



International Federation of
Freight Forwarders Associations

The global voice of freight logistics

A CHARTER FOR PROTECTION AND GOVERNANCE OF DATA IN INTERNATIONAL TRADE



About FIATA

FIATA International Federation of Freight Forwarders Associations is a non-governmental, membership-based organisation representing freight forwarders in some 150 countries. FIATA is a reference source on international policies and regulations governing the freight forwarding and logistics industry. FIATA works at the international level to represent service providers who operate in trade logistics and supply chain management. Through its FIATA documents and forms, congress, training and publications, and engagement with relevant international organisations, it promotes trade facilitation and best practices among the freight forwarding community.

Founded in Vienna, Austria, on 1926, FIATA owes its name to its French acronym (Fédération Internationale des Associations de Transitaires et Assimilés) and is known as 'the global voice of freight logistics'. FIATA is headquartered in Geneva, Switzerland.

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Disclaimer

This document is NOT to be construed as providing any legal advice. FIATA and GSF recommend that readers seek independent legal advice if they have any questions on dealing with their specific circumstances.

This Data Protection and Governance Charter provides general considerations that are of relevance in global trade in the digital age as a basis for risk management and does not include technical advice. It is recommended that readers adjust and implement the recommended measures in accordance with the applicable laws and regulations in their jurisdiction, its corporate structure, business model and risk control requirements in the country or geographic areas where it is operating. FIATA and GSF accept no responsibility for the consequences of the use of the information contained in this document which may be periodically updated.

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We, the undersigned, recognising the importance of secure and responsible data sharing in international trade and transport, and acknowledging the numerous actors involved – including shippers, freight forwarders and logistics providers, vessel operating common carriers, ports, and other parties (“Digital Platform Users”), as well as entities that operate software or digital platforms which process such data (“Digital Platform Operators”) – hereby commit to the principles set out in this Charter.

Acknowledging that the conduct of international trade and transport involves numerous actors, including shippers, freight forwarders and logistics providers, vessel operating common carriers, ports, and other parties. Throughout the course of the transport journey, Digital Platform Users are required to provide various documents and information as part of legal and regulatory procedures, as well as to communicate requirements from service providers. The provision of such information often includes disclosure of personally identifiable information and/or potentially commercially sensitive data.

Noting that the exchange of such information takes place predominantly through paper-based processes. Initiatives are currently in progress to digitalise these processes, in the interests of achieving greater efficiency, security, and trade facilitation.

Recognising that the digital exchange of information raises new considerations regarding the collection, storage, and use of data. As compared to the exchange of paper documents, information supplied through a digital trade or transport application or platform can be stored, analysed, or processed so as to observe trends and other patterns in the shipments to the potential commercial benefit of other parties.

Considering that respect for data privacy and confidentiality is crucial when sharing data digitally. We commit to fostering such trust and to adopting practices that protect the interests of all parties involved. This Charter sets out minimum rights and responsibilities that should be incorporated in User Agreements between Digital Platform Operators and Digital Platform Users.

Acknowledging that this Charter is non-binding and advisory in nature, intended to establish principles and practices to protect the interests of Digital Platform Users in the storage and use of their data. We commit to promoting and using these principles in practice to the extent possible, reviewing them periodically, and adapting them as necessary to remain aligned with future technological and regulatory developments. Any incorporation of these principles into contractual agreements should continue to be subject to legal advice.

By signing this Charter, we endorse these principles and express our shared commitment to transparency, trust, and responsible data governance in international trade.

1. Ownership of data supplied by a Digital Platform User

In transacting trade and transport contracts in digital form, Digital Platform Operators need to present and handle the data of other entities, such as shippers, forwarders, carriers and other commercial parties that identifies some or all of the following features of a shipment:

- The names and contact details of parties to the shipment
- The origin and destination of the shipment
- The nature of the goods being shipped
- The weights and volumes of the goods involved
- The value of the goods
- Other distinguishing features of the goods
- Insurance-related details

Principles

- a. These data are owned by the party originating the shipment (the shipper or the consignor) and supplying the data to the Digital Platform Operator in the first instance.
- b. The inclusion of these data in a digital trade or transport document, does not in itself confer rights of ownership, use, or transfer on any other party, even in an anonymised form.
- c. User agreements for the use of digital transport and trading applications and online platforms should explicitly acknowledge that ownership of data supplied by the Digital Platform User rests with the Digital Platform User unless separately agreed.
- d. Rights to access, use or transfer data supplied by the Digital Platform User should be agreed between the parties in the User Agreement or by a separate agreement.

2. Permission to store, transfer or analyse data supplied by a Digital Platform User

For legal and commercial reasons, data supplied by Digital Platform Users may need to be stored in digital form within a digital application or platform. The accumulation of data over time will constitute a potential source of insight and intelligence on the trading behaviour and patterns of the Digital Platform User, individually and collectively.

Principles

- a. Consistent with the rights of ownership, the use, transfer or analysis of these data should not be undertaken by a Digital Platform Operator and its affiliates without the express consent of the concerned Digital Platform User, either in the User Agreement or by separate agreement.
- b. There should be no presumed right of access or use of the data by Digital Platform Operators and their affiliates, nor should forfeiture of these rights be made a condition of the use of the digital application or platform.
- c. Permission to store data should be limited to a specified period and for specific purposes explicitly stated. Upon expiry of such periods, permission may be renewed by agreement between the parties, or the data should be permanently deleted.

3. Duty of care to protect data supplied by a Digital Platform User

There should be an expectation that the Digital Platform Operator and their affiliates have a duty of care towards the protection and integrity of data provided by Digital Platform Users and that reasonable precautions are taken to prevent the loss, unauthorised access or corruption of the data whilst in the custody of the Digital Platform Operator.

Principles

- a. Digital Platform Operators should employ industry-standard data security and encryption techniques and practices to protect shippers' data against loss or unauthorised access.
- b. Data security and protection practices approved to or compatible with ISO Standard 270001 should be expected
- c. Digital Platform Users should be able to request an inventory of their data stored by the Digital Platform Operator. There should be a point of contact at such platforms/companies to address Digital Platform User data protection concerns and provide necessary clarifications.
- d. All parties who store, transfer, analyse data from Digital Platform User should contract to observe or incorporate by reference applicable legislation and regulations in their terms and conditions.
- e. Any parties contracted by the Digital Platform Operator, who have access to data submitted by Digital Platform Users should also be bound by Confidentiality Obligations for handling the data, which should be provided on request.
- f. All parties who store, transfer, analyse data from Digital Platform Users should hold approved Cybersecurity Insurance with a reputable firm for an agreed amount and provide certificates of validity of such insurance on request.

4. Obligation to report data loss or unauthorised access to relevant Digital Platform User

Should a loss or unauthorised access to Digital Platform Users' data occur, the Digital Platform Operator should be under a contractual obligation to notify the owner(s) of data that a loss or breach of security has occurred, as soon as is practicable and take necessary measures to limit the compromise of data. This is in addition to any notification of statutory agencies that may be required under applicable national laws.

Principles

- a. Notification of the circumstances of data loss or of unauthorised access should be notified to the affected data owners as soon as practicable. Notification of the circumstances of data loss or a security breach should be sufficient to enable Digital Platform Users to identify the data affected and the likely means of access so that they may in turn notify parties identifiable from, or affected by, the lost data.
- b. Rights to compensation for costs or consequential losses arising from a data loss or breach should be agreed and set out in the User Agreement.
- c. Companies processing sensitive and large volumes of data have an obligation to report such events to the relevant government agency and insurer as soon as possible. Digital Platform Users may request inclusion of an indemnity for costs and consequential losses arising from a breach.

5. Obligations for “Big Transport”

The largest companies in supply chains who manage and process data should ensure fair and open digital markets in keeping with obligations applicable to ‘gatekeepers’ of the industry.

Principles

- a. Ensure interoperability between third parties’ data models and the gatekeeper’s own services and systems.
- b. Allow business users to promote their offers and conclude contracts with their customers outside the gatekeeper’s platform.
- c. Provide business users with access to the data generated by their activities on the gatekeeper’s platform.
- d. Use of the data of business users should be prohibited in situations where gatekeepers compete with them on their own platform.

Tracking end users outside of the gatekeeper’s core platform service for the purpose of targeted advertising should be prohibited, in the absence of effective consent.

Organisation

Representative

Signature/Date

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