

ICAO Fourteenth Meeting of the Facilitation Panel (FALP/14)

United Nations Convention on Negotiable Cargo Documents (2025)

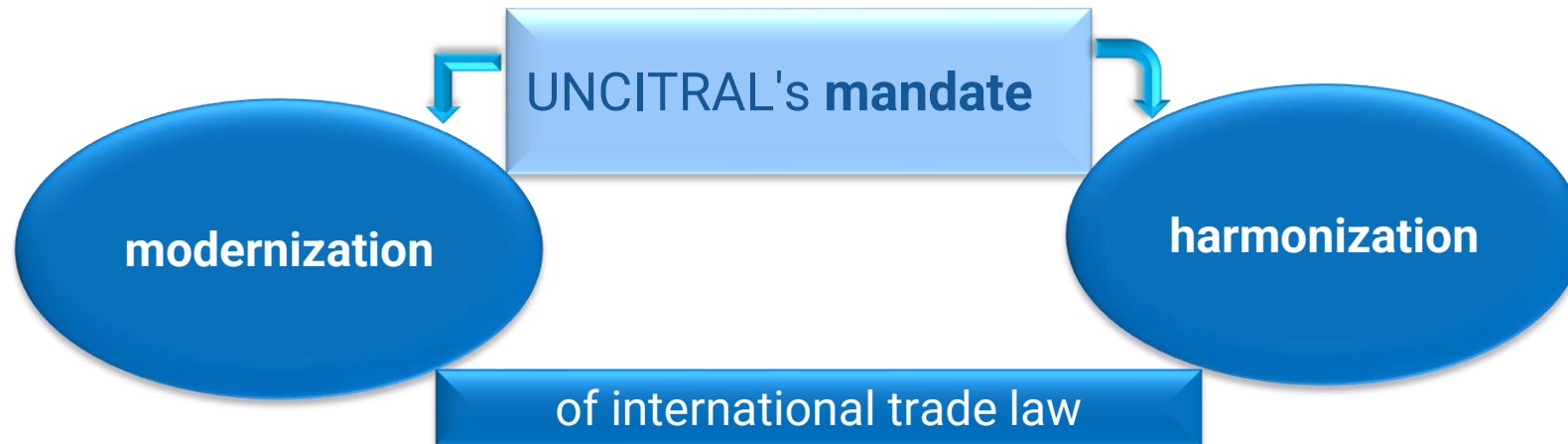
Yanying LI
Legal Officer
UNCITRAL secretariat



WHAT IS UNCITRAL?

The core legal body of the UN system in the field of private international trade/commercial law

Established by the United Nations General Assembly (Resolution 2205 (XXI) of 17 December 1966



General Assembly adopts breakthrough Convention on cargo documents to facilitate global trade

NEW YORK/VIENNA, 16 December (UN Information Service) – The United Nations General Assembly adopted yesterday the United Nations Convention on Negotiable Cargo Documents, a landmark treaty that extends the long-established benefits of maritime bills of lading to all modes of transport. For the first time in history, goods carried by road, rail, air or sea could be represented by a single negotiable document—on paper or in electronic form.

The Convention is intended to make global trade work more smoothly for everyone. It creates a new kind of cargo document for goods being transported, which enables goods to be purchased, sold or used as collateral while in transit. This makes it easier for businesses to get the financing they need, and goods can keep moving regardless of the mode of transport, even when unexpected problems arise.

Because one cargo document can cover the entire trip—from factory to final destination—it cuts down on paperwork, helps shipments move faster through customs, and lowers costs. The Convention also supports the transition to digital trade by allowing these documents to exist in electronic form.

In practice, the new system will help many different players in global supply chains, including in the Global South: small businesses looking for financing, transport and logistics companies coordinating multi-modal journeys, banks and insurers managing risk, digital platforms that process trade data, and governments and customs authorities working to make trade more efficient.

“This adoption closes a long-standing legal gap and makes global trade faster, safer and more accessible, supporting sustainable economic growth,” said Tomasch Kubiak of the International Chamber of Commerce Banking Commission, noting that negotiability can “travel with the goods—whether by road, rail, air or sea”. This is expected to improve cash flow for businesses, including micro-, small- and medium-sized enterprises in the developing world.

Today, maritime transport already allows goods in transit to be traded or used as collateral through **negotiable documents that legally represent the goods**. But for road, rail, and **air** transport, such options have been extremely limited. The new Convention changes this. It enables the use of negotiable cargo documents **across all modes of transport, in paper or electronic format**.



The Convention is expected to benefit international traders, logistics providers (including freight forwarders and maritime, rail, road, and air carriers), banks and other financial institutions, digital service providers, insurance companies and governments (including custom authorities) through:

- ❑ facilitating access to trade finance for businesses, including MSMEs;
- ❑ enhancing flexibility in trade by allowing transport modes to be switched easily in the event of disruptions;
- ❑ complementing efforts to simplify trade processes, reduce transactional costs, and facilitate customs clearance, as a single negotiable cargo document can cover door-to-door transport; and
- ❑ supporting the digital transformation of global trade through dedicated provisions dedicated on electronic negotiable cargo documents.

Industry Testimonies

Shippers

“The flexibility to sell goods in transit to another buyer is becoming an important part of building resilience into supply chains in times of disruption.”

Logistics Providers

“In today’s disrupted world, we see multimodality and flexibility as key and this is why it is crucial that we can have a multimodal transport document that allows for this flexibility”.



How to issue negotiable cargo documents?

- Entirely based on party autonomy.
- If agreed between the transport operator and the consignor, the transport operator (e.g., freight forwarder acting as contractual carrier, maritime carrier) shall issue a negotiable cargo document that contains a **conspicuous reference** to the Convention.


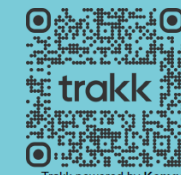
Methods of issuing negotiable cargo documents may include:

- entering an annotation** signed by the transport operator in each original of the transport document; or
- issuing a **stand-alone** negotiable cargo document where no transport document has been issued or where a transport document has been issued and cancelled.




Pilot issuance of negotiable cargo documents by freight forwarders acting as contractual carriers

PAGE 1 OF 3

Consignor [redacted] Associates FZE Office - C1 - 1F - SF1825, Ajman Free Zone Building 1C Ajman United Arab Emirates		FBL 201F58E96EFE3677F spedlogswiss NEGOTIABLE MULTIMODAL TRANSPORT BILL OF LADING ICC	
Consigned to order of [redacted] 2605, X3 Tower, Cluster X, JLT Dubai United Arab Emirates		Issued subject to UNCTAD / ICC Rules for Multimodal Transport Documents (ICC Publication 481). CH Caspian Container Company SA Place de l'Octroi 4, Carouge 1227 Geneva Switzerland info@cccsa.ch	
Notify address Garabogaz, Turkmenistan		Identifiers   Trakk powered by Komgo	
Place of receipt Garabogaz, Turkmenistan		Document registered by FIATA. Verify it	
Ocean vessel	Port of loading Poti, Georgia	Port of discharge Constanta, Romania	Place of delivery Constanta, Romania
Marks and numbers 2000 big bags (1000 kg each)	Number and kind of packages 2,000 Bag	Gross Weight 2,004,000 KG	Measurement 2,778 CBM

PAGE 2 OF 3

		FBL C135642C8A3483620 CIFFA NEGOTIABLE MULTIMODAL TRANSPORT BILL OF LADING ICC		
Issued subject to United Nations Convention on Negotiable Cargo Documents		Issued subject to UNCTAD / ICC Rules for Multimodal Transport Documents (ICC Publication 481). CA		
Marks and numbers	Number and kind of packages 62 62containers,578bags/container	Description of goods feed wheat flour Freight Collect HS CODE 2302300000	Gross Weight 1,612 ton	Measurement 2,170 cbm

Shipper [redacted] Logistics	B/L No. 2000962653 				
Consignee or to order To ORDER OF BANK OF CHINA LTD LIANYUNGANG BRANCH	INTERNATIONAL MULTIMODAL TRANSPORT BILL OF LADING China International Freight Forwarders Association 中国国际货运代理协会国际多式联运提单 issued subject to United Nations Convention on Negotiable Cargo Documents				
Notify party and address [redacted] Chain Management Co., Ltd	Received the Goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document; and 2) assumes liability as prescribed in this document for such transport. In accepting this B/L the Merchant hereby expressly accept and agree to all printed, written or stamped provisions, exceptions and conditions of this B/L, including those on the back hereof. One of the B/L(s) must be surrendered duly endorsed in exchange for the Goods. In Witness whereof the number of original B/L as stated have been signed, one of which being accomplished the other(s) to be void.				
Pre-carriage by by truck					
Mode of transport railway transportation	<table border="1"> <tr> <td> Place of receipt Kostanay </td> <td> Port of loading </td> </tr> <tr> <td> Port of discharge </td> <td> Place of delivery linyi zhubao station </td> </tr> </table>	Place of receipt Kostanay	Port of loading	Port of discharge	Place of delivery linyi zhubao station
Place of receipt Kostanay	Port of loading				
Port of discharge	Place of delivery linyi zhubao station				

PLEASE SEE ATTACHED RIDER FOR DETAILED DESCRIPTION OF GOODS

Contractual clauses

issued under the UN Convention on Negotiable Cargo Documents

according to the declaration of the consignor



Scope of application

The Convention focuses exclusively on the issuance and use of negotiable cargo documents, rather than on the rights and obligations of the parties to the underlying transport contract.

This approach helps ensure that the Convention does **not interfere with existing legal regimes governing carrier liability under applicable transport law conventions (including the Montreal Convention)** but instead complements and operates alongside these established frameworks.



Next steps

A **signing ceremony** will be held in Accra, Ghana on 26 October 2026. Instruments of ratification, acceptance, approval or accession may also be deposited during the ceremony.

The Convention will enter into force **180 days** after the **10th** instrument of ratification, acceptance, approval or accession is deposited.



Homepage	About	Texts and Status	Working Documents	Events and News	Library and Research Resources	Technical Assistance and Coordination	Contact
--------------------------	-----------------------	----------------------------------	-----------------------------------	---------------------------------	--	---	-------------------------

Home » [United Nations Convention on Negotiable Cargo Documents \(New York, 2025\) \(the “Accra Convention on Negotiable Cargo Documents”\)](#)

United Nations Convention on Negotiable Cargo Documents (New York, 2025) (the “Accra Convention on Negotiable Cargo Documents”)

Date of adoption: 15 December 2025

Objective

The United Nations Convention on Negotiable Cargo Documents (the “Convention”) establishes a uniform legal framework governing the issuance and use of negotiable cargo documents (NCDs) – a new type of document of title, in paper or electronic form, that represents goods in transit, regardless of transport mode. The purpose of the Convention is to extend the benefits of negotiable documents beyond maritime transport. By providing clear rules on the issuance and use of NCDs (including their legal effect) as well as on the rights and liability of NCD holders, the Convention aims to facilitate trade finance, enable the sale of goods in transit, promote multimodal transport, and support the digitalization of global trade. In addition, the Convention enables the use of a single NCD covering the entire journey, thereby streamlining documentation, improving operational efficiency, and facilitating customs clearance.

Key provisions

Under the Convention, the basic rule establishing negotiability of NCDs is that the rights provided for in the NCD can be exercised only by the holder (article 7(1)) and will be transferred together with the transfer of the NCD (article 11). In this context, the Convention specifies that an NCD may be transferred either by endorsement and transfer of possession, or by mere transfer of possession if the last endorsement is in blank.

The Convention also establishes the document of title function of NCDs. The issuance and initial transfer of possession of an NCD, as well as any subsequent transfers, to the holder shall have the same effect, for the purpose of acquisition of rights to the goods, as the physical handing over of the goods (article 7(4)). To promote the negotiability of NCDs, the Convention provides the necessary rules on the rights of the holder, which includes the right to demand delivery of the goods at destination (articles 7 and 10), as well as the liability of the holder (article 9). At the same time, it provides for the protection of a third party acting in good faith in reliance on any of the information in the NCD (article 6(3)).

Additional Resources

- [General Assembly resolution 80/162](#)
- [Information flyer \(English only\)](#)
- [Frequently Asked Questions \(English only\)](#)
- [Working Group](#)

[Call for action] UN Convention on Negotiable Cargo Documents

