



# SITPRO

**Simplifying International Trade**

## The Rotterdam Rules A Guide





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**SITPRO's Guide to the  
United Nations Convention on Contracts for the  
International Carriage of Goods Wholly or Partly by Sea  
known as  
'The Rotterdam Rules'**

## **Introduction**

This guide has been written in order to help businesses clarify the issues surrounding the Rotterdam Rules. It is being published in advance of a formal consultation to be launched by the Department for Transport in 2010, which will inform the decision as to whether or not the UK should sign and ratify the Convention.

London is one of the world's leading providers of maritime services. Over 14,000 people are employed in this sector and the UK shipping industry and its employees' overall contribution to UK tax revenues, including direct and multiplier impacts, was £2.9 billion in 2007.<sup>1</sup> The economic impact, therefore, of the possible introduction of Rotterdam Rules is a vital consideration to the UK.

Some elements of the trade suggest that for certain parties in the maritime supply chain the impact may be more severe than for others. The DfT's formal consultation will give all interested parties the opportunity to have their say. SITPRO hopes that this guide will help the trade in its deliberations so that it is able to take part in the consultation from a position of knowledge. Ultimately, this will help to ensure that government makes the right decision for the UK.<sup>2</sup>



<sup>1</sup> Oxford Economics, *The economic contribution of the UK shipping industry in 2007.*, Final Report, February 2009

<sup>2</sup> Although it should be noted that unofficial views prevail within government that if the UK were to ratify the Rotterdam Rules, the economic impact would be negligible.

## Overview of the Rotterdam Rules

The 'United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea' - the Rotterdam Rules - is the result of over a decade of work. This was initiated in response to broad concerns that the current mixture of the Hague Rules, Hague-Visby Rules and Hamburg Rules together with national variations in some jurisdictions, had led to fragmentation of carriage of goods by sea law. Additionally, there was growing recognition that the current regimes failed to embrace the global nature of the modern international trading environment.

The Convention was adopted by the UN General Council in December 2008. Twenty states are required to ratify the Convention before it will come into force (12 months after the twentieth ratification). There are currently twenty-one signatories to the Rotterdam Rules.<sup>3</sup> Whilst this is an indication of which states are likely to ratify the Convention, and be formally bound by it, it should be noted that signature does not equal ratification. Consequently, even though twenty-one states have already become signatories, it is not guaranteed that the Rules will be ratified.

## Current Legal Position

Within the context of English maritime law, the Hague Rules (1924) as amended by the Protocol of 1968 ('Hague-Visby Rules'), are regarded as the central code defining the basic rights and obligations of the parties to a contract for the carriage of goods by sea. The Hague rules, with the Visby amendments have been adopted by most of the major maritime nations.<sup>4</sup>

In the 1970s, the International Maritime Organisation (IMO), United Nations Conference on Trade and Development (UNCTAD) and United Nations Commission on International Trade Law (UNCITRAL) began harmonising regimes covering international maritime and trade law. Subsequently, two attempts were made to introduce new international legislation to govern the subject, namely the United Nations Convention on the Carriage of Goods by Sea 1978 ('The Hamburg Rules'), sponsored by UNCITRAL, and the United Nations Convention on International Multimodal Transport of Goods 1980, sponsored by UNCTAD.

<sup>3</sup> Armenia, Cameroon, Congo, Denmark, France, Gabon, Ghana, Greece, Guinea, Madagascar, Mali, Netherlands, Niger, Nigeria, Norway, Poland, Senegal, Spain, Switzerland, Togo and USA (as at February 2010).

<sup>4</sup> The USA adopted the Hague Rules with minor variations as the Carriage of Goods by Sea Act (COGSA) in 1936 but has not adopted the Visby amendments.

The Hamburg Rules did not come into force until 1st November 1992. Although 34 countries ratified these rules, the lack of adoption by the major maritime nations meant they did not create uniformity. Fewer countries ratified the Multimodal Convention and it has not entered into force.

## **Aims of the Rotterdam Rules**

In their broadest terms, the Rotterdam Rules aim to encourage harmonisation across the multi-faceted and global trading environment of the 21st century. More specifically, they aim to achieve:

### **i. Legal certainty**

In the case of carriage of goods by sea, there are currently three regimes in operation: Hague, Hague-Visby and Hamburg. Some states have not ratified any of them and the interpretation of regimes can vary from country to country. This lack of uniformity has fostered legal uncertainty which can be detrimental to international trade.

### **ii. Clarification of obligations and liabilities of each contracting party**

Though rights of the controlling party, transfer of rights, rights of suit and delivery of the goods have been previously covered to some degree, it was felt that clarity was needed on these issues. Furthermore, there is an ambition to bring in the obligations and liabilities of 'maritime performing parties' within the framework of this new carriage of goods by sea instrument.

### **iii. Modernisation**

Existing Conventions do not give electronic transport documents the functional equivalence of paper-based documentation, nor do they recognise the prevalence of containerisation for the international movement of goods. The Rotterdam Rules aim to address these issues and also incorporate the concept of door-to-door transport arrangements.

## Key provisions of the Rotterdam Rules

Running to 96 Articles, the Rotterdam Rules are more extensive than their predecessors. Listed below are the key provisions and their scope of application.

### Scope of application

The Rotterdam Rules apply between the carrier and the consignee, controlling party or holder to international contracts of carriage which include an international sea leg (Articles 5 and 7). The receipt, loading, discharge or delivery of the goods has to be in a contracting state for the Convention to apply. They are not applicable to charter parties, the liner trade or to contracts for the use of a ship or space on ship (Article 6).

### Period of application, 'maritime plus'

The Rotterdam Rules apply to the entire period the goods are under control of the carrier, i.e. 'door to door' (Article 12) - the period from the time when the carrier or a performing party has received the goods for carriage until the time the goods are delivered to the consignee at the time and location agreed in the contract of carriage. This removes the carrier's ability to take advantage of a system of network liability, which enables different bases of liability depending on what stage the loss or damage occurred at, creating a single liability regime. Since a sea leg is required for the Rotterdam Rules to apply, this has been described as 'maritime plus' rather than being a truly multimodal instrument.

### Extension of carrier's obligations, liabilities, defences and limitations to 'maritime performing parties'

This is a new concept under the Rotterdam Rules. A maritime performing party is a person other than the carrier that performs any of the carrier's obligations directly or indirectly at the carrier's request or under the carrier's supervision or control (Article 19). The latter has to occur during the period between the arrival of the goods at the port of loading (gate in or discharge from inland water carriage) and their departure from the port of discharge (gate out or loading to inland water carriage). In essence, it means that 'port side' parties including terminal operators and stevedores shall be subject to the obligations and liabilities applied to the carrier under the Convention and are entitled to the same defences and limits of liability under certain circumstances. Inland carriers are classed as 'performing parties' not subject to the Convention's provisions.

### Volume contracts

There is freedom to derogate from the Rotterdam Rules in respect of 'volume contracts' covering a series of shipments of specified quantities of goods during an agreed period of time (Article 80). However, the obligations regarding seaworthiness and crewing and

equipping the ship (Article 14(a) and (b)), the provision of information (Article 29), dangerous goods (Article 32), the limits of liability and the loss of the right to limit liability cannot be amended or omitted.

### **Obligations of the carrier - seaworthiness**

The Rotterdam Rules extend the obligation on the carrier to exercise due diligence to make the ship and its holds seaworthy for the entire period the goods are in the control of the carrier, not just at the beginning of the voyage.

### **Obligations of the shipper**

The obligations and liability of the shipper are regulated in much greater detail in the Rotterdam Rules than under previous regimes. Article 27 states that "... the shipper shall deliver the goods in such condition that they will withstand the intended carriage, including their loading, handling, stowing, lashing and securing, and unloading, and that they will not cause harm to persons or property." Additionally, under Article 29, "the shipper shall provide to the carrier... such information, instructions and documents relating to the goods that are not otherwise reasonably available to the carrier". This will allow the carrier to: comply with applicable laws and regulations; compile the contract document; and arrange for the proper handling and carriage of the goods.

### **Limits of liability**

The limits of liability (Article 59) have been extended from those included in pre-existing Conventions. Liability for delay is covered under the Rotterdam Rules (and under the Hamburg Rules) but not under Hague-Visby. The carrier's liability is limited to 875 SDR<sup>5</sup> units per package or 3 SDR units per kilogram of gross weight, whichever is higher. The liability for economic loss due to delay is limited to two and one half times the freight payable on the goods delivered but must be no greater than the limits stated.

### **Time limit for claims**

Article 62 increases the time limit for any claim to two years, commencing on the day on which the carrier has completed delivery of the goods or, if there is no delivery, on the last day on which the goods should have been delivered.

### **Burdens of proof**

The carrier's burden of proof with regard to the condition of the goods when they arrive at

<sup>5</sup> Special Drawing Right. A unit of account of the International Monetary Fund. Its value is based on a basket of four key international currencies. By way of example, at present one SDR is broadly valued at \$1.54.

the port of loading and when they leave the port of discharge has been increased under the Rotterdam Rules. For the carrier to be liable (Article 17(1)), the claimant must prove that loss, damage or delay (of the goods) took place during the period of the carrier's responsibility. This liability may be mitigated in part or in full if the carrier can demonstrate that the cause (or one of the causes) of said loss, damage or delay matches one of the exception(s) listed in Article 17, or is otherwise not attributable to them or their subcontractors, agents or employees. Aside from the Hague-Visby Rules being silent on the initial burden of proof lying with the claimant, in overall terms what is stated in the Rotterdam Rules regarding reversing the burden of proof onto the carrier follows the same lines. The subsequent (third) shift of the burden of proof to the claimant is, however, stated in greater detail under the Rotterdam Rules. On balance this means that under the Rotterdam Rules, the burden of proof is weighted in favour of the claimant.<sup>6</sup>

### Choice of jurisdiction and arbitration

Articles 66-78 contain provisions regarding the choice of jurisdiction and arbitration. There are no such provisions in previous conventions, but it should be noted that the adoption of the jurisdiction provisions by contracting states is optional. The jurisdiction provisions are particularly 'cargo friendly'. In summary, they allow the claimant to bring actions against a maritime performing party in a competent court within a number of jurisdictions: (i) the domicile of the carrier; (ii) the place of receipt, (iii) place of delivery; or (iv) the initial port of loading or port of final destination for the goods. Nevertheless, if the contract of carriage contains an exclusive jurisdiction clause that either clearly designates the courts of one contracting state or one or more specific courts of one Contracting State (Article 67 (1)(b)), or after a dispute has arisen, the parties to the dispute may agree to resolve it in any competent court (Article 72 (1)) this clause shall take precedence.

### Jurisdiction - Volume Contracts

It is possible to have an exclusive jurisdiction clause in a volume contract. Article 67 sets out the criteria that must be met for it to be enforceable. After a dispute has arisen, the parties may agree to resolve it in any competent court. In addition, a competent court will have the ability to hear a case if the defendant does not contest jurisdiction (Article 72).

### Arbitration

The Rotterdam Rules provide for arbitration between the parties. It should be noted though that the Contracting States must specifically 'opt in' to this provision by way of a declaration (Articles 74 and 78).

<sup>6</sup> Francesco Berlingieri, 'A comparative analysis of the Hague-Visby Rules, the Hamburg Rules and the Rotterdam Rules', 2009. Section I. 6. Liability of the carrier and allocation of the burden of proof.

## Controversial Aspects of the Rotterdam Rules

Despite the fact that the text of the Rotterdam Rules has been finalised, the trading community continues to have concerns about the application of the Rules. Debate continues about the inclusion of the following aspects:

### Volume Contracts

Included at the instigation of the United States, the volume contract exemption has probably engendered the greatest concerns among various industry sectors. Its inclusion has meant that the U.S. practice of allowing freedom of contract for the category of transport contracts, often named 'service contracts' continues to have a legal footing.

Critics have argued that if one of the objects of the Rotterdam Rules is to bring back legal uniformity to contracts for the carriage of goods by sea, such an exemption, enabling them to be derogated from almost entirely, should not be allowed. Additionally, the definition that has been adopted for such contracts is so wide that it could potentially include small contracts, in which equal bargaining power is unlikely to exist - even with the limitations provided for.

The impact of this provision could be significant. It is estimated that currently 90% of containerised cargo in the world moves under 'service contracts'.<sup>7</sup> It could therefore be estimated that a similar percentage of cargo will be moved under volume contracts, which could mean that the vast majority of the world's cargo could be shipped in a completely unregulated fashion for the first time since the early 20th century, prior to the introduction of any internationally agreed regulation.

Fears have been expressed by some parties that the inclusion of provisions for volume contracts favour larger shippers to the detriment of small ones. For example, the latter's interests may be prejudiced if they are required to accept less favourable terms than those stated in the Rules, under a volume contract. Although, under Article 80, the shipper has an unqualified right to demand to contract on terms and conditions in accordance with the Rotterdam Rules, in reality smaller shippers may not be able to exercise this right.

<sup>7</sup> MLA, Questions and Answers: Why the MLA needs an open debate concerning the Volume Contracts exception to the proposed Rotterdam Rules.

## The concept of maritime performing parties

The definition of a maritime performing party is found at Article 1(7) of the Rotterdam Rules. "... [A] performing party to the extent that it performs any of the carrier's obligations during the period between the arrival of the goods at the port of loading of a ship and their departure from the port of discharge of a ship." This could include stevedores, ports, terminals, freight forwarders, agents and NVOCCs<sup>8</sup> if they operate in a contracting state. It should be noted that "an inland carrier is a maritime performing party only if it performs or undertakes to perform its services exclusively within a port area".

Article 19 (5) extends the rule adopted in Article 10 of the Hamburg Rules to sub-contractors performing services ashore but within the port areas and provides that a maritime performing party is subject to the obligations and liabilities imposed on the carrier. Although there is the potential for these parties to be sued by the shipper or consignee, they are also entitled to the carrier's defences and limits of liabilities as provided in the Rules.

Those drafting the Rotterdam Rules decided to limit the inclusion of carrier 'subcontractors' to those whose operations can be deemed to be in respect of services rendered at sea or in the ports, thereby incorporating into the Rules the principles on which the 'Himalaya clause' is based.<sup>9</sup> The incorporation of this principle has been criticised in some quarters because it is thought that it would prevent some providers of services, like freight forwarders, from operating under their present freedom of contract. However, the protection afforded by the Rules for matters such as limitation for liability may be greater than they might obtain otherwise, so overall this could be seen as a benefit.

Supporters of the provision also argue that the extension of the application of the provision of the Rotterdam Rules to all persons under the maritime performing party rule ensures uniformity and therefore, by extrapolation, certainty surrounding an issue which is currently left to national laws and also to a freedom of contract (whose limits may vary, in any case, from contract to contract, convention to convention, etc.).

<sup>8</sup> Non Vessel Operating Common Carrier: A shipment consolidator company or freight forwarding firm which does not own any vessel(s) but functions as a 'carrier' by issuing its own bills of lading or air waybills and assumes responsibility for the shipments.

<sup>9</sup> A Himalaya clause is a contractual provision expressed to be for the benefit of a third party who is not party to the contract.

There is a degree of doubt as to whether this is, in fact, a new concept, certainly with regard to the Hamburg Rules since besides regulating the liability of the actual carrier, the Hamburg Rules, similar to the Hague-Visby Rules provide that servants or agents of the carrier against whom an action is brought may avail themselves of the defences and limits of the liability of the carrier. However, unlike the Hague-Visby Rules, they do not provide that the agents may not be independent contractors.

### **Conflict with existing conventions and limited scope**

Article 1 (1) of the Rotterdam Rules states that the contract of carriage means "a contract in which a carrier, against the payment of freight, undertakes to carry goods from one place to another. The contract shall provide for carriage by sea and may provide for carriage by other modes of transport in addition to the sea carriage".

Thus the Rules will not only apply to the international carriage of goods by sea of a door-to-door movement of goods, but also to transportation by other modes preceding or following the maritime segment. This has raised concerns that the Rules could conflict with other uni-modal Conventions and raises doubts regarding which Convention would be applicable in the event of a dispute. It is argued that the Rotterdam Rules could put some shippers in a less favourable position than prior to the introduction of the original Hague Rules.<sup>10</sup>

UNCITRAL has sought to alleviate this concern by providing that, "Nothing in this Convention affects the application of any ... international conventions [governing carriage of goods by air, by road, by rail, by inland waterway]... that regulate the liability of the carrier for loss of or damage to the goods". UNCITRAL believe that this will ensure the Rotterdam Rules will dovetail with existing Conventions and provide cover where no other competing international Convention applies.

It should be noted however, that whilst the operation of Conventions may be protected, general contractual terms and conditions will most likely be of secondary consideration to the Rotterdam Rules. Therefore, from the outset these Rules might fail to create a uniform body of law for the regulation of multimodal transport and could add to the complexity of the existing multimodal transport regimes.

<sup>10</sup> Statement by the European Shippers' Council, March 2009.

## Delivery obligations - without transport documents

In contrast to existing conventions, the Rotterdam Rules contain provisions on the rights and obligations for the parties regarding delivery of the goods after arrival at their destination. These include the obligations of the carrier to deliver the goods and of the consignee to accept delivery. The obligations of the carrier to deliver the goods differ according to the type of transport document (or electronic record) that has been issued. Whereas the other regimes have mandatory application only to negotiable bills of lading, the Rotterdam Rules recognise four types of 'transport' documents which are:

- Sea waybill or straight bill
- Sea waybill or straight bill requiring surrender
- Negotiable bill of lading
- Negotiable bill of lading dispensing with surrender

A key issue with regard to the inclusion of delivery in the Rotterdam Rules pertains to Article 45 "Delivery when no negotiable transport document or electronic transport record is issued" - that is to say when the transport document is a sea waybill or straight bill. It provides, "The carrier shall deliver the goods to the consignee ... The carrier may refuse delivery if the person claiming to be the consignee does not properly identify themselves." Thus the Rules do not specifically require the carrier to ask the consignee to identify himself. Should he ask and the consignee fails to identify himself the carrier is not obliged to refuse delivery, he may still hand the goods over if he so chooses.

According to Debattista<sup>11</sup> this has implications for the seller who may not yet have been paid for the goods and for any bank which may have extended credit on the faith of a sea waybill or straight bill. If the use of these documents has become more widespread in recent years it is on the assumption that although delivery of the goods is not based on surrender of the transport document, unlike the negotiable bill of lading, the carrier will and must take reasonable steps to ensure that the consignee is in fact the consignee. The flexibilities provided for in Article 45 however, weaken that assumption.

More controversial is the inclusion in the Rotterdam Rules of Article 47(2) which sets out the obligations of the parties "if the negotiable transport document or the negotiable electronic transport record expressly states the goods may be delivered without the surrender of the transport document or the electronic transport record". It is important to

<sup>11</sup> Charles Debattista, 'The Goods Carried - who gets them and who controls them?' ICC Annual Trade Conference 2009: Rotterdam Rules

note goods can only be delivered without surrender of the bill of lading if the bill contains a clause to this effect. It should also be noted that the party seeking delivery of the goods under article 47 (2) would still need to identify itself in terms of article 47 (1) as the holder of the negotiable transport document or negotiable electronic transport record.

The recognition, however, by the Rules of the existence of such a document is seen in some quarters, such as the banks, as an attack on the core of the bill of lading as a document of title.<sup>12</sup>



<sup>12</sup> *ibid*

## Opinions on the Rotterdam Rules

Those in favour of the Rotterdam Rules, mainly carriers, large shippers, insurers, maritime lawyers and academics, consider that the Rules will provide necessary legal certainty and uniformity for the international carriage of goods by sea. Although it is recognised that the Convention will increase ship owners' liabilities, this is countered by the fact that it will lead to a uniform global framework of the law in this area. The alternative, regional regimes, would be beset by a lack of legal uniformity and riven with legal uncertainties. This would be compounded by the difficulty of overlapping regimes and individual transport conventions.<sup>13</sup>

It is also recognised that the Rotterdam Rules have incorporated modern business practices such as containerisation, multimodal and door-to-door transport contracts, electronic communication and e-commerce which are not covered under current regimes.

The extension of liabilities under the maritime performing party article has concerned a wide range of stakeholders, principally small to medium-sized shippers, hauliers and freight forwarders, both nationally and internationally. Although the cost implications and the impact of 'unknown parties' being able to bring a claim against them are yet to be quantified, it is anticipated that the Rules could disproportionately benefit larger companies and disrupt the stability of the supply chain.

Additionally, the opt-out clause provided by volume contracts, thereby substantially removing protection for some shippers, may have adverse effects on smaller companies which would struggle to understand the Rules and therefore fail to negotiate effectively with the carriers.

In respect of the regime's limitations, there are some sections in the transport industry which believe that what is needed is a complete multimodal regime. The Rotterdam Rules with their 'maritime plus' provisions are not truly multimodal. The Rules are, in fact, a partial 'network liability system' meaning that mandatory conventions override it but private conditions do not which could lead to conflict with other existing transport Conventions.

<sup>13</sup> UKP&I Club, 'What impact will the Rotterdam Rules have on your liability?' September 2009.

## Current Position of the UK Government on the Rotterdam Rules

The key objective of the UK government is to achieve an internationally agreed and workable regime for carriage of goods by sea that is broadly acceptable to all the commercial parties.<sup>14</sup>

The United Kingdom is not currently a signatory to the Rotterdam Rules and has adopted a neutral position and (as at date of writing), ministers have not reached any decision about whether or how to adopt the new Rules.

The UK government will base its policy position on three key tenets:

- the priorities for the UK are not defined by favour towards cargo or carrier interests;
- common law and the Hague-Visby rules have stood the test of time and have served the UK trading community well. However, any new regime should take account of current and future practices;
- the UK's approach to the Rules should ensure that the UK remains a pre-eminent centre for maritime dispute resolution and an exporter of maritime expertise generally. The UK's approach should also enable the UK's banking, insurance and financial service industries to benefit.

It is the last of these tenets which is viewed as the most critical by the government.

The Department for Transport is the policy holder for the Convention and has set up a stakeholder working group comprising representatives from carrier and cargo interests, legal, banking and insurance sectors, academics and other interested parties. SITPRO is part of this working group and the discussions that have been held at its meetings are reflected in this guide.

A formal consultation process, including an impact assessment, will take place before the UK government takes a decision on the Rotterdam Rules. This will be launched by the DfT in mid 2010.

<sup>14</sup> Paper by Shipping Policy Department, Department for Transport, 1st May 2009. Presented by Malcolm Blake-Lawson to the ICC Transport Group, 29 January 2010.

## Further reading

For further information and to see a copy of the Convention, see the following link:

[http://www.uncitral.org/uncitral/en/uncitral\\_texts/transport\\_goods/2008rotterdam\\_rules.html](http://www.uncitral.org/uncitral/en/uncitral_texts/transport_goods/2008rotterdam_rules.html)

*The Rotterdam Rules*, Anthony Diamond QC. 2008

Francesco Berlingieri, *A comparative analysis of the Hague-Visby Rules, the Hamburg Rules and the Rotterdam Rules*, 2009.

[http://www.uncitral.org/pdf/english/workinggroups/wg\\_3/Berlingieri\\_paper\\_comparing\\_RR\\_Hamb\\_HVR.pdf](http://www.uncitral.org/pdf/english/workinggroups/wg_3/Berlingieri_paper_comparing_RR_Hamb_HVR.pdf)





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