodal transport contract to any person other than the consignor.

Chapter X
Notice, Request, Action and Limitation

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. In the event of sending the notice for any loss, filing the suit at the Court and arbitral tribunal, claiming and application under this Law, and they shall be in accordance with specific promulgations of any rules, notification, order, directive

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
Action under Administrative Process

43. The Central Body may pass any of the following administrative order on the multimodal transport operator who fails to comply with any prohibition contained in rules, notification and order issued under this law or in any terms and conditions of registration:

(a) warning and causing to pay prescribed fine;

(b) suspension of registration certificate by prescribing the period;

(c) cancellation of registration certificate;

Chapter XII
Appeal

44. Whoever dissatisfied with the order or decision of denying the application of registration certificate, or administrative order passed by the Central Body may appeal to the Ministry within 60 days from the date of receiving such order.

45. (a) The Ministry may after scrutinizing the appeal case submitted under section 44, dismiss, or cancel or amend such order already passed,

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

Chapter XIII
Jurisdiction

46. In judicial proceedings 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 principal place of business or, the habitual residence of the defendant; or

(b) 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

(c) the place of taking the goods in charge for the multimodal transport or the place of delivery; or

(d) any other place designated for that purpose in the multimodal transport contract and evidenced 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 disputes by arbitration procedures at any place mentioned in sub-sections (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
Offence and Penalty

51. Whoever carries out as multimodal transport operator without registration certificate shall, on conviction, be liable to a fine of minimum 25 hundred thousand kyats to a maximum of 150 hundred thousand kyats.

Chapter XV

Miscellaneous

52. Unless otherwise provided in this Law, responsibilities, liabilities, exemptions and limitation of liability of a multimodal transport operator contained in this Law shall:

(a) be applied to the multimodal transport operator who obtains registration certificate;

(b) be applied to the agent who obtains 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 departs from the provisions of this law and, specifically if stipulations are made that are prejudicial to the consignor or the consignee. This shall not affect the other stipulations contained in the said document.

(b) Notwithstanding the provisions of duties and liability of the multimodal transport operator contained in chapter VII, and, of the limitation of liability of the multimodal transport operator claimed in chapter VIII, the multimodal transport operator may, with the consent of the consignor, increase his responsibilities and obligations.

54. The Ministry shall prescribe the registration fees, registration period of term, 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 pay the maximum fine in section 51 to the registrar to administer by the Central Body for the purpose of this Law before the final order has passed by the Court, the registrar shall compromise such case in 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, charges and fines as if it were an arrears of income tax.

57. The Ministry may, in respect 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 organization or any person for purpose of public interest.

58. Notwithstanding the provisions contained in the Criminal Procedure Code, any competent judge from the Township Court shall have the power of jurisdiction to pass the order the prescribed fine in any offence contained in this Law.

59. In implementing the provisions contained in this Law:

(a) the Ministry may, with the approval of the Union Government, issue rules as may be necessary.

(b) the Ministry and the Central Body may issue notifications, orders, directives and procedures as may be necessary.

(c) **the Department of Marine Administration** may issue orders and directives as may be necessary.

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