

*Authentic Text and Witness Clause*

DONE at Vienna, this day of eleventh day of April, one thousand nine hundred and eighty, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by the respective Governments, have signed this Convention.

## OVERVIEW

1. The clause quoted above is the final clause of the Convention. It identifies the date and place at which the final text of the Convention was approved (11 April 1980, in Vienna), declares that the text constitutes a “single original” in the six official language of the United Nations, proclaims that the texts in each of these languages “are equally authentic,” and introduces the signatures of the witnesses to the approved text.

## DISCREPANCIES IN THE DIFFERENT LANGUAGE VERSIONS

2. Textual discrepancies among the six different language versions in which the Convention was approved (Arabic, Chinese, English, French, Russian and Spanish), each of which is declared “equally authentic” by the clause quoted above, are possible; differences in shades of meaning among the different language versions are, given the

nature of language, perhaps inevitable.<sup>1</sup> Article 33 of the United Nations Convention on the Law of Treaties (1969), which is entitled “interpretation of treaties authenticated in two or more languages,” addresses how such discrepancies and differences should be resolved should they arise. Article 33 (1) of this Convention affirms the language of the Convention clause quoted above which declares each of the different language versions “equally authentic”: “When a treaty has been authenticated in two or more languages, the text is equally authoritative in each language, unless the treaties provide or the parties agree that, in case of divergence, a particular text shall prevail.” Article 33 (4) of the Law of Treaties Convention addresses the resolution of discrepancies among equally authoritative treaty texts: “Except where a particular text prevails in accordance with paragraph 1, when a comparison of the authentic texts discloses a difference of meaning which the application of articles 31 and 32 [containing rules on the interpretation of treaties] does not remove, the meaning which best reconciles the texts, having regard to the object and purpose of the treaty, shall be adopted.”

<sup>1</sup>The depositary has published rectifications of the authentic Arabic and Russian text versions of the Convention: Depositary notification C.N.862.1998.TREATIES-5 of 19 February 1999 (procès-verbal of rectification of the authentic Arabic text); C.N.233.2000.TREATIES-2 of 27 April 2000 (rectification of the Russian authentic text); and C.N.1075.2000.TREATIES-5 of 1 December 2000 [rectification of the original of the Convention (Arabic authentic text)]. See Federal Arbitration Court for the Northwestern Circuit, Russian Federation, 3 June 2003, English translation available on the Internet at [www.cisg.law.pace.edu](http://www.cisg.law.pace.edu) (because the authentic Russian text of Article 68 CISG as adopted when the text of the Convention was approved did not contain the first sentence of Article 68, the court applied the Russian text as written and held that the risk in respect of goods sold in transit passed from the time the goods were handed over to the carrier who issued the documents embodying the contract of carriage).