INTERNATIONAL MARITIME AND TRANSPORT LAW COURSE

COLLOQUIUM ON JUDICIAL SALE OF SHIPS

LEGAL ASPECTS OF DIGITALISATION IN TRANSPORT AND RECENT DEVELOPMENTS OF MARITIME LAW

TRANSPORT LAW DE LEGE FERENDA 2020

HDPP

INTER-UNIVERSITY CENTRE

DUBROVNIK, CROATIA

7 - 9 September 2020.

IUC

INTERNATIONAL MARITIME AND TRANSPORT LAW COURSE

DUBROVNIK, 7 - 9 September 2020

7 September 2020

Dear colleagues and friends,

On behalf of the Croatian Maritime Law Association, we would like to welcome you to the International Maritime and Transport Law Course 2020!

Although we might repeat that the year 2020 has been all about COVID-19, let us not develop another discourse about the "New Normal" nor explain how radically this pandemic has changed the way we communicate and indeed the way we live. Naturally, it has also influenced the format of our IUC Course. After we have become aware that a live event would not be possible, we have been experiencing serious dilemmas - from cancelling the 2020 Course entirely to organizing it as a virtual meeting. Finally, we have agreed to prepare a hybrid event as a compromise solution with two co-ordinators, just a few speakers and several attendees from Croatia on-site at the Inter-University Centre in Dubrovnik and with the majority of speakers and participants from Croatia and other countries connected online by video link.

We have also decided to 'downsize' the total format of the International Maritime and Transport Law Course from a five-day to a three-day event. However, even as only a shorter version of the originally planned week course we hope that event will be a real maritime and transport law fair. It abounds with interesting current topics, and the presenters are high-ranking maritime law experts. Our main idea has been to continue our activities started at the IUC last year by the International and Comparative Maritime Law Conference with the desire to develop it as an annual event in the form of the Course, as a co-operation among academic institutions from Croatia and abroad, and we are particularly pleased that the 2020 programme has included renowned lecturers representing twelve universities from seven countries.

As another feature of the IMTLC, besides its hybrid format, this year's event has adopted a special 'three-in-one' concept. We are glad that our 'maritime and transport law days' will start with the Colloquium dedicated to the current issues connected with the work on the future international instrument on judicial sale of ships. It was originally conceived as a workshop that was planned to be organised last March in Bruxelles during the Croatian Presidency of the Council of the EU but unfortunately, it had to be cancelled due to COVID-19 pandemic. The second part of the Course will deal with various intriguing emerging issues of maritime and transport law, including legal aspects of digitalisation in international transport like legal regime for autonomous vessels and use of electronic documents and blockchain technology. The third component of the IMTLC 2020 will be the TransLawFer – an extraordinary academic event organized by a team of young academic researchers and professors from universities from various countries composed by colleagues Massimiliano Musi, Julia Constantino Chagas Lessa, Wouter Verheyen, Arber Gjeta, Giovanni Pruneddu, Achim Puetz, Mišo Mudrić and Iva Savić.

Since 2013, this event has been organized every year in a different country and always been dedicated to current issues of maritime and transport Law, therefore called “Transport Law de Lege Ferenda”.

Besides the IMTLC programme, in which you may find all the presentations of these three parts of the event, this brochure also contains the short biographical notes of course speakers and abstracts of their presentations. Please have in mind that we have also prepared a special brochure dedicated exclusively to the Colloquium on Judicial Sales of Ships, which contains details on the Colloquium speakers and their abstracts so they are not part of this booklet. However, both e-booklets will be available at the Inter-University Centre website.

We would like to extend our thanks to everyone who has contributed to the preparations of the IUC IMTLC 2020: primarily to our colleague from the Ministry of Justice and Administration Nataša Šarić Maloseja for her perseverance in organising the Colloquium with distinguished speakers from UNCITRAL, CMI, ICS, ITF, IBA, WMU and other organisations, companies and institutions. We are especially grateful to the Vice-President of the Croatian Maritime Law Association Mišo Mudrić, who has contributed with Massimiliano Musi, Achim Puetz and other colleagues from various universities, not only for their vision in launching TransLawFer but also for their determination in keeping its tradition as annual event in spite of the difficulties

Our gratitude also goes to all the presenters and moderators, to all participating academic institutions, as well as to the young attendees, law students and recently graduated lawyers, who obviously share our passion for maritime law. We wish to conclude with expression of our gratitude to the kind staff members of the IUC Secretariat: Nada Bruer Ljubišić, Tomislav Kvesić and Nikolina Vekić for their continuous help and assistance.

Finally, we really hope that the pandemic will be behind us by the next summer and that we will be able to organize the Second International Maritime and Transport Law Course as a splendid on-site event in Dubrovnik in September 2021.

President of Croatian MLA

Gordan Stanković

Secretary General

Igor Vio

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INTERNATIONAL MARITIME AND TRANSPORT LAW COURSE

COLLOQUIUM ON JUDICIAL SALE OF SHIPS

LEGAL ASPECTS OF DIGITALISATION IN TRANSPORT AND RECENT DEVELOPMENTS OF MARITIME LAW

TRANSPORT LAW DE LEGE FERENDA 2020

INTER-UNIVERSITY CENTRE – DUBROVNIK, CROATIA
7 – 9 September 2020.

PARTICIPATING ACADEMIC INSTITUTIONS:

Alma Mater University of Bologna, Italy
Ankara Yildirim Beyazit University, Turkey
Erasmus University, Rotterdam, Netherlands
Jaume I-University, Castellon, Spain
La Sapienza University, Rome, Italy
University Carlos III – Madrid, Spain
University of Ljubljana, Slovenia
University of Rijeka, Croatia
University of Teramo, Italy
University of Zadar, Croatia
University of Zagreb, Croatia
World Maritime University, Malmö, Sweden

PROGRAMME

Monday, 7 September 2020

COLLOQUIUM ON JUDICIAL SALE OF SHIPS

Welcome Addresses *(09:00 – 09:15)*

Nataša Šarić Maloseja (Ministry of Justice of the Republic of Croatia)

Gordan Stanković (Croatian Maritime Law Association)

Session I: What Should Be the Scope and What Definitions Could Be Included in a New UNCITRAL Draft Instrument on the Judicial Sale of Ships? *(09:15 – 10:30)*

Moderator: Nataša Šarić Maloseja

Petar Kragić: General Scope of the Instrument - How to Get a Ratifiable and Functional Convention?

Ann Fenech (CMI): The Scope - to Avoid Chaos and Confusion - The Bright Star Case

José Angelo Estrella Faria (UNCITRAL): Some Aspects of the Current Version of the Draft Instrument: Overlap with the Convention on the Registration of Inland Navigation Vessels and its Protocol No. 2 on the Attachment and Forced Sale of Inland Navigation Vessels; Options for Repositories; Implications of Having Certificates in Electronic Form

Session II: Effects of a Judicial Sale *(10:30 – 11:25)*

Moderator: Mišo Mudrić

Juan Pablo Rodríguez Delgado: The "Clean Title" Effect in the UNCITRAL Draft Instrument on the Judicial Sale of Ships

Harmen Hoek: Material and Formal Aspects of the Dutch Procedure Regarding the Judicial Sale of Ships and its Effects

COFFEE BREAK (11:30 – 12:00)

Session III: Some Legal Aspects of the Judicial Sale *(12:00 – 13:15)*

Moderator: Igor Vio

Laura Carballo Piñeiro: Overlapping with Service of Documents Convention and Other Instruments; the Role of the Notice in a Judicial Sale of Ships

Gordan Stanković: Challenging / Denying Effect to a Foreign Judicial Sale

Merle Stilkenbäumer: Flag State Perspective

Session IV: UNCITRAL Draft Instrument from the Perspective of the Shipping Industry and Seafarers *(13:15 – 14:10)*

Moderator: Petar Kragić

Peter Laurijssen: The UNCITRAL Draft Instrument on the Judicial Sale of Ships - What's in it for the Shipping Industry?

Jonathan Warring (ITF): Ship Arrest from a Seafarers' Perspective

Final Discussion and Conclusions *(14:10 – 14:40)*

WELCOME RECEPTION *(14:45 – 16:00)*

Tuesday, 8 September 2020

LEGAL ASPECTS OF DIGITALISATION IN INTERNATIONAL TRANSPORT

Session I: AUTONOMOUS SHIPS – LEGAL REGIME (09:00 – 11:10)

Chair: Mišo Mudrić

Marija Pijaca: Achievements in the Adjustment of International and National Legal Regulations to the Usage of Autonomous Ships

Fausto Ferreira: Discussing COLREGs for Fully Autonomous Surface Vessels

Alberto Pasino: Marine Autonomous Surface Ships and Collision Regulations – an Italian Perspective

Ceren Cerit Dindar: Autonomous Ships: Carriage of Goods by Sea – Legal Aspects

Juan Pablo Rodríguez Delgado: Unmanned Ships – Civil Liability Issues

Discussion (10:40 – 11:10)

COFFEE BREAK *(11:10 – 11:30)*

Session II: ELECTRONIC DOCUMENTS IN MARITIME AND TRANSPORT LAW (11:30–13:00)

Chair: Marija Pijaca

Patrick Vlačič: Electronic Bill of Lading

Aref Fakhry: Electronic Ship Certificates

Elena Orrù: Blockchain Technology and Smart Contracts in Transportation and International Sales Contracts

Discussion (12:30 – 13:00)

LUNCH *(13:00 – 14:00)*

RECENT DEVELOPMENTS OF MARITIME AND TRANSPORT LAW

Session (14:00 – 15:50)

Chair: Igor Vio

Petar Kragić – Diana Jerolimov: Revision of Rotterdam Rules – Rectify to Ratify

Giovanni Marchiafava: Integration of International Transport Law in the EU Law: The Role of the Court of Justice of the European Union

Axel Luttenberger: Environmental Impact Assessment in Coastal Zone

Zoran Tasić: Force Majeure Clauses in Shipbuilding Contracts

Discussion (15:20 – 15:50)

SIGHTSEEING – Guided Walking Tour of Dubrovnik Old Town (17:00 – 19:00)

Wednesday, 9 September 2020

TRANSPORT LAW DE LEGE FERENDA 2020

Session I: MARITIME LAW – CONTEMPORARY TRENDS (09:00 – 11:00)

Chair: Igor Vio

Massimiliano Musi: Autonomous Vessels in International Conventions and National Laws

Maja Radunović: Maritime Liens in Bankruptcy Proceedings

Albano Gilabert Gascón: Insurance Clauses and Subrogation of the Insurer in the New 'Barecon 2017' Standard Agreement

Pia Rebelo: The 'Greening' of Contracts of Carriage of Goods by Sea

Discussion (10:20 – 10:50)

COFFEE BREAK *(11:00 – 11:30)*

Session II: RECENT DEVELOPMENTS OF TRANSPORT LAW (11:30 – 13:00)

Chair: Zoran Tasić

Achim Puetz: The 'Extraterritorial' Application of European Law in the Field of Air Transport

Ciara Vicente Mampel: The Governance of Rail Infrastructures in the New European Regulatory Framework

Shengnan Jia: The Adoption of the Chinese Civil Code and Its Implications on the Chinese Maritime Code

Discussion (12:30 – 13:00)

Meeting with the Inter-University Centre Executive Secretary (13:00 – 13:30)

LUNCH *(13:30 - 14:30)*

Session III: 'DIGITALISATION ON THE ROAD' – EMERGING LEGAL REGIMES (14:30 - 16:00)

Chair: Mišo Mudrić

Nika Gavrilović: European Legal Framework for Motor Vehicles and the Novelties that EU Regulation 2018/858 on the Approval and Market Surveillance of Motor Vehicles Will Bring

Nikola Klasić: Autonomous Vehicles on the Road from the Perspective of a Manufacturer's Liability for Damage

Lea Paulić: Significance and Aspects of the Digital Platform in Uber`s Business Model

Discussion (15:30 – 16:00)

CLOSING REMARKS (16:00 – 16:15)

COURSE DIRECTORS

Igor Vio, PhD
University of Rijeka
Faculty of Maritime Studies
Rijeka, Croatia

Igor Vio is teaching courses in Maritime Law, Law of the Sea, and Transport Insurance at the University of Rijeka - Faculty of Maritime Studies. As a visiting lecturer he has delivered courses at the IMO IMLI in Malta, IMO IMA in Trieste, and International Ocean Institute at Dalhousie University in Halifax, Canada. His legal education includes LL.B. degree at the University of Rijeka Faculty of Law, LL.M. in Ocean and Coastal Law at the University of Miami School of Law, LL.M. in the Maritime Law and Law of the Sea and Ph.D. degree in Maritime Law from the University of Split Law Faculty. As a UN fellow he spent one year in the United States and worked at the United Nations Office of Legal Affairs in New York City. Dr. Vio has published papers covering various fields of the international law of the sea and maritime law. He was the editor of the volume “Maritime Code of the Republic of Croatia and Recent Developments in the Area of Maritime and Transportation Law” and member of the working group for drafting amendments of the Maritime Code. As an invited speaker he participated with presentations at various national and international conferences. He is the Secretary General of the Croatian Maritime Law Association and a Titulary Member of the CMI.

Mišo Mudrić, PhD
University of Zagreb
Faculty of Law
Zagreb, Croatia

Mišo Mudrić is assistant professor at the Department for Maritime and Transport Law. He serves as an arbitrator at the Permanent Arbitration Court at the Croatian Chamber of Commerce, in domestic and foreign arbitration. He has obtained a PhD degree at the Faculty of Law, University of Hamburg, being a Scholar of the Max Planck Institute for Comparative and International Private Law in Hamburg. He serves as the Secretary General of the Croatian Association of Insurance Law, being a founder of the Association. He serves as the Vice President of Croatian Maritime Law Association. He is the executive editor of the international scientific and expert journal "The International Transport Law Review", Faculty of Law, University of Zagreb. He acts as a member of the CMI Working group on the “Reformulation of the Lex Maritima” and Working group on the “Maritime Law for Unmanned Ships“, Comité Maritime International; Working group on the “Systems for Security Practitioners“, European Commission, Migration and Home Affairs Directorate General, Innovation and Industry for Security, nominated expert, Republic of Croatia; and, Executive Committee and Associate, MARSAFENET project, Cost action IS1105. He has organized and co-organized around 10 international scientific and expert conferences, published over 60 publications (including two author monographies, and two monographies as a chapter author), held lectures at over 40 domestic and international scientific and expert conferences, prepared peer-reviews for a number of domestic and foreign publishers (monographies and journals), acted as a guest editor for domestic publications, and held a number of expert workshops.

COURSE LECTURERS - BIOGRAPHICAL NOTES AND ABSTRACTS

Marija Pijaca, PhD
University of Zadar
Maritime Department
Zadar, Croatia

Marija Pijaca is assistant professor at the Maritime Department of the University in Zadar, Croatia, where she held lectures in several courses in the domain of maritime law and in course of commercial law at the Management Department of the University in Zadar. She graduated from the Faculty of Law of the University of Zagreb and after graduation enrolled in the Postgraduate Scientific Study of "Maritime Law and the Law of the Sea" at the Faculty of Law of the University in Split. During the Postgraduate Studies she showed interest in the majority of courses, especially in the matter of maritime property law. The postgraduate master's degree studies at the Faculty of Law of the University of Split she finished with the thesis: „Contracts on Towing Operation at Sea". She also finished PhD at Faculty of Law of the University of Rijeka with the thesis „Bareboat charter". She lived and worked in London for the British-Croatian Chamber of Commerce. From May 2017 to May 2019 she was an associate of the scientific project of the Adriatic Institute of the Croatian Academy of Science and Arts, titled „Developing a Modern Legal and Insurance Regime for Croatian Marinas – Enhancing Competitiveness, Safety, Security and Marine Environmental Standards – DELICROMAR". She is author and co-author of few scientific papers. Also, she is the author of a scientific monograph titled „Bareboat charter".

ACHIEVEMENTS IN THE ADJUSTMENT OF INTERNATIONAL AND NATIONAL LEGAL REGULATIONS TO THE USAGE OF AUTONOMOUS SHIPS

The use of autonomous ships undoubtedly poses a major challenge for all participants in maritime transport. Therefore, in order for the revolution of autonomous ships to become a reality for large numbers of shippers in both international and national transport, it is necessary to adjust legal regulations to the use of autonomous ships. When speaking of the legal aspects of the use of autonomous ships, we are referring to international conventions and national laws of states that would allow the safe use of such ships. Maritime navigation is legally "covered" by international and national legal sources, therefore, efforts are needed to develop and harmonise the legal regulations concerning the use of autonomous ships at all regulatory levels. In this paper we will demonstrate the scope of international and national legal regulations concerning the use of autonomous ships in order to determine what has been done so far towards the goal of ensuring their unimpeded use. First, we will provide an overview of the results of the research projects MUNIN and AAWA which are among the biggest drivers of the development of autonomous ships. We will present the results of the deliberations of the International Maritime Organisation (IMO), in particular the Maritime Safety Committee, on possible changes and harmonisation of international legal sources to the use of autonomous ships. In particular, the different degrees of ship autonomy according to the IMO are emphasised, after which emphasis is placed on the list of IMO international conventions, which need to be adjusted to some extent to the use of the next generation of ships. In addition, we will also present the national regulation of states that are leaders in the modernisation of their maritime industry, and which have adapted their maritime laws to allow for the unimpeded use of autonomous ships.

Fausto Ferreira, PhD
NATO Science and Technology Organization
Centre for Maritime Research and Experimentation
La Spezia, Italy

Dr. Fausto Ferreira obtained his Master Degree in Electro-technical and Computer Engineering from the Technical University of Lisbon in 2008 and his PhD in Electronic Engineering, Information Technology, Robotics and Telecommunication from the University of Genoa in 2015. He has been working in underwater robotics and computer vision since late 2008 first at the National Research Council of Italy (CNR) and since mid-2014 at NATO STO Centre for Maritime Research and Experimentation (CMRE). During his PhD, he was a J-1 Short-Term Visiting Scholar at University of Miami. In parallel, he has collaborated with the School of Robotics in educational robotics and roboethics. He has been the co-PI and deputy technical director of 7 robotic competitions. He has organized 2 Winter/Summer Schools, 4 Workshops and co-organized 9 sea trials. In December 2018, he earned a Bachelor in Political Science with a thesis on regulatory and liability issues of Autonomous Surface Vehicles. He serves as an Associate Editor of Earthzine. He holds over 40 peer-reviewed publications, including a patent and a book chapter. He served as a reviewer for a total of 14 journals and over 30 conferences. His research interests include computer vision, robotics competitions, educational robotics and maritime law for unmanned marine vehicles.

DISCUSSING COLREGS FOR FULLY AUTONOMOUS SURFACE VESSELS

Autonomous Ships have been receiving increasing attention over the past few years. In the Research & Development sector, Autonomous Surface Vessels (ASVs) have been used for over a decade with different degrees of autonomy. The most advanced ASVs are currently able to safely navigate our seas and mostly respect the International Regulations for Preventing Collisions at Sea 1972 (COLREGs). However, a formal amendment and clarification on how to adapt COLREGs for ASVs is lacking. In this work, we present a use case scenario of a fully autonomous ASV and discuss possible ways of adapting COLREGs for this use case. The analysis and proposal for adaptation are performed both from the legal and technical point of view.

Avv. Alberto Pasino
Zunarelli – Studio Legale Associato
Trieste, Italy

Alberto Pasino graduated from the University of Bologna - Faculty of Law in 1992 with a thesis on "The liability of the sea carrier in container transport", published in 1994. After two years training with Prof. Enzio Volli he joined Zunarelli – Studio Legale Associato in 1995, becoming Resident Partner of the Firm's Trieste Office in 1996. He is currently Senior Partner and member of the Managing Board of the Firm. His main areas of practice are maritime and transport law, commercial law and civil law. He has vast experience in litigation and arbitration with regard to terminal operator liability, multimodal, sea and land transport, international freight forwarding, yachting and building contracts. He is an active member of several associations (AIDIM, as a member of the Executive Committee; Propeller Club - Port of Trieste, as chairman for eight years) and, since 2015, of the Steering Committee of Il Diritto Marittimo. He holds seminars at university and master degree courses on transport and maritime law and international commercial law, and has published articles on those subjects. He has been a member of the committee appointed by the Italian Ministry of Infrastructures and Transport for the drafting of the Italian Yachting Code (D.Lgs. 18.7.2005, n. 171).

MARINE AUTONOMOUS SURFACE SHIPS – APPLICATION OF THE RULES FOR PREVENTING COLLISIONS AT SEA AND LIABILITY FOR COLLISION OF SHIPS

Being addressed to 'every vessel', the ColRegs seem to be neutral with regard to the existence of a crew on board. However, when interpreting them we are faced with the question of how the general rules of good seafaring practice will be concretely applied to autonomous navigation. The analysis of some of the most significant provisions of the regulations (rules 2, 5, 6 and 18) suggests that, while the advent of remote-controlled navigation and autonomous navigation under human control do not seem to impose a radical modification of the COLREGs to allow them to regulate the phenomenon in the future, the same does not seem to be true with regard to fully autonomous navigation, which is currently incompatible with their current formulation. As for the rules governing collisions between ships, while among foreign Scholars it has been argued that the relevant legislation will be able to stand up well against the arrival of autonomous navigation, Italian Scholars have less clear-cut views: some have doubted *tout court* its applicability to remote-controlled ships, while others, even though attributing liability to the owner of the autonomous ship and subjecting it to the relevant regulations laid down by the navigation code, in accordance with the 1910 Brussels Convention, have nevertheless pointed out that, in the face of the full autonomy of artificial intelligence, the collision liability regime must be revised in light of the relationships between the vehicle manufacturer, the supplier of the controlling software and the shipowner who takes on its operation. Such suggestion may find an answer in the work of foreign Scholars, who have observed with regard to autonomous navigation that the identification of new liability rules shifts to the legislative policy level, recognizing the existence of three possible scenarios: the shipowner's strict liability accompanied by the obligation of adequate risk insurance and direct action by the injured party; the strict liability of autonomous vessels and the liability for fault of the IT system developers and of the builders of the autonomous vessels. Therefore, the channelling of collision liability (as well as non-contractual liability) towards the ship does not appear to be of mere technique, but rather of legislative policy: the reference to the vessel's fault contained in art. 3 of the 1910 Brussels Convention and the implicit reference to the common law doctrine of the personification of ships and to its possible corollaries, already explains that in technical terms attributing legal personality to ships through *fictio* is a viable route, albeit distant from the civil law categories and from the continental perception. However, the answer to the consequent question of whether it makes sense to imagine the attribution of liability to an unmanned ship, without this corresponding to a fullness of her autonomy, not so much from a navigational point of view, but rather with regard to the channelling towards her of any interest and activity relating to the operation of the shipping company, lies in the observation of today's social and economic reality, in which such fullness seems neither recognizable nor justified. Therefore, the answer should be negative, appearing at present more appropriate to channel the liability towards the shipowner who assumes the operation of the ship.

Ceren Cerit Dindar, PhD
Ankara Yıldırım Beyazıt University
Ankara, Turkey

Dr. Ceren Cerit Dindar graduated with LLB from Ankara University in 2009. Following her graduation and legal internship period, she was called to Ankara Bar in 2010. She obtained her LLM degree in International Commercial and Maritime Law at Swansea University in 2013 securing a distinction mark in her dissertation. In June 2019, Ceren was awarded the degree of PhD in Charterparties Law by Swansea University remarkably with no corrections following her viva examination. Her PhD research mainly focuses on legal issues concerning delivery and redelivery of the vessel in time charters. Full scholarship was provided by Turkish Ministry of Education for her LLM and PhD studies. She held the position of research assistant at the Institute of International Shipping and Trade Law (IISTL) during her PhD period and played an active role in coordination and organization of colloquiums annually held by IISTL in the field of Maritime Law. Dr. Dindar is currently working at Ankara Yıldırım Beyazıt University, Law Faculty as a lecturer. She teaches transportation and maritime law modules. As a keen public speaker, Ceren has presented papers at various conferences including 1st International Scientific Conference of Maritime Law held at University of Split, 2nd International Transport and Insurance Law Conference (INTRANSLAW Zagreb) and 4th and 6th International Research Seminars in Maritime, Port and Transport Law, organised by the University of Bologna. She has also published several articles in the field of Maritime law in academic journals. Her last article entitled 'The Performance of the Chartered Ship: A Much Clearer Obligation under the NYPE 2015' has published in a special issue of The Journal of International Maritime Law on charterparties. Her research interests lie in charterparties law, shipping law and transportation law.

AUTONOMOUS SHIPS: CARRIAGE OF GOODS BY SEA - LEGAL ASPECTS

There is no doubt that the form of a ship has changed significantly the past few decades. In spite of all the developments and progress made in respect of the ship throughout time, one particular element of it remains constant. That is the existence of crew. The crew have always been on the board of the ship and remained responsible for both the vessel's operation, maintenance as well as navigation and cargo's safety. However, lately it is supported that due to the technological developments of this era, there is no longer need for crew's presence on board of the ship. This belief triggered also the construction of unmanned ships and it is now expected that the world's first fully electric and autonomous container ship, Yara Birkeland, will be launched within the second half of 2020 (at the earliest). The maritime industry is excited about autonomous ships, but also worried due to the uncertainty as whether the current legal regime will be applied to these "new generation" ships. During the past few years, in an effort to cope with the industry's concerns, answers were sought regarding the consideration of an autonomous ship as "ship" and the potential legal status of people working onshore in the vessel's remote control centre. It is not the intention of the author to reconsider the above matters. On the contrary, this paper will focus on the carriage of goods by sea aspect as they apply to autonomous ships. Hence, attention will be drawn on how the shipowner's and charterer's obligations and rights under the contracts of carriage will be affected in relation to the operation of the autonomous ships and to what extent the current contractual framework for carriage of goods needs to be changed, so to comply with the purpose of carriage through the use of autonomous ships.

Prof. Juan Pablo Rodriguez Delgado
Carlos III University
Madrid, Spain

Juan Pablo Rodríguez is Assistant Professor of Commercial Law at *Carlos III University of Madrid* (Spain). He majored in Law and he got a PhD in 2015, for a thesis on the "Period of Responsibility of the sea carrier" (under supervision of Prof. Rafael Illescas and Prof. Manuel Alba). He has been fellow in several research stays, among others, at Tulane University (2010), University of Southampton (2011, 2016), Fordham University (2012), UNIDROIT (2013, 2019) or University of Bologna (2020) and his research has benefited from different grants. His current research interests are in the area of [1] security interests over ships; [2] unmanned vessels and its legal implications in private maritime law; and [3] the UNCITRAL Draft instrument on the judicial sale of ships. Prof. Rodriguez teaches Commercial and Maritime Law, and coordinates several master courses.

He has also been coach of the university team for the past 6 years in the *International Maritime Law Arbitration Moot* organized by Murdoch University (Australia). His publications include the book "El periodo de responsabilidad del porteador en el contrato de transporte marítimo" (2016) and numerous articles and books chapters, primarily in two areas: maritime law and the law of international contracts (*see* https://www.researchgate.net/profile/Juan_Pablo_Rodriguez_Delgado/research).

UNMANNED SHIPS - CIVIL LIABILITY ISSUES

In this presentation, we will briefly look at how unmanned navigation will affect private maritime law. Autonomous navigation has initially focused the attention of the debate on the notion of the ship and the consequences that its introduction should have in the rules on maritime navigation, mainly to ensure that such ships are not discriminated by law. The ideas expressed in this context and the analysis of the implications of this phenomenon, however, have quickly come to reveal that the main changes that must be undertaken in the Law go far beyond the notion of ship (which probably will not be greatly affected), and shall rather focus on the category of seafarers and their scope, as well as, on the legal relationships among the three foundations of the maritime law (the law of the sea, the ship, and the seafarers). It is precisely the last of these terms where the revolution is really about to come. Issues concerning civil liability will have to be considered and dealt with in a number of areas. The following sections will be briefly analysed during the presentation: first, the horizontal legal issues, especially focused on the problems related to the offshore-operator and the master (in case of unmanned ships) and on the different models of articulation of liability for damages from Artificial Intelligence (in case of autonomous ships); and second, the specific civil liability issues, especially focused on (a) Limitation of liability for maritime claims; (b) Civil Liability for Oil Pollution and; (c) Collision liability.

Prof. Patrick Vlačič
University of Ljubljana - Faculty of Maritime Studies and Transport
Portorož, Slovenia

Patrick Vlačič was born in 1970 in Slovenj Gradec in Slovenia. He finished the Faculty of Law of University of Ljubljana, masters, at Faculty of Law of University of Split (Croatia) and PhD again at Faculty of Law in Ljubljana in 2005. He worked at the Supreme Court as a judicial trainee and passed bar exam in 2008. From then to present is a professor at the Faculty for Maritime Studies and Transport of University of Ljubljana. He was also director of small international aerodrome, Aerodrom Portorož d.o.o.. Between 2008 and 2012 he was a Minister of Transport in 9th Government of Republic of Slovenia. At the moment he is assistant professor, and he lectures maritime law, commercial law, civil law, transport law and insurance law. He is also practising law, especially in area of transport and insurance. He is author or co-author of six books and many articles. He is also a musician and plays bass guitar in bands since year 14. He speaks Slovenian, English, Italian, Croatian and Serbian.

ELECTRONIC BILL OF LADING

With the outbreak of Covid-19 the e-commerce gained new momentum in the shipping industry. The human interactions could be diminished by digitalization of the whole what-is-still-in-paper process. The main part of the documentation in maritime transport has already been digitised. One part of the workflow i.e. electronic bill of lading is still not widely accepted by the industry, though. There have been the first providers of electronic bill of lading on the market for over twenty years. Nevertheless there has been no real breakthrough in use of the electronic bill of lading. On one hand, there are many truly effective answers to technical challenges in creation and transfer of bill of lading, especially with the safety that is offered by blockchain. On the other hand, there are some legal challenges that will give some thinking to scholars, courts and practitioners. Besides, there are a lot of interactions, not only B2B (issuer of eBL, first receiver, and person entitled to receive the goods and banks) but also B2A: exporter/importer to customs. These multiple interactions seem to be one of the main obstacles.

Prof. Aref Fakhry
World Maritime University
Malmö, Sweden

Dr. Aref Fakhry is Associate Professor at the World Maritime University in Malmö. He is an experienced educator, adviser and advocate in maritime law and policy. His strengths lie in the areas of shipping, maritime security and marine environmental law. He is currently involved in cross-industry campaigns aimed at tackling corruption in the maritime industry. He is also leading projects in digital maritime applications. Dr. Fakhry is engaged in enhancing maritime interests across the Middle East and North Africa.

ELECTRONIC SHIP CERTIFICATES

At a time when the COVID-19 pandemic has given a further impetus for electronic business worldwide, the IMO has ushered in a gradual switch to digitisation in the daily affairs of ships and ports. This presentation highlights the key legal and policy milestones on the way to digitisation in ship certification. The notion of a ‘ship certificate’ will require some demystifying as it constitutes the cornerstone of the current maritime regulatory framework. Global, regional and national perspectives are drawn upon. Business solutions are sketched. An attempt is made to discuss challenges presented for the maritime legal community.

Prof. Elena Orrù
Alma Mater Studiorum - University of Bologna
Department of Legal Studies
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Elena Orrù is Associate Professor of Maritime and Transportation Law at the Alma Mater Studiorum – University of Bologna, Department of Legal Studies. She graduated in Law *summa cum laude* with a thesis in Transport Law, on "*Anticompetitive behaviours in the port and airport sectors*", for which she received the Paolo Cagnoni Prize 2001/2002 and the Rotary Prize for the Faculties of the University of Bologna 2001/2002. In 2007, she obtained her PhD in European Transportation Law at the University of Bologna, with a thesis on the regime of "*State aids in the aviation sector*". Elena lectures, both in English and in Italian, on International Sale and Shipping Contracts and Public Transport Law at the University of Bologna and in PhD and Master Courses. She currently teaches "International Insurance and Documentary Credit Law", "Marine Insurance Law", "Maritime and Port Law", "Transport Infrastructures Law" and Contract Law. She has been member of several international and national research groups, on topics pertaining to Navigation and Transport Law. She has been Visiting Researcher and Professor at several foreign Universities (VUB, Nordisk Institutt for Sjørett, Westminster University London, UNIRI – University of Rijeka, "Aleksandër Xhuvani" University of Elbasan). Elena is a regular speaker at international and Italian conferences and the author of several books and articles. She is a member of AIDIM – Associazione Italiana di Diritto Marittimo, of AIDINAT – Associazione Italiana di Diritto della Navigazione e dei Trasporti, of I.S.Di.T. - Istituto per lo Studio del Diritto dei Trasporti, of the International Propeller Club, Port of Bologna and a member of the Editorial Boards of the reviews "*Il Diritto Marittimo*", "*Rivista Italiana del Diritto della Navigazione*", "*Rivista Italiana di Diritto del Turismo*", "*Poredbeno pomorsko pravo*" and "*International Transport Law Review*" and of the book series "*Il Diritto Marittimo - Quaderni*".

BLOCKCHAIN TECHNOLOGY AND SMART CONTRACTS IN TRANSPORTATION AND INTERNATIONAL SALES CONTRACTS

Blockchain technology and smart contracts are two key concepts widely spread at the international level in most different sectors, over and above bitcoins. It is not baseless to notice that there is almost no environment where they are ignored by politicians-lawmakers, stakeholders and scholars (just to mention only few). Unfortunately, despite their undisputed great potentials and high usefulness in many contexts, quite often blockchain technology and smart contracts are also referred to improperly, as a «panacea» for any issue arising in contemporary society.

The transportation and international trade sectors are much interested by their application, in particular when dealing with the exchange of information and data during the execution or performance of a contract.

The lecture is meant to introduce, first of all, blockchain technology and smart contracts, clarifying what they are and where their application is useful according to their technical features. Then, it will specifically focus on the transportation (of passengers and goods) and international trade sectors, identifying the actual issues where this kind of technology could be successfully implemented. For this purpose, the current legal issues concerning, in particular, the applicable law at the international, EU and domestic levels will be examined.

Petar Kragić, PhD
Croatian Maritime Law Association
Zadar, Croatia

Petar Kragić obtained LLB, LLM and PhD in maritime law from the Law Faculty of Split University, Croatia, and has spent his 40 years professional career as in house lawyer for the Croatian largest ship owning company and had opportunity of getting experience in all aspects of shipping law. He was the president of the Croatian Maritime Law Association from 2000-2018 and chairman of the legal committee of Croatian Chamber of Shipping, and also Director in a leading international insurance company UK P&I Club 1994 – 2009, in SiGCo (international provider of guarantees for oil pollution liability), and in an international investment fund. Dr. Kragić participated in the CMI drafting committee for the Rotterdam Rules and was a member of the Croatian delegation to the UNCITRAL (including working groups for the Rotterdam Rules and for Judicial Sale of Ships) and ILO. He is the titulary member of the CMI. For a number years he has been a member of the drafting committee for the Croatian maritime law. He is the author of a legal textbook Tanker Charteparties, number of articles on maritime law topics and is involved in writing commentary to the Croatian Maritime Code. He is a regular speaker at maritime law conferences.

Diana Jerolimov, LLB
Croatian Maritime Law Association
Zadar, Croatia

Diana Jerolimov graduated from the Law Faculty of University of Zagreb. She joined the Croatian largest ship owning company where she specialised all aspect of shipping law. Mrs. Jerolimov was president of the Legal Committee of Croatian Chamber of Shipping and a member of working group for drafting Croatian maritime law. She was in the CMI drafting committee for the Rotterdam Rules and a member of the Croatian delegation to UNCITRAL and Croatian shipowners' delegation to ILO. She is a member of the Croatian Maritime Law Association and author of a number of articles on maritime law topics and is a speaker at maritime law conferences. Mrs. Jerolimov is involved in writing commentary to the Croatian Maritime Code.

THE REVISION OF ROTTERDAM RULES - RECTIFY TO RATIFY

The presentation deals with the problem of establishing a carriage of goods by sea convention that will be simple, practical and universally acceptable in order to replace the current operational international regimes of *The Hague Rules*; *The Hague Visby Rules* and *The Hamburg Rules* that operate in parallel contributing to uncertainties in the world trade. The idea is to amend *The Rotterdam Rules* to make them attractive for ratification. Over the past decade only 4 signatories (Cameron, Congo, Togo and Spain), out of 25 have ratified *that convention.* This falls quite short of 20 ratifications required for its entering into force.

The segment HISTORICAL CONTEXT reminds the audience that the mandatory rules for carriage by sea were introduced in 1893 in order to protect the shippers from the unfair contractual terms imposed by the shipowners who – at that time – had an upper hand in negotiating the transportation deals. The same idea has been reverberating throughout all the subsequent international instruments on carriage by sea.

The segment WHO IS LIABLE? (with its sub-segments) analyses liable parties under *The Hague Rules* and the law of bailment and tort, together attempts to protect shipowner's servants and agents by contractual terms, known as *Himalaya clauses*.

The Hague-Visby Rules provided protection to carrier's servants and agents, *not being independent contractors.*

The Hamburg Rules concept of *the actual carrier* is explained through its origin in the aviation conventions.

Drafting history of *The Rotterdam Rules* concept of *performing* and *maritime performing party* has been explained, together with criticism of those concepts put forward by various business associations. Possible outcome and practical difficulties in functioning of *The Rotterdam Rules* ensuing from dragging the third parties into liability regime of *The Rules* are dealt with.

The segment AMENDMENTS explains current situation with respect of *the international liability insurance system* that provides cover to the carriers (including shipowners, time and voyage charterers and ship's managers) which covers 90% of the world's merchant fleet of about 50.000 ships.

The proposal is to adopt *channelling of liability approach* (already included in other maritime conventions), together with *mandatory insurance of cargo liability*. It would result in banning actions *in tort* and *bailment*, but would allow *direct action against the carrier's liability insurer*.

Accordingly, the cargo interest would get a simple and reliable action which would guarantee access to the recovery funds. That might reduce the need for arrest of the ships for the purpose of obtaining security.

On the other side, the carrier's contractors would be allowed to rely on the terms of their service contract (including jurisdiction / arbitration clause) with the carrier (and the respective governing law), which – in any way – is a *res inter alios acta* for the carrier's respective contractual counterparty, i.e. the shipper or the bill of lading holder.

The segment ROTTERDAM RULES – JURISDICTION / ARBITRATION discusses jurisdiction and arbitration rules of that instrument, and under sub-section THE WAY FORWARD proposes a solutions which will recognise jurisdiction and arbitration clauses negotiated by the parties, *with exception for liner trade single contracts*, where an alternative jurisdiction should be made available for the shipper / bill of lading holder, more convenient to the cargo interest than carrier's principle place of business (which is – at the moment – a standard clause in single liner transport contracts).

The world has changed since late 19th century, and the shipowners – in principle – have no upper hand over the shippers. To the contrary, many consignees sue the shipowners in the local courts of the import country which might be biased against the shipowner and/or apply non-standard approach (accepting evidence etc.) producing internationally unacceptable results.

In addition, *The AMENDED ROTTERDAM RULES* could establish an institutional arbitration centre (similar to what *The Convention on the Law of the Sea* did, by establishing *International tribunal for the Law of the Sea* in Hamburg). That institutional arbitration could have procedural rules, its administration, list of arbitrators (with candidates proposed by the contracting states) and possibly several venues for conducting the hearings, which could be agreed by the parties or designated by the arbitration administration when the dispute arise, depending on convenience for arbitrating in each particular case.

The point is, it is not enough to have internationally unified rules on carriage by sea, but a standardised judicial and arbitration practice is needed to insure uniformed interpretation and application of the rules, together with a mechanism for easy recognition and enforcement of the awards.

The suggested amendments combine a modern *claims recovery system* making the existing universally present carrier's liability insurance *mandatory* and *channelling the liability*. That would, in one hand, make recovery much more simple and secure (at the same time respecting *privity* of the service contracts that the carrier enters into with various parties in order to perform its transport obligation); and on the other hand, would respect *lex mercatoria* by giving the jurisdiction to the respectful and trustworthy tribunals.

Prof. Giovanni Marchiafava
"Sapienza" University
Rome, Italy

Prof. Giovanni Marchiafava has been involved in research activities in Transportation Law since 2000. In 2006 awarded a Ph.D. in Transportation Law at "Sapienza" University of Rome, and in 2008 a LL.M. in Maritime Law at the University of Southampton (UK). In 2009-2011 awarded a Research Fellowship at "Sapienza" University of Rome. In 2017 obtained the Associate Professor National Scientific Qualification. Currently lecturer of "Transportation Law (IUS/06)" and academic coordinator of the Jean Monnet Module "Transportation Law and Court of Justice of the European Union" (TLCJEU) at the Department of Legal Sciences, "Sapienza" University of Rome. Author of a monograph, several articles and case notes. In 05-07/2018 and 08-09/2019 visiting researcher at the Centre of European Law, King's College London (UK). In 01/2020 visiting lecturer and researcher at the Centre de Droit Maritime et Océanique, Faculté de Droit, Université de Nantes (FR). Other memberships: 2000, member of the editorial board of the law review, "Diritto dei trasporti" edited by the Faculty of Law, "Sapienza" University of Rome; 2001 and 2003, member of the Transportation Legal Studies Institute (ISDIT) and the Italian Maritime Law Association (AIDIM), respectively; 2017, member of the International Working Group of the Comité Maritime International (CMI) on Cybercrime in Shipping; 2004, member of the Italian Bar Association (Rome).

INTEGRATION OF INTERNATIONAL TRANSPORT LAW IN EU LAW: THE ROLE OF THE COURT OF JUSTICE OF THE EUROPEAN UNION

The lecture is devoted to examining the role of the Court of Justice of the European Union in interpreting provisions of international transport conventions implemented in the European Union. The first part of the lecture aims at analysing the EU external relations regime. The procedure of the implementation of the International law in the European legal system will be also treated. The second part will be dedicated to an overview of the mentioned conventions and their provisions. In the third and last part the impact of activity carried out by the Court on the evolution and harmonization EU Transportation Law process will be considered. In this regard, some recent judgements delivered by the Court will be examined.

Prof. Axel Luttenberger
University of Rijeka
Faculty of Maritime Studies
Rijeka, Croatia

Axel Luttenberger is a full professor with permanent tenure at Faculty of Maritime Studies of the University of Rijeka. He got his Bachelor of Law degree at the University of Rijeka School of Law, and became Master of Law and Doctor of Law at the University of Split Law School. He passed Bar examination and has long lasting practice in marine insurance business as legal attorney and legal advisor. He has experience in local government and government public service having been the City Mayor of Opatija and Member of Croatian Parliament. He has published four books and over hundred academic papers. His main activities are teaching maritime, commercial and environmental law at various university and vocational programmes.

ENVIRONMENTAL IMPACT ASSESSMENT IN COASTAL ZONE

Coastal areas are subject to interventions by property developers in transport and tourism sector. Environmental impact in coastal zone of nautical tourism seaports is significant and that is the reason for developing the system that ensures permanent research and monitoring in order to preserve the environment and ecosystems. Each nautical port has specific sensitivity, operating in a different natural, social, and cultural environment. In order to achieve high level of marine environment protection, it is necessary to take the measures of prudence, prevention, as well as reasonable and rational use of marine natural resources. The best practice commands for the application of precautionary principle, i.e. mitigation should be based on the possibility of a significant impact even though there may not be conclusive evidence that it would occur. That can be achieved through ex-ante assessment of potential significant negative impacts. The presentation elaborates the requirements for ports, yachts and boats in nautical seaports, the environmental impact assessment and screening procedures with a case study, and the action that involves prudent investment. The author is urging for introducing Croatian national regulations that are stricter, aiming to better protect national particularly sensitive areas, since the internationally recognized regulations have their disadvantages and there is still room for improvement. The development must correspond to the demands, complying with governance measures and pollution prevention. Nautical ports projects must be contemplated as a function of the quality of life, well-being of local community, and the preservation of natural and cultural heritage.

Zoran Tasić, LLB
Dedicato Consulting
Zagreb, Croatia

Zoran Tasić is Director of Dedicato Consulting and also acts as a Consultant to the Management Board of Shipbuilding Industry Split, Croatia. After graduating at the Law Faculty in Split Zoran's career has started at the same shipyard where he was involved in export shipbuilding contracts and shipbuilding finance for 8 years. In late 1980s Zoran has joined Shipping Department of Stephenson Harwood, a City of London firm of solicitors where he worked on shipping finance and shipbuilding disputes for 15 years. In 2002 Zoran joined Ince & Co, another City of London firm of solicitors where he worked on shipping related matters for 2 years. Upon return to Croatia he joined Raiffeisenbank Austria d.d. in Zagreb as a Deputy Head of Legal. In 2006 Zoran has formed Banking & Finance team at Zagreb branch of Anglo-Austrian law firm CMS Reich-Rohrwig Hainz, where he spent 10 years being involved in many projects in Croatia financed by international banks. Zoran is a listed Arbitrator in domestic and international disputes at the Croatian Chamber of Commerce. He has spoken at many conferences and written articles on the international finance and shipbuilding matters.

FORCE MAJEURE CLAUSES IN SHIPBUILDING CONTRACTS

Due to epidemic crisis around the world, many shipbuilders are relying on “force majeure” provisions in their contracts in order to seek extensions of delivery dates set out in their contracts. Is that an easy task? Most international shipbuilding contracts are governed by English law. Disputes arising from such contracts are usually referred to LMAA arbitration in London. Unlike European continental laws, English law does not recognise “force majeure” as a doctrine of law. It is entirely up to the builder and the buyer to agree upon the events that are beyond the Builder’s control and could not be foreseen or anticipated before the contract has been executed and which might cause the delays in construction and/or delivery of a vessel. Such events normally include war or warlike events or terrorist attacks or riots or the imposition of embargoes, actions by the government of the builder’s place prohibiting or preventing the builder from proceeding with the shipbuilding, extraordinary weather conditions, strikes, lockouts, explosions, fires, disruptions of power supplies, defects in materials and equipment, etc. Shipbuilding contracts normally require the builder to notify the buyer in writing of the occurrence of such an event. The builder is required to indicate the likely duration thereof and to notify the buyer when the event or events have ceased and about the number of days of delay in the vessel’s delivery (buyers would expect shipyards to advise them of any new, extended delivery date). However, if the builder demands that the contractual delivery date is extended due to occurrence of the “force majeure” event, it will have to prove that the alleged “force majeure” event is a cause of delay in construction of the vessel. It will need to prove that it is in the critical path of delivery of the vessel for a number of days beyond the agreed delivery date. In addition, the builder will need to prove that it has done all it can to avoid or minimise the actual delay in delivery of the vessel.

TRANSPORT LAW DE LEGE FERENDA 2020
SPEAKERS AND ABSTRACTS

Prof. Massimiliano Musi
University of Teramo
Teramo, Italy

Massimiliano Musi is Senior Research Fellow with tenure in Navigation Law at the Faculty of Law of the University of Teramo. In 2017 he obtained the National Scientific Qualification (*Abilitazione Scientifica Nazionale*) to serve as Associate Professor of Navigation Law in Italian Universities. In the academic years 2016/2017 and 2017/2018 he was Adjunct Professor in Air Law at the School of Engineering and Architecture, University of Bologna, Campus of Forlì. He was awarded four Research Fellowships at the *Alma Mater Studiorum* University of Bologna from 2015 to 2018 on the following themes: "*The shipowners' compulsory insurance for maritime claims: problems of coordination between disciplines and possible solutions*" (2018); "*Off-shore platforms, strategic hubs for the production of fossil and renewable energy: comparative perspectives*" (2017); "*The Discipline of Logistics Services in the Transport Sector de Iure Condito et de Iure Condendo*" (2016); "*The Role of the Contractor and of the Policy Holder in the Cargo Insurance Contract*" (2015). He has been named expert both in Maritime Law and in Transport Law at the University of Bologna since 2008, and in September 2012 he was awarded the Ph.D. in European Transport Law. He has also been Lecturer at many higher education courses, Masters and Ph.D. courses and he held some lessons at the European Parliament for the Directorate for Legislative Acts. He has been invited to participate as a speaker in more than 60 national and international Conferences (*inter alia*, in Seoul, Mexico City, London, Bruxelles, Istanbul, Rotterdam, Leuven, Zagreb, Bilbao, Tirana, Torùn, Split, Portoroz, Elbasan, Dubrovnik, Mali Lošinj, Opatija, Benicassim, Naples, Bologna, Ravenna, Catanzaro, Alghero, Castelsardo), over the years he has organized Summer Schools, Conferences and International Research Seminars at the University of Bologna, at Ravenna Campus and at the Port Authority of the Northern Adriatic Sea (Venice and Chioggia) and has taken part in research groups both at international and Italian level. Since 2015 he is Member of the *Associazione Italiana di Diritto Marittimo* (AIDIM) and since 2019 of the *Associazione Italiana di Diritto della Navigazione e dei Trasporti (AIDINAT)*. In November 2015 he was appointed as member of the S*tanding Committee* of the *Y*CMI and of the *Committee for the Ship Nomenclature*, inside the *Comité Maritime International* (CMI), which studies the definition of "ship" in international Conventions in the maritime sector and in the domestic legislation of each Country, in order to find a solution aimed at achieving a greater uniformity at the international level.

AUTONOMOUS VESSELS IN INTERNATIONAL CONVENTIONS AND NATIONAL LAWS

Maritime Law for centuries remained a bastion of stability, given that most of its typical institutes, such as salvage, shipowner's limitation of liability, general averages, bill of lading, charter parties, to name a few, remained substantially the same until today, notwithstanding a world pervaded by incessant changes, due to continuous progress in science and technology. In the last decades, though, we are witnessing a new phenomenon, the appearance of the unmanned and autonomous vessels, which is leading to a deep modification of the perception of what is a ship, never experienced before. Now more than ever, the "*lex maritima*", in order to keep its uniform regulation function, at least of the pivotal institutes, on which it is based, is called upon to resort to a wise balance between flexibility and rigidity. The absolute relevance of the problem and its transnational connotation have prompted European institutions and international organizations to activate *ad hoc* projects and research groups, focusing on solving the difficulties – when present – related to the application of EU discipline and international uniform rules to the new kinds of units. In this context, with the goal to verify whether and to what extent unmanned/autonomous vessels still fall within the scope of application of International Conventions and domestic laws, governing the maritime sector, the presentation will provide a wide and reasoned overview of the definitions of "ship" offered at international and national level, underlining the paramount importance of adopting a flexible and evolutionary approach in their interpretation.

Maja Radunović, LLM
Commercial Court
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Maja Radunović currently works as a judicial advisor in the Commercial Court of Montenegro and as an external advisor to the Ministry of Traffic and Maritime Affaires-Directorate for Maritime Commerce. The areas of her interests are maritime, commercial and bankruptcy law. She obtained her Bachelor and Specialist degree at University of Montenegro – Faculty of Law Podgorica. She undertook LLM studies in International Maritime Law studies at the IMO-IMLI in Malta where she was awarded with the CMI Prize for Best Overall Student. Since then, she has been actively involved in maritime law, both from academic and practical perspective. So far she has undergone numerous trainings, participated in conferences and seminars in the country and abroad, including the IFLOS Summer Academy organized at the International Tribunal for the Law of the Sea in Hamburg and the 2019 CMI Conference in Mexico City. Maja is a NIPPON Foundation Fellow, member of IMLI and IFLOS Alumni groups, member of the Association of Jurists of Montenegro and of the Committee of Young Jurists of Montenegro, where she performs the function of Vice President for Development Policy. At the moment, she is involved into establishing the Montenegrin Maritime Law Association.

MARITIME LIENS IN BANKRUPTCY PROCEEDINGS

Maritime liens (a.k.a. privileges) are commonly defined as privileged claims or charges upon maritime property for service render to it or damage done by it, accruing from the moment of the events out which the cause of action arises and travelling with the property secretively and unconditionally. Enforceability is a main feature of maritime liens, which guarantees their supremacy over other means of satisfaction of the claims.

However, as other commercial subjects, shipowner may also face financial difficulties and insolvency. The bankruptcy of the shipowner will turn all its assets to the bankruptcy estate and therefore subject to judicial sale and distribution to the bankruptcy creditors. At that moment, both Admiralty and Bankruptcy law come into play, but it may be the case that only one regime will be applicable for the satisfaction of creditors having maritime liens on the ship which belongs to a bankruptcy debtor. The conflict results from the fact that maritime and bankruptcy law are often applied in different courts and attract different procedures and the rules for determining secured creditors and their priorities do not usually correspond. In such a situation two categories of secured creditors are distinguished – maritime and bankruptcy creditors, who usually compete with each other.

Montenegrin legal regime does not regulate relation between the two, therefore the situation of bankruptcy of shipowner may cause many legal and practical issues. The purpose of this paper is to reveal conflicting points of current legal regimes, analyse possibilities of their coexistence, as well as to come up with desirable solutions to the conflict of applicable laws in Montenegrin legal practice. The idea behind lies in the need for uniformity of national Laws and practice as the only way for balancing the interests of different creditors and providing their equitable and fair treatment.

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Albano Gilabert graduated in Law from Jaume I-University, Castellon, in 2017, obtaining the outstanding career award. In 2019, he completed his post-graduate studies in Legal Practice and passed the State Examination for Access to the Legal Profession in 2019. Currently, he is a Ph.D. student at Jaume I-University of Castellon under the supervision of Prof. Achim Puetz, preparing his thesis on insurance clauses in shipping contracts. He has so far published two research articles in the Revista de Derecho del Transporte: Terrestre, marítimo, aéreo y multimodal (RDT), one on the subrogation of the marine insurer in the rights of the insured owner against another named insured (2019), and a second one on bareboat charter agreements under the new BARECON 2017 form (2020).

INSURANCE CLAUSES AND SUBROGATION OF THE INSURER IN THE NEW 'BARECON 2017' STANDARD AGREEMENT

In 2017, the majority of the UK Supreme Court held in its judgment in the Gard Marine and Energy v China National Chartering case that, in bareboat charters under the BARECON 89 form, if both the owner and the charterer are jointly insured under a hull policy, the damages caused to the vessel by the charterer cannot be claimed by the insurer by way of subrogation after indemnifying the owner, because the interpretation of the charter party leads to the conclusion that the liability between the parties is excluded. Faced with the Supreme Court's decision, the Baltic and International Maritime Council adopted, only a few months later, a new standard bareboat charter agreement, the BARECON 2017 form, which amends, among other clauses, the one related to insurance. The present paper analyses the new wording of the aforementioned clause, as well as its incidence on the relationship between the parties of both the charter agreement and the insurance contract, as well as its consequences for possible third parties.

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Pia Rebelo is a PhD candidate at the City Law School in London. She obtained her LLB and LLM (Environmental Law) at the University of Cape Town. During her LLM, she participated in an exchange programme at the University of Maryland, USA. She is an admitted attorney in the Cape High Court, South Africa. She has practical experience in the areas of family law, commercial law, High Court and Magistrates Court litigation, and wills and estates. Her real passion, however, lies with environmental issues in the maritime industry and the promotion of international climate change goals. Her current doctoral research looks at both public and private environmental regulation of the maritime sector and aims to analyse policy and legal solutions for green shipping.

THE 'GREENING' OF CONTRACTS OF CARRIAGE OF GOODS BY SEA

Environmental issues are not presently part of the mandatory international regimes governing the contracts of carriage of goods by sea. This is largely due to a traditional understanding that maritime contracts govern liability where one party has been harmed by the irresponsible environmental actions of the other, yet if the marine environment has been simultaneously or solely harmed, then public law regimes deal with the offending behaviour. Therefore contract law serves parties only to the extent that they need to solve disputes amongst themselves – thus negating the need for private green governance in shipping practices. However, this understanding of contract law in isolation from external factors has increasingly begun to show its weaknesses in general business practices. Environmental regulatory efforts and sustainability policies are starting to permeate the ways in which businesses have to 'self-govern' and manage external risks. Shipping firms and cargo owners are no exception as upstream and downstream actors are increasingly concerned with the looming threat of climate change and the promotion of eco-conscious behaviour – all the way from the financier to the consumer. Marine protection has received a mention in respect of a carrier's liability for loss or delays under the Rotterdam Rules, however the current milieu is demanding that environmental factors take centre stage.

This Paper concerns the 'greening' of contracts of carriage by sea and how these formal agreements can become a key mechanism for environmental governance in the shipping sector. It acknowledges that as an initial step, these binding agreements can *control* parties' behaviour for the mitigation of environmental damage through a clear allocation of rights and responsibilities. Yet, the main argument put forth is that contracts of carriage have greater potential to *facilitate* an understanding of the environmental purposes (goal expectation) and green standards of conduct (activity expectation) amongst parties in the shipping community.

Prof. Achim Puetz
Jaume I - University
Castellón, Spain

Achim Puetz obtained his Ph.D. (Law) from Jaume I - University, Castellon (2008), for which he received the outstanding doctorate award. Since September 2018 he is an associate professor of commercial law at Jaume I-University. He has also lectured in degree, Masters and Ph.D. studies in Spain (Complutense University, Madrid; Catholic University of Valencia; European University of Valencia) and abroad (Université Catholique de Lille; Università degli Studi di Cagliari; Universidad de San Carlos de Guatemala; Alma Mater Studiorum – Università di Bologna). He is the author of the monograph "Derecho de vagones. Régimen jurídico-privado de la utilización de vagones de mercancías en tráfico ferroviario" (Madrid, 2012) and has co-authored the volume on Spain of the *International Encyclopædia of Laws – Transport Law* (The Netherlands, 2018). He has also published numerous research articles and contributions to collective works, both in transport matters and in other areas of commercial law (company law and corporate governance, antitrust and unfair competition law, insurance and factoring contract, insolvency law). He currently is the vice-dean of the Degree in Law at Jaume I-University and holds the position of the academic secretary of its Institute for Transport Law (IDT).

THE 'EXTRATERRITORIAL' APPLICATION OF EUROPEAN LAW IN THE FIELD OF AIR TRANSPORT

Air carriers operate, almost by definition, in an international environment. Under different agreements concluded by the EU Member States and by the European institutions themselves, many non-EU airlines offer flights to or from the Union. However, the correlative increase in competition has not only positive effects, *i.e.* a wider offer and more advantageous flight rates. Indeed, the fact that the obligations imposed on —and, in general, the legal conditions applicable to— non-European carriers in their respective countries of origin are different from those that weigh on European airlines frequently leads to situations in which EU and non-EU carriers do not compete on equal terms. The question then is whether and to which extent European legislation, either general or sector-specific, is applicable to non-EU carriers, both in terms of competition law and in its regulatory aspect (notably, in relation to environmental protection). Accordingly, the paper aims at analysing the current state of "extraterritorial" application of European law from different angles. The starting point is a case currently pending before the General Court, where the jurisdiction of the Commission has been challenged precisely for sanctioning non-EU carriers for acts performed outside the Common Market. It also addresses other alternative solutions to tackle with problems related to fair competition in the air sector, especially where, in the absence of a cartel agreement or an alleged abuse of a dominant position in the market, the competition rules in the Treaty do not apply.

Ciara Vicente Mampel, LLB
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Ciara Vicente Mampel is at present a predoctoral fellow in the Framework of a Scholarship granted by Jaume I University of Castellón (Spain). She graduated in Law at Jaume I University in 2015 and completed her postgraduate studies in Legal Practice, passing the State Examination for Access to the Legal Profession in 2017. Simultaneously, she started her PhD in Commercial Law under the supervision of Professor Maria Victoria Petit Lavall, focusing her research on the liberalisation of rail transport. She has also joined the Institute for Transport Law and International Transport Law research group, both at *Jaume I* University, as a research collaborator. In her early years as PhD student, she presented several papers related to her field of research and she has written different articles in scientific reviews and book chapters on rail transport law.

THE GOVERNANCE OF RAIL INFRASTRUCTURES IN THE NEW EUROPEAN REGULATORY FRAMEWORK

One of the core issues of the European railway policy is the effective separation of infrastructure management from the provision of transport services (unbundling). This led to a gradual restructuring of the European rail markets, traditionally characterised by vertically-integrated public monopolies where the State was responsible for the management of the infrastructure and the provision of transport services. Although the organizational structure model employed for that purpose is not the same in the different Member States, the independence of infrastructure managers from railway undertakings must be assured by all of them, in order to grant equal access to the infrastructure. Since the minimum standards to be established by all Member States in the interest of a deeper unbundling of the rail sector have not always been met, a brief review shall be made on the current European and national regulatory framework as regards the new requirements contained therein aims at ensuring the independence of the infrastructure managers.

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Dr Shengnan Jia is a partner in Tahota Law Firm, China (2019 Global 100/The American Lawyer and The Legal 500 Asia Pacific 2019), and a Co-Founding Director of China-Europe Commercial Collaboration Association (CECCA) in London. She received a full scholarship and was awarded the degree of PhD in Commercial Maritime Law by City, University of London. The topic of her thesis is *The Impact of Secured Transactions Law on the Shipowner's Contractual Security in the Chartering Industry: Common and Civil Law Perspectives.* Before pursuing PhD, she obtained her Bachelor of Laws (LL.B) and her first Master of Laws (LL.M.) degree from the Graduate School of the Chinese Academy of Social Sciences, majoring in Civil Commercial Law in China. In addition, she completed a second Master's (LL.M.) degree from Lund University and World Maritime University in Sweden, studying toward a combined degree in Maritime Law in 2013. She is author of *Interim Remedies under English Law and Chinese Law*, and many articles on maritime law. She has been involved in many academic activities including organizing CECCA's annual conference, founding CECCA's monthly newsletter in English and weekly newsletter in Chinese and presenting papers in many conferences organised by well-known universities, such as University of Bologna, University of Basque Country. Apart from the Academic career, Shengnan has served as a lawyer and partner in Beijing, specializing in commercial and maritime cases. During her practice, she has been involved in some important and complex litigation cases in the Supreme Court of P.R. of China. As an expert witness, she has been invited by international law firms to submit the expert witness opinion on Chinese commercial law in London. She is a member of China Maritime Law Association, a supporting member of London Maritime Arbitrators Association (LMAA), an Arbitrator of Caspian Arbitration Society (CAS) in Geneva.

THE ADOPTION OF CHINESE CIVIL CODE (CCC) AND ITS IMPLICATIONS ON THE CHINESE MARITIME CODE (CMC)

The very first Civil Code of the People's Republic of China was approved by the National People's Congress on 28 May 2020 and will come into effect on 1 January 2021. The CCC is composed of seven Parts, namely, General Provisions, Property Law, Contract Law, Personality Rights, Marriage and Family Law, Inheritance and Tort Law. It will serve as the fundamental law in civil and commercial domains in a quite comprehensive manner. Under Chinese law, in cases where more than one code provides for the same matter, it is well-established that "the special law" will become applicable instead of "the general law". Thus, the CMC as the special law should take the priority to be applied over the CCC, which is the general law, when there is a conflict between these two codes.

However, owing to the fact that during many years in the past, "the general law" was relied on by the Courts in a significant amount of maritime cases, it is submitted that understanding to what extent the CCC will actually impact on the CMC in maritime disputes brought to the Courts is of no doubt necessary. This presentation will mainly focus on three sections. The first section will introduce the relationship of the CCC and the CMC; the second section will examine the current legal practice regarding the application of the CMC by the Courts, through a study on several judicial decisions; the last section will explore under what aspects and to what extent the Civil Code will impact on the Maritime Code.

Nika Gavrilović, LLB
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Nika Gavrilović is a Junior Regulatory Affairs and Quality Assurance Consultant Obelis s.a, in Brussels. She graduated at University of Zagreb, Faculty of Law, attaining Magister Iuris degree and has participated in Erasmus+ Exchange graduate program at KU Leuven, Faculty of Law. During her studies, she was awarded with Dean's award for academic excellence (2017/18) and won 1st place in Trans-European Moot Court Competition in front of the ECtHR in Strasbourg (2018/19), 1st place in the Regional Moot Court Competition in Human Rights (2017/18) and 2nd place at Adriatic Moot Court Competition at IUC Dubrovnik. Prior to the current position, she completed the RAQA Internship at Obelis s.a and participated in a Croatian Law Centre's project "CISUR – Enhancing Judicial Cooperation on the Implementation of the Succession Regulation in Croatia and Slovenia", as Student interviewer. During her studies, she worked in Real Estate and Consulting Agency, Agra Plus Ltd, as Legal assistant. She is socially active since an early age and was volunteering and participating in many projects for different NGOs, such as UNICEF (2014-2019), ESN (2016-2018), One Europe (2015-2017) and Red Cross (2007-2012).

EUROPEAN LEGAL FRAMEWORK FOR MOTOR VEHICLES

Motor Vehicle Regulation

On September 1st, the new Motor Vehicle Regulation 2018/858 will become fully applicable and repeal the Motor Vehicle Directive. This comes as no surprise, taking into account the New Approach Directives that EC has been intensively working on for the last 3 decades. This Regulation introduces stricter obligations on the manufacturer and all the other Economic Operators. Every vehicle must comply with the requirements of the regulatory acts listed in Annex II. The application for the EU type-approval can be submitted to only one authority, in only one Member State; if approved, a copy of EU type-approval certificate must be stored by manufacturer and all the EOs of the vehicle in question. The EC and all Member States must use the common electronic exchange systems: Rapid Information System (RAPEX) and the Information and Communication System on Market Surveillance (ICSMS) for EU type-approval certificates, test reports, amendments, refusals or withdrawals of EU type-approval.

General Safety Regulation

Revised General Safety Regulation, Regulation 2019/2144 on type-approval has entered into force this January. It requires all vehicle models introduced on the EU market to be equipped with advanced safety features, as of July 2022. Among others, these are software for detection of drowsiness and attention detection, distraction recognition, event data recorder, intelligent speed assistance, etc. There is a range of open questions concerning these novelties, from privacy and data collection to the technical and compliance issues: OTA software updates could lead to non-conformity, as the compliance is demonstrated the moment of placing the vehicle on the market; security issues concerning the capability to change the vehicle's behaviour or to reprogram it, if a new software is uploaded; the extent of regulatory action necessary to be taken to ensure the vehicle remains compliant, especially after the software has been uploaded; proper assessment of the vehicles by Notified Bodies; international harmonization (UNECE's draft for the new UN Regulation on uniform provisions concerning the approval of software update processes); cybersecurity and compliance with GDPR.

Nikola Klasić, LLB
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A recent graduate from the Faculty of Law in Zagreb and now pursuing a career in commercial law. During studies, Nikola was oriented towards international opportunities where he tried to gain and share experience on project management, politics, and a vision for a better Europe where he participated as a youth delegate on the 32nd and 33rd Congress of Local and Regional Authorities. Furthermore, Nikola is a proud holder of Chancellor's Award for the project Model European union Zagreb 2017, which is a simulation of the functioning of the EU oriented towards young people. The Faculty of Law provided opportunities for competing in moot courts, where Nikola and his teams participated with great interest, e.g. the most recent EU Child moot court on international child abduction. As a student, he worked in several law firms where he gained insights on employment law, enforcements and company law. His membership in the European law student's association (ELSA) helped him to meet colleagues, travel, and challenge his limits. While being an active ELSA member, he led teams, which organized the 2017 International President's Meeting (IPM) and the first Croatian negotiation competition for students (ENC). Nikola shares a passion for basketball and running, activism (Leo club Tri Kule Zagreb), and languages, while most of his fields of interest lie in economy, technology, and law.

AUTONOMOUS VEHICLES ON THE ROAD FROM THE PERSPECTIVE OF A MANUFACTURER'S LIABILITY FOR DAMAGE

The topic is focused on manufacturer's liability for non-contractual damages arising from defective autonomous road vehicles of the highest level of driving automation (hereinafter: AVs). The thesis is analysed in the context of the current Croatian legislative framework with a brief look into comparative law solutions and the future. In the presentation we will face the struggle of defining the highest level of autonomy in a vehicle and see the issues that arise from treating the same, de facto, vehicle differently depending on a state's legislation. The discussion's spotlight will be on the manufacturer's liability and how to regulate a field of such importance. Despite the fast advancements in technology we must bear in mind that the legislator has to cover a large area of interest when regulating a new scope, such as AVs. The year of 2020, was 5 years ago announced as the year of AVs. Although, the year of 2020 is half past through, AVs are not even close to reaching a level of every day's safe driving. Therefore, we should expect a complete legal framework for autonomous vehicles in a few years after the autonomous technology closes to its peak. On the other hand, the presentation will feature the injured parties' current position and claims that he or she can point against the manufacturer. Most of the injuries that happened in the past were settled outside of the court rooms. Therefore, we lack inside information on what was the cause of injuries, how did it occur, how could it be prevented and what does that mean for the manufacturer. In the end, we shall see what the future holds for the manufacturers in the insurance context and how will it affect their sales.

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Born in 1993 in Zagreb, where she attended general education high school II. Opća gimnazija and Ana Maletić contemporary dance school and acquired a title of a dancer of contemporary dance. After finishing her high school education, she enrolled into the Faculty of Law - University of Zagreb and graduated with a degree in law. She started her professional career as a trainee in a law office. During her enrolment at the Faculty of Law, she started focusing on building her professional career by participating in a student organization e-STUDENT, namely in Moot Court Croatia team, which enabled her close collaboration with reputable jurist and legal theorists. Moreover, she was appointed as a demonstrator at Chair of Administrative Science for three consecutive years, within which she acquired a more detailed insight into the subject of administrative science. She also participated in an international scientific seminar and summer school: Researching, Theorizing, and Teaching Administrative Science and Public Administration: Croatia, South East Europe, and Beyond and various other organized guest lectures and conferences organized by the Chair of Administrative Science, as well as the Faculty of law.

SIGNIFICANCE AND ASPECTS OF THE DIGITAL PLATFORM IN UBER`S BUSINESS MODEL

Simultaneously with global expansion and popularization, Uber quickly became centre of discussion, primarily because the services it provides were not previously qualified and regulated by appropriate laws and bylaws. Considering the historical development of Uber, the basis of its business model and the impact it has had on different markets, it is clear why it has managed to stand out as a leader of the so called concept of the sharing economy and the uberization process. The basis of Uber's business model is precisely the digital platform, which as the Company itself claims, acts as a *marketplace* through which Uber connects end users. However, the significance and aspects of the digital platform in Uber's business model are much more extensive than those presented by the Company itself. Thus, based on the digital platform it is possible to order and to perform transport services, establish number of contractual and extra contractual relations between end users that Uber connects and it is also the basis for determining the price of transport. Therefore, there are a number of areas that require higher attention and demand regulation, which is also the subject of this presentation. Review of said aspects indicates that Uber has a much bigger role than a simple role of an intermediary and that such role also includes determination or control of the essential elements of auto taxi transport and that Uber in fact primarily provides auto taxi services, which is important for the regulatory frame that it must be subjected to.