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I. General

- Bazinas, S. V. Harmonization of international and regional trade law; the UNCITRAL experience. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:53-62, 2003.
- Berger, B. Unspektakulärer Dienst am Welthandel; das Arbeitsprogramm der UNCITRAL. *Vereinte Nationen* (Baden-Baden) 51:1:6-10, 2003.
- Farnsworth, E. A. Modernization and harmonization of contract law; an American perspective. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:97-106, 2003.
- Gopalan, S. Transnational commercial law; the way forward. *American University international law review* (Washington, D.C.) 18:803-849, 2003.
- King, D. B. Does an unknown world government exist? Impact of commercial and consumer law. *Penn State international law review* (Carlisle, Pennsylvania) 22:73-85, 2003.
- Linarelli, J. The economics of uniform laws and uniform lawmaking. *Wayne law review* (Detroit, Michigan) 48:4:1387-1447, 2003.
- Morán Bovio, D. 35º Período de sesiones del plenario de UNCITRAL-CNUDMI. *Revista de derecho bancario y bursátil* (Valladolid) 22:401-413, 2003.
- Palmeri, R.P. U.N. deserves praise for trade efforts. *Milwaukee Journal Sentinel/JSOnline* (Milwaukee, Wisconsin) 16 June 2003.
- Available at <http://www.jsonline.com/bym/news/jun03/148204.asp>
- Rocks, S. M., and K. A. Sawyer. Survey of international commercial law developments during 2002. *Business lawyer* (Chicago, Illinois) 58:1657, 2003.

II. International sale of goods

- Akseli, N. O. Commentary on whether and the extent to which the Principles of European Contract Law (PECL) may be used to help interpret article 16 of the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:1:151-160, 2003.
- Aljure, A. Ámbito de aplicación de la Convención de Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías (CNUCIM). In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontifica Universidad Javeriana Facultad de Ciencias Jurídicas, 2003.
- Araújo Segovia, R. Principios de interpretación de la Convención de Viena sobre Compraventa Internacional de Mercaderías. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontifica Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 251-270.
- Arce Caicedo, E. Conformidad. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontifica Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 503-559.

- Barrera Tapias, C. D. Obligaciones de las partes en el contrato de venta internacional de mercaderías. *In* Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 487-501.
- Bernstein, H., and J. Lookofsky. Understanding the CISG in Europe. 2. ed. The Hague, Kluwer Law International, 2003.
- Boele-Woelki, Katharina. Terms of co-existence; the CISG and the UNIDROIT Principles. *In* The international sale of goods revisited. Petar Šarcevic and Paul Volken, eds. The Hague, Kluwer Law International, 2001. p. 203-240.
- Bonsau, M., and S. Feuerriegel. Die Probleme der Bestimmung von Fälligkeitszinsen im UN-Kaufrecht. *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 23:5:421-425, 2003.
- Bridge, M. G. Uniformity and diversity in the law of international sales. *Pace international law review* (White Plains, New York) 15:55-89, 2003.
- _____. The UK Sale of Goods Act, the CISG and the UNIDROIT Principles. *In* The international sale of goods revisited. Petar Šarcevic and Paul Volken, eds., The Hague, Kluwer Law International, 2001. p. 115-155.
- Butler, A. E. Caveat emptor; remedy-oriented approach restricts buyer's right to avoidance under article 49(1)(a) of the United Nations Convention on Contracts for the International Sale of Goods. *Internationales Handelsrecht* (München) 3:208-212, 2003.
- Cárdenas Mejía, J. P. La Convención de Viena y el derecho privado colombiano. *In* Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 315-391.
- Caro Nieto, J. La formación del contrato bajo la "Convención de Naciones Unidas sobre Compraventa Internacional de Mercaderías". *In* Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 393-424.
- CISG-AC opinion no 1; electronic communications under the CISG; 15 August 2003. *Internationales Handelsrecht* (München) 3:244-252, 2003.
- Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003.
- Compraventa internacional de mercaderías; la Convención de Viena de 1980 sobre compraventa internacional de mercaderías. By C. Esplugues Mota and others. *In* Derecho del comercio internacional. Valencia, Spain, Tirant Lo Blanch, 2003. p. 169-192.
- Cortier, A. Zinsen in einheitlicher Rechtsanwendung; eine Lösung für das Problem der Zinshöhe nach Art 78 und Art 84 Abs 1 UN-Kaufrecht (CISG). *ZfRV: Zeitschrift für Rechtsvergleichung, internationales Privatrecht und Europarecht* (Wien) 2:43-51, 2003.

- Dahan, H. The UNIDROIT Principles and their influence in the modernization of contract law in the People's Republic of China. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:107-117, 2003.
- De Ly, F. The relevance of the Vienna Convention for International Sales Contracts; should we stop contracting it out? *Business law international* (London) 3:241-249, 2003.
- DiMatteo, L. A. The law of international contracting. The Hague, Kluwer Law International, 2000.
- Dokter, D., and S. A. Kruisinga. The application of the CISG in the Netherlands; a Dutch treat for the CISG? *Internationales Handelsrecht* (München) 3:3:105-115, 2003.
- Douajni, G. K. La vente commerciale OHADA. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:191-200, 2003.
- Erauw, J., and H. M. Fletchner. Remedies under the CISG and limits to their uniform character. In *The international sale of goods revisited*. Petar Šarcevic and Paul Volken, eds. The Hague, Kluwer Law International, 2001. p. 35-75.
- Espinosa Pérez, C. A. Del uso convencional a la costumbre mercantil en la Convención de Viena sobre Compraventa Internacional de Mercaderías. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontifica Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 221-250.
- Farnsworth, E. A. Modernization and harmonization of contract law; an American perspective. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:97-106, 2003.
- Felemegas, J. An interpretation of article 74 CISG by the U.S. Circuit Court of Appeals. *Pace international law review* (White Plains, New York) 15:91-147, 2003.
- _____. The United Nations Convention on Contracts for the International Sale of Goods; article 7 and uniform interpretation. In *Review of the Convention on Contracts for the International Sale of Goods (CISG) 2000-2001*. The Hague, Kluwer Law International, 2002. p. 115-395.
- Ferrari, F. Auslegung von Parteierklärungen und -verhalten nach UN-Kaufrecht. *Internationales Handelsrecht* (München) 3:1:10-15, 2003.
- _____. Burden of proof under the CISG. In *Review of the Convention on Contracts for the International Sale of Goods (CISG) 2000-2001*. The Hague, Kluwer Law International, 2002. p. 1-8.
- _____. Form und UN-Kaufrecht. *Internationales Handelsrecht* (München) 4:1:1-6, 2004.
- _____. Gap-filling and interpretation of the CISG; overview of international case law. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:1:63-92, 2003.

- _____. International sale law and the inevitability of forum shopping; a comment on Tribunale di Rimini, 26 November 2002. *Vindobona journal of international commercial law and arbitration* (Vienna) 8:1:1-22, 2004.
- _____. The relationship between international uniform contract law conventions. *The journal of law and commerce* (Pittsburgh, Pennsylvania) 22:57-75, 2003.
- _____. Trade usages and practices established between the parties under the CISG. *Revue de droit des affaires internationales/International business law journal* (Paris) 5:571-580, 2003.
- _____. Verzugszinsen nach Art. 78 UN-Kaufrecht. *Internationales Handelsrecht* (München) 3:4:153-160, 2003.
- _____. Universal and regional sales law; can they coexist? *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:177-189, 2003.
- _____, H. Flechtner and R. A. Brand, eds. The draft UNCITRAL digest and beyond; cases, analysis and unresolved issues in the U.N. Sales Convention. Munich, Sellier. European Law Publishers, 2004.
- Soft cover edition.
- Flechtner, H., and J. Lookofsky. Viva Zapata! American procedure and CISG substance in a U.S. Circuit Court of Appeal. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:1:93-104, 2003.
- Fogt, M. M. Einheitlicher Vertrag oder Aufspaltung gemäss Art. 3 Abs. 2 CISG bei einem Mietkauf (zu dänisches Østre Landsret, 4.12.2000). *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 23:4:364-369, 2003.
- _____. The stipulation and interpretation of freight prepaid delivery clauses under the CISG; preliminary considerations for reform of part II of the CISG and a limited withdrawal of Scandinavian declarations. *European legal forum* (Munich) 2:61-70, 2003.
- Journal available in English and German.
- Fontaine, M., and F. De Ly. Droit des contrats internationaux. 2. ed. Bruxelles, Bruylant, 2003.
- Fountoulakis, C. Das Verhältnis von Nacherfüllungsrecht des Verkäufers und Vertragsaufhebungsrecht des Käufers im UN-Kaufrecht. *Internationales Handelsrecht* (München) 3:4:161-168, 2003.
- Gärtner, A. Britain and the CISG; the case for ratification; a comparative analysis with special reference to German law. In *Review of the Convention on Contracts for the International Sale of Goods (CISG) 2000-2001*. The Hague, Kluwer Law International, 2002. p. 59-81.
- Galán Barrera, D. R. El ámbito de aplicación de la Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías. In *Compraventa internacional de mercaderías: comentarios a la Convención de Viena de 1980*. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 271-313.

- Garro, A. M. Prólogo. *In* Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980. Bogotá, Pontifica Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 21-27.
- Gerhart, P. M. The Sales Convention in courts; uniformity, adaptability and adoptability. *In* The international sale of goods revisited. Petar Šarcevic and Paul Volken, eds. The Hague, Kluwer Law International, 2001. p. 77-114.
- Goldštajn, A. Lex mercatoria and the CISG; the global merchant. *In* The international sale of goods revisited. Petar Šarcevic and Paul Volken, eds. The Hague, Kluwer Law International, 2001. p. 241-258.
- Gopalan, S. Transnational commercial law; the way forward. *American University international law review* (Washington, D.C.) 18:803-849, 2003.
- Grace, D. L. Force majeure; China and the CISG; is China's new contract law a step in the right direction? *San Diego international law journal* (San Diego, California) 2:173-207, 2001.
- Graffi, L. Case law on the concept of "fundamental breach" in the Vienna Sales Convention. *Revue de droit des affaires internationales/International business law journal* (Paris) 3:338-349, 2003.
- Guillemard, S. A comparative study of the UNIDROIT Principles, the principles of the European law of contracts, and some dispositions of the CISG applicable to the formation of international contracts. *In* Review of the Convention on Contracts for the International Sale of Goods (CISG) 2000-2001. The Hague, Kluwer Law International, 2002. p. 83-113.
- Hartwig J. R. Schmitz-Werke GmbH and Co. v. Rockland Industries Inc. and the United Nations convention on contracts for the international sale of goods (CISG); diffidence and developing international legal norms. *Journal of law and commerce* (Pittsburgh, Pennsylvania) 22:77-98, 2003.
- Herber, R. "Lex mercatoria" und "Principles"; gefährliche Irrlichter im internationalen Kaufrecht. *Internationales Handelsrecht* (München) 1:1-10, 2003.
- _____. Eine neue Institution; der CISG Advisory Council. *Internationales Handelsrecht* (München) 3:201-202, 2003.
- Hennecke, R. Gefahrtragung beim Rücktransport mangelhafter Ware. *Internationales Handelsrecht* (München) 6:268-275, 2003.
- Heutger, V. Konturen des Kaufrechtskonzeptes der Study Group on a European Civil Code; ein Werkstattbericht. *European review of private law* (The Hague) 11:2:155-173, 2003.
- Horn, N. The use of transnational law in the contract law of international trade and finance. *In* The practice of transnational law. Klaus Peter Berger, ed. The Hague, Kluwer Law International, 2001. p. 67-80.
- Huber, P., and S. Kröll, Deutsche Rechtsprechung zum UN-Kaufrecht in den Jahren 2001/2002. *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 23:4:309-317, 2003.

- Jacobs C. M. Notice of avoidance under the CISG; a practical examination of substance and form considerations, the validity of implicit notice, and the question of revocability. *University of Pittsburgh law review* (Pittsburgh, Pennsylvania) 64:407-429, 2003.
- Janssen, A. Das Verhältnis nationaler Verjährungsvorschriften zur Ausschlussfrist des Art. 39 Abs. 2 CISG in der Schweiz. *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 23:4:369-372, 2003.
- Kluth, P. Die Einbeziehung von allgemeinen Geschäftsbedingungen im Rahmen des UN-Kaufrechts. *Internationales Handelsrecht* (München) 3:61-66, 2003.
- Köhne, H. C., and S. D. Langner. Geltendmachung von Gegenforderungen im internationalen Schiedsverfahren. *Recht der internationalen Wirtschaft: Betriebs-Berater international* (Heidelberg) 49:5:361-370, 2003.
- Kröll, S., and R. Hennecke. Kaufmännische Bestätigungsschreiben beim internationalen Warenskauf. *Rabels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen) 67:3:448-493, 2003.
- Laguado Monsalve, D. Compraventa internacional de mercaderías. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 39-49.
- Lando, O. Das neue Schuldrecht des Bürgerlichen Gesetzbuchs und die Grundregeln des europäischen Vertragsrechts. *Rabels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen) 67:2:231-245, 2003.
- _____. Salient features of the Principles of European Contract Law. In *The international sale of goods revisited*. Petar Šarcevic and Paul Volken, eds. The Hague, Kluwer Law International, 2001. p. 157-202.
- Larroumet, C. Convenio de Viena sobre la compraventa internacional de mercaderías; obligaciones del vendedor, obligaciones del comprador, sanciones del incumplimiento de las partes, interpretación del Convenio de Viena. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 425-485.
- Le, Net. Rules of interpretation of contracts under the UNIDROIT Principles and their possible adoption in Vietnamese law. *Uniform law review/Revue de droit uniforme* (Rome) 7:4:1017-1030, 2002.
- Lehmkuhl, H. Das Nacherfüllungsrecht des Verkäufers im UN-Kaufrecht bei Lieferung fehlerhafter Ware. *Internationales Handelsrecht* (München) 3:3:115-118, 2003.
- Letterman, G. G. UNIDROIT's rules in practice; standard international contracts and applicable rules. The Hague, Kluwer Law International, 2001.
- Linarelli, J. The economics of uniform laws and uniform lawmaking. *Wayne law review* (Detroit, Michigan) 48:4:1387-1447, 2003.

- Lookofsky, J. In dubio pro conventione? Some thoughts about opt-outs, computer programs and preemption under the 1980 Vienna Sales Convention (CISG). *Duke journal of comparative and international law* (Durham, North Carolina) 13:263-289, 2003.
- Magnus, U. Force majeure and the CISG. In *The international sale of goods revisited*. Petar Šarcevic and Paul Volken, eds. The Hague, Kluwer Law International, 2001. p. 1-33.
- Mazzotta, F. G. The international character of the UN convention on contracts for the international sale of goods; an Italian case example. *Pace international law review* (White Plains, New York) 15:437-452, 2003.
- Mistelis, L. CISG-AC publishes first opinion. *Internationales Handelsrecht* (München) 3:243-244, 2003.
- Mowbray, J. The application of the United Nations Convention on Contracts for the International Sale of Goods to e-commerce transactions; the implications for Asia. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:1:121-150, 2003.
- Münzel, F. Lexicographic musings; the variegated language of sales law; a modern Tower of Babel. *Uniform law review/Revue de droit uniforme* (Rome) 8:3:641-645, 2003.
- Ongley, C. Going international; the good, the bad, and the ugly. *Texas lawyer* (Dallas, Texas) 19:18:14, 2003.
- Oviedo Albán, J. UNIDROIT y la unificación de derecho privado; referencia a los principios para los contratos comerciales internacionales. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 51-143.
- _____. Un nuevo orden internacional de los contratos; antecedentes, instrumentos y perspectivas. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 153-219.
- Perales Viscasillas, M. P. Prólogo. In *Compraventa internacional de mercaderías; comentarios a la Convención de Viena de 1980*. Bogotá, Pontificia Universidad Javeriana Facultad de Ciencias Jurídicas, 2003. p. 15-20.
- Piche, C. The Convention on Contracts for the International Sale of Goods and the Uniform Commercial Code remedies in light of remedial principles recognized under U.S. law; are the remedies of granting additional time to the defaulting parties and of reduction of price fair and efficient ones? *North Carolina journal of international law and commercial regulation* (Chapel Hill, North Carolina) 28:519-566, 2003.
- Piltz, B. New developments in UN sales law. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:2:213-232, 2003.
- Rabello, A. M., and P. Lerner. The UNIDROIT Principles of International Commercial Contracts and Israeli contract law. *Uniform law review/Revue de droit uniforme* (Rome) 7:3:601-629, 2003.

- Ramberg, J. Unification of sales law; a look at the Scandinavian States. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:201-208, 2003.
- Reifegerste, S., and G. Weiszberg. Obligation de minimiser le dommage et « raisonnable » en droit du commerce international (Obligation to mitigate loss and the concept of “reasonableness” in international commercial law). *Revue de droit des affaires internationales/International business law journal* (Paris) 2:181-197, 2004.
- In English and French.
- Rosenberg, M. G. Venskaya konventzeya UN 1980 o dogovorax mezhdynarodnoi kuple-prodazhe tovarov; k 10-letyey ee premeneneya Russia. Moskva, Statut, 2001.
- In Russian.
- Rubinstein, J. H. International law’s new importance in the U.S.; the Supreme Court’s latest term provides the most recent example. *National law journal* (New York) 26:3:16, 15 September 2003.
- Ruhl, G. The battle of the forms; comparative and economic observations. *University of Pennsylvania journal of international economic law* (Philadelphia, Pennsylvania) 24:189-224, 2003.
- Saidov, D. Cases on CISG decided in the Russian Federation. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:1:1-62, 2003.
- Šarcevic, Petar, and Paul Volken, eds. The international sale of goods revisited. The Hague, Kluwer Law International, 2001.
- Scarlott, K. T. A boilerplate trap; the CISG and choice of law. *Boston bar journal* (Boston, Massachusetts) 47:31-32, 2003.
- Schäfer, F. Zur Anwendbarkeit des UN-Kaufrechts auf Werklieferungsverträge. *Internationales Handelsrecht* (München) 3:3:118-121, 2003.
- Schillo, F. J. UN-Kaufrecht oder BGB? Die Qual der Wahl beim internationalen Warenkaufvertrag; vergleichende Hinweise zur Rechtswahl beim Abschluss von Verträgen. *Internationales Handelsrecht* (München) 6:257-268, 2003.
- Schmidt-Kessel, M. Auf dem Weg zu einem europäischen Vertragsrecht. *Recht der internationalen Wirtschaft: Betriebs-Berater international* (Heidelberg) 49:7:481-489, 2003.
- Schroeter U. G. Die Vertragsstaateneigenschaft Hongkongs und Macaus unter dem UN-Kaufrecht. *Internationales Handelsrecht* (München) 4:1:7-17, 2004.
- Shaohui, Z. L’internationalisation du nouveau droit chinois des contrats; exemple de la résolution du contrat de vente internationale de marchandises. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:219-230, 2003.
- Sierralta Ríos, A. La compraventa internacional de mercaderías y el derecho paraguayo. Asunción, Paraguay, Intercontinental Editora, 2000.
- Smiley, M. S. “Where do we start, Professor?” An approach to starting and navigating article 2 of the Uniform Commercial Code. *Idaho law review* (Moscow, Idaho) 40:133-154, 2003.

- Sondhal, E. Understanding the remedy of price reduction; a means to fostering a more uniform application of the United Nations Convention on Contracts for the International Sale of Goods. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:2:255-276, 2003.
- Stiegele, A., and R. Halter. Nochmals; Einbeziehung von allgemeinen Geschäftsbedingungen im Rahmen des UN-Kaufrechts; Zugänglichmachung im Internet. *Internationales Handelsrecht* (München) 3:4:169, 2003.
- Takahashi, K. Right to terminate (avoid) international sales of commodities. *Journal of business law* (London) 102-130, March 2003.
- Yingxia Su, Xian. Die Rechtsmängelhaftung des Verkäufers nach UN-Kaufrecht im Vergleich mit dem chinesischen Vertragsgesetz. *Zeitschrift für vergleichende Rechtswissenschaft* (Heidelberg) 102:101-115, 2003.
- Vanto, J. Attorney's fees as damages in international commercial litigation. *Pace international law review* (White Plains, New York) 15:203-222, 2003.
- Varul, P. CISG; a source of inspiration for the Estonian law of obligations. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:209-210, 2003.
- Ventsch, V., and P. Kluth. Die Einbeziehung von allgemeinen Geschäftsbedingungen im Rahmen des UN-Kaufrechts. *Internationales Handelsrecht* (München) 3:2: 61-66, 2003.
- _____. UN-Kaufrecht; keine Einbeziehung von AGB durch Abrufmöglichkeit im Internet. *Internationales Handelsrecht* (München) 3:5:224-225, 2003.
- Vilus, J. Electronic commerce; an incentive for the modernisation and harmonisation of contract law. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:163-170, 2003.
- Wang X., and C. Baasch Andersen. The Chinese declaration against oral contracts under the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 8:1:145-164, 2004.
- Watté, N., and A. Nuyts. Le champ d'application de la Convention de Vienne sur la vente internationale; la théorie à l'épreuve de la pratique. *Journal du droit international* (Paris) 130:365-424, 2003.
- Will, M. Twenty years of international sales law under the CISG; international bibliography and case law digest (1980-2000). The Hague, Kluwer Law International, 2000.
- Williams, A. E. Forecasting the potential impact of the Vienna Sales Convention on international sales law in the United Kingdom. *In Review of the Convention on Contracts for the International Sale of Goods (CISG) 2000-2001*. The Hague, Kluwer Law International, 2002. p. 9-57.
- Witz, C. Droit uniforme de la vente internationale de marchandises. *Recueil Dalloz* (Paris) 179:34:2361-2373, 2003.

- _____. L'interprétation de la CVIM: divergences dans l'interprétation de la Convention de Vienne. In *The 1980 Uniform Sales Law; old issues revisited in the light of recent experiences*. Franco Ferrari, ed. Munich, Sellier. European Law Publishers, 2003. p. 279-304.
- Wu, Dong. The effect of fundamental breach on passage of risk in the international sale of goods under the United Nations Convention on Contracts for the International Sale of Goods; comparative analysis with the contract law of the People's Republic of China. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:2:233-254, 2003.
- Zaremba, J. International electronic transaction contracts between U.S. and EU companies and customers. *Connecticut journal of international law* (Hartford, Connecticut) 18:479-521, 2003.
- Zeller, B. Fundamental breach and the CISG; a unique treatment or failed experiment? *Vindobona journal of international commercial law and arbitration* (Vienna) 8:1:81-94, 2004.
- Zerres, T. Recht auf Nacherfüllung im deutschen und englischen Kaufrecht. *Recht der internationalen Wirtschaft: Betriebs-Berater international* (Heidelberg) 49:10:746-757, 2003.
- Zuffranieri, B. M., Jr., and J. I. Feinstein. UN sale of goods convention may be trap for the unwary. *Lawyer's weekly* (Markham, Canada) 23:31, 12 December 2003.

III. International commercial arbitration and conciliation

- Abascal, J. M. Barcelona afterthoughts. *Journal of international arbitration* (London) 20:1:111-119, 2003.
- Alberti, U. M. Medidas cautelares en el arbitraje. *Revista de derecho y ciencia política* (Lima) 58:1-2:113-136, 2001.
- Alvarez, H. C., Neil Kaplan and D. W. Rivkin. Model law decisions; cases applying the UNCITRAL Model Law on International Commercial Arbitration (1985-2001). The Hague, Kluwer Law International, 2003.
- Amundsen, J. L. Membership has its privileges; the confidence-building potential of the New York convention can boost commerce in developing nations. *Wisconsin international law journal* (Madison) 21:383-408, 2003.
- Anglade, L. Ireland as a place for international arbitration. *American review of international arbitration* (New York) 12:2:263-278, 2001.
- Barbosa, J. C. Arbitration law in Brazil; an inevitable reality. *Southwestern journal of law and trade in the Americas* (Los Angeles, California) 9:131-147, 2002/2003.
- Barcello, J. J., III. Who decides the arbitrator's jurisdiction? Separability and competence-competence in transnational perspective. *Vanderbilt journal of transnational law* (Nashville, Tennessee) 36:1115-1136, 2003.

- Barin, B. UN model conciliation law; can Canada make history again? *Lawyer's weekly* (Canada) 23:27, 14 November 2003.
- Barker, I. Growth and development of international laws and centres in the Asia-Pacific region; a report on recent developments in arbitration in New Zealand. *International arbitration law review* (London) 6:4:124-133, 2003.
- Berger, K. P. Integration of mediation elements into arbitration; "hybrid" procedures and "intuitive" mediation by international arbitrators. *Arbitration international* (London) 19:3:387-403, 2003.
- _____. Internationale Investitionsverträge und Schiedsgerichtsbarkeit; Äquivalenzstörungen, Neuverhandlungsklauseln und Vertragsanpassung. *Zeitschrift für vergleichende Rechtswissenschaft* (Heidelberg) 102:1-32, 2003.
- Bergsten, E. E. Implementation of the UNCITRAL model law on international commercial arbitration into national legislation. *Croatian arbitration yearbook* (Zagreb) 10:101-112, 2003.
- _____. Ten years of the Willem C. Vis International Commercial Arbitration Moot. *International arbitration law review* (London) 6:1:37-41, 2003.
- Biggs, Gonzalo. Resolving international trade and investment disputes. *CEPAL review* (Santiago) 80:97-114, August 2003. United Nations publication.
- Available in English and Spanish.
- Blackaby, N., and S. Noury. International arbitration in the MERCOSUR; is harmonisation the solution? *NAFTA: law and business review of the Americas* (Dallas, Texas) 9:445, 2003.
- Compares MERCOSUR international commercial arbitration agreement with UNCITRAL model law on international commercial arbitration.
- Böhm, E. Outlook on a new Austrian arbitration law. *International arbitration law review* (London) 6:4:105-109, 2003.
- Born, G. B. International commercial arbitration; commentary and materials. 2. ed. Ardsley, New York, Transnational Publishers, 2001.
- Brower, C. N., C. H. Brower II, and J. K. Sharpe. The coming crisis in the global adjudication system. *Arbitration international* (London) 19:4:415-440, 2003.
- Burghetto, M. B. Notes on arbitration in Argentina. *NAFTA: law and business review of the Americas* (Dallas, Texas) 9:471, 2003.
- Compares draft domestic legislation with the UNCITRAL model law on international commercial arbitration.
- Caron, D. D., and J. R. Crook, eds. The Iran-United States Claims Tribunal and the process of international claims resolution. Ardsley, New York, Transnational Publishers, 2000.
- Castello, J. Arbitral ex parte interim relief. *Dispute resolution journal* (New York) 58:3:60, 65-69, 2003.

- Chatterjee, C. The reality of the party autonomy rule in international arbitration. *Journal of international arbitration* (London) 20:6:539-560, 2003.
- Coe, J. J., Jr. From anecdote to data; reflections on the Global Center's Barcelona meeting. *Journal of international arbitration* (London) 20:1:11-22, 2003.
- Derains, Y. L'arbitre et l'octroi de mesures provisoires ex parte. *Gazette du Palais: spécial arbitrage* (Paris) 123:309-310:14-16, 5-6 November 2003.
- _____. The view against arbitral ex-parte interim relief. *Dispute resolution journal* (New York) 58:3:61-63, 2003.
- de Rosas, P. E. Arbitraje comercial internacional comparado; analisis de las reglas procesales arbitrales de Camara de Comercio Internacional, London Court of International Arbitration y American Arbitration Association. *Revista juridica universidad de Puerto Rico* (Puerto Rico) 72:1-30, 2003.
- Dewan, N. Interim measures in arbitration; a comparative analysis of Indian and English arbitration acts. *Revue de droit des affaires internationales/international business law journal* (Paris) 6:667-695, 2003.
- De Witt, N. Online international arbitration; nine issues crucial to its success. *American review of international arbitration* (New York) 12:3-4:441-464, 2001.
- Dobbins, R. N. UNCITRAL model law on international commercial conciliation; from a topic of possible discussion to approval by the General Assembly. *Pepperdine dispute resolution law journal* (Malibu, California) 3:529-538, 2003.
- Drahozal, C. R. Enforcing vacated arbitral awards; an economic approach. *American review of international arbitration* (New York) 11:4:451-479, 2000.
- El arbitraje español se renueva y adopta el modelo de UNCITRAL. *Derecho de los negocios* (Madrid) 161:1-4, 2004.
- Gaillard, E. International arbitration law; arbitration-agreement recognition; N.Y. convention, national law. *New York law journal* 8 December 2003:3.
- Gharavi, H. G. The international effectiveness of the annulment of an arbitral ward. The Hague, Kluwer Law International, 2002.
- Ginkel, E. van. Reframing the dilemma of contractually expanded judicial review; arbitral appeal vs. vacatur. *Pepperdine dispute resolution law journal* (Malibu, California) 3:157-220, 2003.
- _____. The UNCITRAL model law on international commercial conciliation; a critical appraisal. *Journal of international arbitration* (The Hague) 21:1:1-65, 2004.
- Gruner, D. M. Accounting for the public interest in international arbitration; the need for procedural and structural reform. *Columbia journal of transnational law* (New York) 41:964, 2003.
- Gumzej, N. Certain aspects of public policy in enforcement of foreign arbitral awards. *Croatian arbitration yearbook* (Zagreb) 10:39-98, 2003.

- Hacking, D. Ex parte interim relief and the UNCITRAL model law. *Dispute resolution journal* (New York) 58:3:63-64, 2003.
- Heger, S. Widerklage und Aufrechnung; zur Interpretation des Art 7a der “Wiener Regeln”. *ZfRV: Zeitschrift für Rechtsvergleichung, internationales Privatrecht und Europarecht* (Wien) 5:171-177, 2003.
- Heidkamp, M. O. Die Antragserfordernisse im Verfahren zur Anerkennung und Vollstreckbarerklärung ausländischer Schiedssprüche. *Internationales Handelsrecht* (München) 4:1:17-19, 2004.
- Helmer, E. V. International commercial arbitration; Americanized, “civilized,” or harmonized? *Ohio State journal on dispute resolution* (Columbus, Ohio) 19:35-67, 2003.
- Henderson, A. Thai Arbitration Institute; new arbitration rules. *Mondaq business briefing* (London) 3 September 2003.
- Huber, P. Das Verhältnis von Schiedsgericht und staatlichen Gerichten bei der Entscheidung über die Zuständigkeit. *Zeitschrift für Schiedsverfahren* (München) 2:73-75, 2003.
- Idornigie, P. O. The 1988 Nigerian Arbitration and Conciliation Act; need for review? *International arbitration law review* (London) 6:2:49-57, 2003.
- International amendment of UMA offers choices. *Dispute resolution journal* (New York) 58:3:10, 2003.
- International arbitration; practical considerations with a Latin American focus. By D. E. Gonzales and others. *Journal of structured and project finance* (London) 9:1:33, 22 March 2003.
- [Introduction]. *IAC Arbitration Bulletin*, p. 1-2. (Almaty, Kazakhstan) September 2003.
- Jones, D. Comparative assessment of some of UNCITRAL rules, ICSID, LCIA, ICC, Stockholm Chamber Arbitration Rules. *Regional Centre for Arbitration Kuala Lumpur newsletter* (Kuala Lumpur) December 2002. p. 24-47.
- Kaufmann-Kohler, G. Globalization of arbitral procedure. *Vanderbilt journal of transnational law* (Nashville, Tennessee) 36:1313-1333, 2003.
- Köhne, H. C., and Langner, S. D. Geltendmachung von Gegenforderungen im internationalen Schiedsverfahren. *Recht der internationalen Wirtschaft: Betriebs-Berater international* (Heidelberg) 49:5:361-370, 2003.
- Koch, C. Standards and procedures for disqualifying arbitrators. *Journal of international arbitration* (London) 20:4:325-353, 2003.
- Kreindler, R. H. Aspects of illegality in the formation and performance of contracts. *International arbitration law review* (London) 6:1:1-24, 2003.
- Lew, J. D. M., L. A. Mistelis, and S. M. Kröll. Comparative international commercial arbitration. The Hague, Kluwer Law International, 2003.
- Liebscher, C. Der Entwurf des neuen österreichischen Schiedsrechts. *Zeitschrift für Schiedsverfahren* (München) 2:59-68, 2003.

- Lynch, K. The forces of economic globalization; challenges to the regime of international commercial arbitration. The Hague, Kluwer Law International, 2003.
- Ma, J., and N. Kaplan. eds. Arbitration in Hong Kong; a practical guide. Hong Kong, Sweet and Maxwell Asia, 2003. 2 v.
- Mayer, P., and A. Sheppard. Final ILA report on public policy as a bar to enforcement of international arbitral awards. *Arbitration international* (London) 19:2:249-263, 2003.
- Naglis, A. Overview of international commercial arbitration in Russia. *Asian dispute resolution* (Hong Kong) 14-15 March 2004.
- Compares Russian domestic legislation with UNCITRAL model law on international commercial arbitration.
- Nakamura, Tatsuya. Salient features of the new Japanese arbitration law based upon the UNCITRAL Model Law on International Commercial Arbitration. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 18:9:28-33, 2003.
- Onyema, E. Drafting an effective arbitration agreement in international commercial contracts. *Vindobona journal of international commercial law and arbitration* (Vienna) 7:2:277-286, 2003.
- Park, W. W. The specificity of international arbitration; the case for FAA reform. *Vanderbilt journal of transnational law* (Nashville, Tennessee) 36:1241-1311, 2003.
- Partasides, C. International commercial arbitrations. In Bernstein's handbook of arbitration and dispute resolution practice. John Tackaberry and Arthur Marriott, eds. 4. ed. London, Sweet and Maxwell, 2003. p. 651-706.
- Park, Y.-G. The doctrine of separability and competence de la competence under international commercial arbitration. *Arbitration journal* (Seoul) 309:4-12, 2003.
- Philippe, M. Difficultés procédurales causées par les clauses compromissoires paritaires et les tribunaux arbitraux tronqués. *Gazette du Palais: spécial arbitrage* (Paris) 123:309-310:21-32, 5-6 November 2003.
- Pinsolle, P. Commentaire: arrêt du 31 mars 2003 ; Air France c. Libyan Arab Airlines. *ASA bulletin* (The Hague) 21:3:649-661, 2003.
- Prpić, M. Setting aside recourse and enforcement of awards annulled in the country of their origin. *Croatian arbitration yearbook* (Zagreb) 10:13-37, 2003.
- Rubino-Sammartano, M. International arbitration; law and practice. The Hague, Kluwer Law International, 2001.
- Rubio Guerrero, R. Desarrollo y posibilidades del arbitraje institucional en el Peru. October 2003.
- Doctoral thesis presented at the Pontificia Universidad Católica del Peru.

- Schwebel, S. M. Injunction of arbitral proceedings and truncation of the tribunal. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 18:4:33-38, 2003.
- Sekolec, J. International dispute resolution; areas where further research may be useful. *Journal of international arbitration* (London) 20:1:35-66, 2003.
- _____. and M. B. Getty. The UMA and the UNCITRAL model rule; an emerging consensus on mediation and conciliation. *Journal of dispute resolution* (Columbia, Missouri) 1:175-196, 2003.
- _____. The UMA and the UNCITRAL model rule; an emerging consensus on mediation and conciliation. *Dispute resolution magazine* (Washington, D.C.) 9:4:17-20, 2003.
- Shaleva, V. The "public policy" exception to the recognition and enforcement of arbitral awards in the theory and jurisprudence of the Central and East European States and Russia. *Arbitration international* (London) 19:1:67-93, 2003.
- Sheppard, A. Interim ILA report on public policy as a bar to enforcement of international arbitral awards. *Arbitration international* (London) 19:2:217-248, 2003.
- Sorieul, R. The work of UNCITRAL in the field of arbitration. In *Treiteickej sud v Kazachstane; problemii pravogo perylerobnaya* (Arbitrage court in Kazakhstan; problems of legal regulation). M. K. Sulimenov, ed. Almaty, KazRUI, 2003. p. 30-35.
- Tackaberry, John, and Arthur Marriott, eds. Bernstein's handbook of arbitration and dispute resolution practice. 4. ed. London, Sweet and Maxwell, 2003. p. 651-706.
- Triantafyllides, A. Cypriot judgment Ioannou and Paraskevaides of Nicosia, Cyprus v. Biwetes Europe Ltd. of Nicosia "is in line" with intent of UNCITRAL Model Law draftsmen. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 17:8:14-15, 2002.
- UNCITRAL; report of the Working Group on Arbitration on the work of its thirty-seventh session; availability and enforcement of interim measures of protection. *ASA bulletin* (The Hague) 21:1:43-50, 2003.
- UNCITRAL adopts new Model Conciliation Law. *International arbitration report* (Houston, Texas) 4:1:10-16, 2003.
- U.N. Committee shifts stance on interim relief. *Dispute resolution journal* (New York) 58:3:11, 2003.
- Vidal Ramirez, F. Manual de derecho arbitral. Lima, Gaceta juridica, 2003.
- Voser, N. Interessenskonflikte in der internationalen Schiedsgerichtsbarkeit; die Initiative der International Bar Association (IBA). *Zeitschrift für Schiedsverfahren* (München) 2:59-65, 2003.
- Wang, W. International arbitration; the need for uniform interim measures of relief. *Brooklyn journal of international law*. (Brooklyn, New York) 28:1059-1099, 2003.

- Webster, T. H. Party control in international arbitration. *Arbitration international* (London) 19:2:119-142, 2003.
- Whittinghill, C. L. The role and regulation of international commercial arbitration in Argentina. *Texas international law journal* (Austin, Texas) 38:796-813, 2003.
- Winckless, M. L. J. The history and current status of arbitration in Thailand. *Asian dispute resolution* (Hong Kong) 12-13, March 2004.
- Compares Thai domestic legislation with UNCITRAL model law on international commercial arbitration.
- Wolski, B. New rules to facilitate the use of ADR in resolving international commercial disputes. *ADR bulletin; the monthly newsletter on dispute resolution* 5:9:149-157, 2003.
- Yoshida, I. Interpretation of separability of an arbitration agreement and its practical effects on rules of conflict of laws in arbitration in Russia. *Arbitration international* (London) 19:1:95-112, 2003.
- Yu, Hong-lin, and Nasir Motassem. Can online arbitration exist within the traditional arbitration framework? *Journal of international arbitration* (London) 20:5:455-473, 2003.

IV. International transport

- Asariotis, R. Draft instrument on transport law; an update on proceedings at the UNCITRAL Working Group. *Journal of international maritime law* (Witney, United Kingdom) 9:4:400-402, 2003.
- Baughen, S. International maritime law. In *International maritime and commercial law yearbook 2003*. London, United Kingdom, Informa Professional, 2003. p. 142-150.
- Discusses UNCITRAL draft instrument on carriage of goods.
- Bello, H. Nigerian shippers don't know their rights. *Africa news*, 24 July 2003.
- Berlingieri, F. A new convention on the carriage of goods by sea; port-to-port or door-to-door? *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:265-280, 2003.
- Block, S. The continuing saga of cargo liability reform; the debate goes international. *Mondaq business briefing* (London) 5 September 2003.
- Clarke, M. The line in law between land and sea. *Journal of business law* (London) 522-524, September 2003.
- Edelman, P. S. A new regime for cargo claims. *New York law journal* (New York) 29 September 2003. p. 3.
- Edmonson, R. G. All together now; U.S. seeks compromise on international cargo liability rules; U.N.-sponsored meetings to resume. *Traffic world* (Washington, D.C.) 29 September 2003. p. 32.

- Griggs, P. J. S. Obstacles to uniformity of maritime law; the Nicholas J. Healy lecture. *Journal of maritime law and commerce* (Baltimore, Maryland) 34:2:191-208, 2003.
- Haicong, Z. A call for the restoration of contractual freedom in cargo shipping. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:309-318, 2003.
- Karan, H. Revising liability limits in international maritime conventions; a Turkish perspective. *Journal of maritime law and commerce* (Baltimore, Maryland) 34:4:615-628, 2003.
- Lefebvre G. Le projet préliminaire de la CNUDCI et la responsabilité du transporteur de marchandises par mer; périple difficile ou échouement? *Revue juridique Thémis* (Montréal) 37:431-472, 2003.
- Lejnieks, M. Diverging solutions in the harmonisation of carriage of goods by sea; which approach to choose? *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:303-307, 2003.
- Lin, J. CMI transport law draft; material contribution to the China Maritime Code. *Journal of international maritime law* (Witney, United Kingdom) 9:4:370-382, 2003.
- McLaughlin, J. Carriage of goods; finishing line finally in sight in long race for liability reform. *Lloyd's list*, 1 October 2003, p. 6.
- Racine, J. B. Le retard dans le transport maritime de marchandises. *Revue trimestrielle de droit commercial et de droit économique* (Paris) 2:223-257, 2003.
- Sturley, M. F. The United Nations Commission on International Trade Law's transport law project; an interim view of a work in progress. *Texas international law journal* (Austin, Texas) 39:65-110, 2003.
- Sze, Ping-Fat. Carrier's liability under the Hague, Hague-Visby and Hamburg Rules. The Hague, Kluwer Law International, 2002.
- Tetley, W. Reform of carriage of goods; the UNCITRAL draft and Senate COGSA '99. *Tulane maritime law journal* (New Orleans, Louisiana) 28:1-44, 2003.
- van der Ziel, G. The legal underpinning of e-commerce in maritime transport by the UNCITRAL draft instrument on the carriage of goods by sea. *Journal of international maritime law* (Witney, United Kingdom) 9:5:461-470, 2003.

V. International payments

[No publications recorded under this heading.]

VI. Electronic commerce

- Astrup, J. Clearing up e-contracting issues; self-regulation is a better approach, says ICC, than the convention being drafted by UNCITRAL. *Legal times* (Washington, D.C.) 21 July 2003, p. 21.

- Brazell, L. Electronic signatures law and regulation. London, Sweet and Maxwell, 2004.
- DiMatteo, L. A. The law of international contracting. The Hague, Kluwer Law International, 2000.
- Draetta, U. Internet et commerce électronique. Bruxelles, Bruylant, 2003.
- Fletcher, C. The banker's role in electronic trade documentation; are bankers doing enough? A trader's perspective. *Documentary credit world* (Montgomery Village, Maryland) 7:4:31-33, 2003.
- Geist, M. Have-not world more plugged-in than we think. *Toronto star*, 21 April 2003.
- Jawahitha, S. Electronic contract in the Malaysian Contracts Act 1950; an analytic comparison with the EU Directive on E-Commerce and the US Uniform Computer Information Transaction Act 1999. *Business law review* (The Hague) 24:4:91-106, 2003.
- Madrid Parra, A. El negocio jurídico electrónico. *Revista de la contratación electrónica* (Cádiz) 29:3-62, 2002.
- Martínez-Nadal, A., and J. L. Ferrer-Gomila. Liability of certification authorities issuing electronic signature certificates. *Electronic communication law review* (The Hague) 9:4:225-248, 2002.
- Pistorius, T. "Nobody knows you're a dog"; the attribution of data messages. *SA mercantile law journal* (Lansdowne) 14:4:737-747, 2002.
- Rosas, R. Comparative study of the formation of electronic contracts in American law with references to international and Mexican law. *Houston journal of international law* (Houston) 26:63-96, 2003.
- Sawyer, A. J. An electronic transactions act for New Zealand – at last! *Journal of international banking law and regulation* (London) 18:4:151-159, 2003.
- Vilus, J. Electronic commerce; an incentive for the modernisation and harmonisation of contract law. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:163-170, 2003.

VII. Independent guarantees and stand-by letters of credit

- Fayers, R. Two key court decisions involving L/Cs; an express agreement of the beneficiary not to draw under an L/C. *DCI insight* (Paris) 9:4:14, 2003.
- Gao, Xiang. The fraud rule in the law of letters of credit; a comparative study. The Hague, Kluwer Law International, 2002.
- _____ and R. P. Buckley. The unique jurisprudence of letters of credit; its origins and sources. *San Diego international law journal* (San Diego, California) 4:91-125, 2003.

Kerković, T. M. Konvencija UN o nezavisnim garancijama i stand by akreditivima; u susret novoj lex mercatoria (UN Convention on Independent Guarantees and Stand-by Letters of Credit; meeting the new lex mercatoria. *Pravni život* (Beograd) 11:317-330, 2000.

In Serbian.

_____. Nezavisna bankarska garancija i stand by akreditiv u međunarodnim poslovnim transakcijama (Independent (bank) guarantees and stand-by letters of credit in international business transactions. *Ekonomске teme* (Niš) 3:123-133, 2000.

In Serbian.

Niibori, S. Global law on commercial transactions; the United Nations Convention on Independent Guarantees and Stand-by Letters of Credit. *JCA journal* (Tokyo) 50:11:68-72, November 2003

Part I. In Japanese.

_____. Global law on commercial transactions; the United Nations Convention on Independent Guarantees and Stand-by Letters of Credit. *JCA journal* (Tokyo) 50:12:42-46, December 2003

Part II. In Japanese.

_____. Global law on commercial transactions; the United Nations Convention on Independent Guarantees and Stand-by Letters of Credit. *JCA journal* (Tokyo) 51:1:68-73, January 2004

Part III. In Japanese.

_____. Global law on commercial transactions; the United Nations Convention on Independent Guarantees and Stand-by Letters of Credit. *JCA journal* (Tokyo) 51:2:42-46, February 2004

Part IV. In Japanese.

_____. Global law on commercial transactions; the United Nations Convention on Independent Guarantees and Stand-by Letters of Credit. *JCA journal* (Tokyo) 51:3:67-71, March 2004

Part V. In Japanese.

_____. Global law on commercial transactions; the United Nations Convention on Independent Guarantees and Stand-by Letters of Credit. *JCA journal* (Tokyo) 51:4:58-62, April 2004

Part VI. In Japanese.

Rodríguez Díaz, I. El torno a la garantía a primera demanda. *Revista de derecho bancario y bursátil* (Valladolid) 22:7-52, 2003.

VIII. Procurement

- Arrowsmith, S. New developments in UNCITRAL future work on public procurement and new model provisions on privately financed infrastructure projects. *Public procurement law review* (London) 6:NA131-NA134, 2003.
- _____. Public procurement; an appraisal of the UNCITRAL Model Law as a global standard. *International and comparative law quarterly* (London) 53:1:17-46, 2004.
- _____, J. Linarelli and Don Wallace, Jr. Regulating public procurement; national and international perspectives. The Hague, Kluwer Law International, 2000.
- Dischendorfer, M. The UNCITRAL model law on procurement; how does it reconcile the theoretical goal of total objectivity with the practical requirement for some degree of subjectivity? *Public procurement law review* (London) 2:100-107, 2003.
- Watermeyer, R. B. Facilitating sustainable development through public and donor procurement regimes; tools and techniques. *Public procurement law review* (London) 1:30-55, 2004.

IX. Cross-border insolvency

- Cooper, N. Fifth INSOL international/UNCITRAL judicial colloquium; Las Vegas. *INSOL world; the quarterly journal of INSOL International* (London) Fourth quarter 2003, p. 4.
- Cronje, T. South Africa update. *INSOL world; the quarterly journal of INSOL International* (London) First quarter 2004, p. 34.
- Felsberg, T. B. Cross-border insolvencies and restructurings in Brazil. *INSOL world; the quarterly journal of INSOL International* (London) Second quarter 2003, p. 25.
- Gerber, E. J. Not all politics is local; the new chapter 15 to govern cross-border insolvencies. *Fordham law review* (New York) 71:2051-2099, 2003.
- Harmer, R. W. The UNCITRAL Model Law on Cross-Border Insolvency or “Trivial Pursuit”. In *Cross-border insolvency; a guide to recognition and enforcement*. London, INSOL publishing, 2003. p. 5-13.
- Lechner, R. Waking from the jurisdictional nightmare of multinational default; the European Council Regulation on Insolvency Proceedings. *Arizona journal of international and comparative law* (Tucson, Arizona) 19:975-1024, 2002.
- Leonard, E. B. The international scene; the international year in review. *American bankruptcy institute journal* (Alexandria, Virginia) 223, December 2003.
- Discusses developments relating to UNCITRAL model law on cross-border insolvency.
- Look, Chan Ho. Anti-suit injunctions in cross-border insolvency; a restatement. *International and comparative law quarterly* (London) 52:3:697-736, 2003

- Neiman, D. International insolvencies and environmental obligations; a prelude to resolving the conflicting policies of a clean slate versus a clean site in transnational bankruptcies. *Fordham journal of corporate and financial law* (New York) 8:789-852, 2003.
- Olivencia Ruiz, M. El tema de la insolvencia en la agenda de UNCITRAL. *Revista de derecho bancario y bursátil* (Valladolid) 15:62:411-433, 1996.
- Rouillon, A. A. N. Cooperacion internacional en materia concursal; la Ley Modelo de la CNUDMI (UNCITRAL) sobre Insolvencia Transfronteriza. *La ley* (Buenos Aires) 66:113:1-5, 12 de junio 2002.
- Sánchez-Mejorada y Velasco, C. The New Mexican Insolvency Law. Paper presented at the 19th Annual Bankruptcy Conference, University of Texas School of Law (2000).
- Shidlovitsky, L. Adoption of chapter 15; a necessary step in international bankruptcy reform. *Southwestern journal of law and trade in the Americas* (Los Angeles) 10:171-193, 2003.
- Tobler, C. Managing failure in the new global economy; the UNCITRAL Model Law on Cross-Border Insolvency. *Boston College international and comparative law review* (Boston) 22:383-423, 1999.
- Torremans, P. L. C. Cross border insolvencies in EU, English and Belgian Law. The Hague, Kluwer Law International, 2002.
- Trichardt, A., and A. Antoniou. UNCITRAL Model Law on Cross-Border Insolvency. *Insolvency law bulletin* 3:1:1-5, 2002.
- US bankruptcy reform; progress to date. By J. G. Miller and others. *INSOL world: the quarterly journal of INSOL International* (London) second quarter 2003, p. 21-22.

X. Receivables financing

- Affaki, G. L'apport de la Convention CNUDCI sur la cession de créances aux opérations de banque. *Banque et droit; la pratique du droit bancaire* (Paris) 90:3-25, 2003.
- Bang-Pederson, U. R. Mere om transport i tilgodehavender fra eksport. *Ugeskrift for Retsvaesen* (København) 2:140:143, 2002.
- Bazinas, S. V. Contribución de la CNUDMI a la unificación del derecho que rige la financiación mediante cesión de créditos; Convención de las Naciones Unidas sobre la cesión de créditos en el comercio internacional. *Derecho comercial y de las obligaciones* (Buenos Aires) v. 1: 699-720, 2002.
- Spanish translation of article by Spiros Bazinas in *Uniform law review/Revue de droit uniforme* (Rome) 7:2:49-67, 2002.
- _____. Key policy issues of the United Nations Convention on the Assignment of Receivables in International Trade. *Tulane journal of international and comparative law* (New Orleans, Louisiana) 11:275-301, 2003.

- Burman, H. S. The commercial challenge in modernizing secured transactions law. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2:347-352, 2003.
- Campbell, D., *ed.* International secured transactions. Dobbs Ferry, New York, Oceana Publications, 2003.
- Looseleaf, two vols.
- Commercial Finance Association. Annual report 2002; international developments; UN Convention on the Assignment of Receivables in International Trade; UNCITRAL Legislative Guide on Secured Transactions Law. *The secured lender* (New York) March/April 2003, p. 5-6.
- Kieninger, E. M., and E. Schütze. Neue Chancen für internationale Finanzierungsgeschäfte; die UN-Abtretungskonvention. *Zeitschrift für Wirtschaftsrecht ZIP* (Köln) 24:48:2181-2185, 2003.
- Osuna Gonzalez, A. Comentarios a la Convencion de Naciones Unidas sobre la Cesión de Créditos en el Comercio Internacional. *Revista jurídica universidad de Puerto Rico* (Puerto Rico) 72:31-6, 2003.
- Palmeri, R. P. UN deserves praise for trade efforts. *Milwaukee journal Sentinel /JSOnline* (Milwaukee, Wisconsin) June 16, 2003.
- Available at <http://www.jsonline.com/bym/news/jun03/148204.asp>

XI. International construction contracts

[No publications recorded under this heading.]

XII. International countertrade

- Kerković, T. M. Obaveza kontratrgovine prema pravnom vodiču UN za međunarodne kontratrgovinske transakcije (Countertrade commitment according to the UNCITRAL Legal Guide on International Countertrade Transactions). In *Regional development and democratic influences in Balkan countries*. Niš, University of Niš Economics Faculty, June 2001. p. 215-223.
- In Serbian.
- _____. Učešće trećih lica u međunarodnim kontratrgovinskim transakcijama (Participation of third parties according to the UN Legal Guide on International Countertrade Transactions). *Pravni život* (Beograd) 11:405-417, 2001.
- In Serbian.
- _____. Međunarodni kontratrgovinski poslovi i rešenja u nacionalnoj regulativi (International countertrade transactions and solutions in national regulations). *Pravo i privreda* (Beograd) 5-8, 2000:840-853, 2002.
- In Serbian.

_____. Pravni vodič UNCITRAL-a za međunarodne kontratrgovinske transakcije (UNCITRAL Legal Guide in International Countertrade Transactions). *Ekonomске teme* (Niš) 1-2:587-599, 2002.

In Serbian.

_____. Novi pristup u poimanju međunarodnih kontratrgovinskih poslova (A new approach to the concept of international countertrade transactions). *Ekonomika* (Niš) 6:90-98, 2002.

In Serbian.

_____. Mehanizmi plaćanja u međunarodnim kontratrgovinskim poslovima (Mechanism of different payment methods in international countertrade transactions.) *Pravo i privreda* (Beograd) 5-8:792-804, 2003.

In Serbian.

_____. Pravni aspekti i pravna priroda međunarodnih kontratrgovinskih poslova (Legal aspects and legal nature of international countertrade transactions). Doctoral thesis, University of Belgrade Faculty of Law, Belgrade, 2003. 410 p.

In Serbian. Includes tables and bibliography.

XIII. Privately financed infrastructure projects

Neumann, P. Build, operate, transfer project financing in emerging countries. In International project finance. F. Scott and C. P. Martens, eds. Ardsley, New York, Transnational publishers, 2000. p. 133-164.

Wiwen-Nilsson, T. UNCITRAL Legislative Guide for Privately Financed Infrastructure Projects. In International project finance. F. Scott and C. P. Martens, eds. Ardsley, New York, Transnational publishers, 2000. p. 7-13.

XIV. Security interests

Buxbaum, H. L. Unification of the law governing secured transactions; progress and prospects for reform. *Uniform law review/Revue de droit uniforme* (Rome) 8:1/2: 321-340, 2003.

Campbell, D., ed. International secured transactions. Dobbs Ferry, New York, Oceana Publications, 2003. 2 v.

Looseleaf.

Commercial Finance Association. Annual report 2002; international developments; UN Convention on the Assignment of Receivables in International Trade; UNCITRAL Legislative Guide on Secured Transactions Law. *The secured lender*. (New York) March/April 2003, p. 5-6.

Annex

UNCITRAL legal texts

<i>Short title</i>	<i>Full title</i>
Hamburg Rules (1978)	United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg) ^a
Limitation Convention (1974/1980)	Convention on the Limitation Period in the International Sale of Goods, 1974 (New York), ^b and Protocol amending the Convention on the Limitation Period in the International Sale of Goods, 1980 (Vienna) ^c
UNCITRAL Arbitral Proceedings Notes (1996)	UNCITRAL Notes on Organizing Arbitral Proceedings (1996) ^d
UNCITRAL Arbitration Rules (1976)	UNCITRAL Arbitration Rules (1976) ^e
UNCITRAL Bills and Notes Convention (1988)	United Nations Convention on International Bills of Exchange and International Promissory Notes (1988) ^f
UNCITRAL Conciliation Rules (1980)	UNCITRAL Conciliation Rules (1980) ^g
UNCITRAL Construction Contracts Guide (1987)	UNCITRAL Legal Guide on Drawing Up International Contracts for the Construction of Industrial Works (1987) ^h
UNCITRAL Credit Transfer Model Law (1992)	UNCITRAL Model Law on International Credit Transfers (1992) ⁱ
UNCITRAL Electronic Funds Guide (1986)	UNCITRAL Legal Guide on Electronic Funds Transfers (1986) ^j
UNCITRAL Infrastructure Projects Guide (2001)	UNCITRAL Legislative Guide on Privately Financed Infrastructure Projects (2001) ^k
UNCITRAL International Countertrade Guide (1992)	UNCITRAL Legal Guide on International Countertrade Transactions (1992) ^l
UNCITRAL Model Arbitration Law (1985)	UNCITRAL Model Law on International Commercial Arbitration (1985) ^m
UNCITRAL Model Conciliation Law (2002)	UNCITRAL Model Law on International Commercial Conciliation (2002) ⁿ
UNCITRAL Model Insolvency Law (1997)	UNCITRAL Model Law on Cross-Border Insolvency (1997) ^o

UNCITRAL Model Law on Electronic Commerce (1996)	UNCITRAL Model Law on Electronic Commerce (1996) ^p
UNCITRAL Model Law on Electronic Signatures (2001)	UNCITRAL Model Law on Electronic Signatures (2001) ^q
UNCITRAL Model Procurement Law (1994)	UNCITRAL Model Law on Procurement of Goods, Construction and Services (1994) ^r
United Nations Assignment Convention (2001)	United Nations Convention on the Assignment of Receivables in International Trade (2001) ^s
United Nations Guarantee and Stand-by Convention (1995)	United Nations Convention on Independent Guarantees and Stand-by Letters of Credit (1995) ^t
United Nations Sales Convention (1980)	United Nations Convention on Contracts for the International Sale of Goods (1980) ^u
United Nations Terminal Operators Convention (1991)	United Nations Convention on the Liability of Operators of Transport Terminals in International Trade (1991) ^v

Notes

^a United Nations publication, Sales No. E.95.V.14.

^b *Official Records of the United Nations Conference on Prescription (Limitation) in the International Sale of Goods, New York, 20 May-14 June 1974* (United Nations publication, Sales No. E.74.V.8), part I.

^c *Official Records of the United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March-11 April 1980* (United Nations publication, Sales No. E.81.IV.3), part I.

^d *Official Records of the General Assembly, Fifty-first Session, Supplement No. 17 (A/51/17)*, part II.

^e United Nations publication, Sales No. E.77.V.6.

^f United Nations publication, Sales No. E.95.V.16.

^g United Nations publication, Sales No. E.81.V.6.

^h United Nations publication, Sales No. E.87.V.10.

ⁱ United Nations publication, Sales No. E.99.V.11.

^j United Nations publication, Sales No. E.87.V.9.

^k United Nations publication, Sales No. E.01.V.4.

^l United Nations publication, Sales No. E.93.V.7.

^m United Nations publication, Sales No. E.95.V.18.

- ⁿ *Official Records of the General Assembly, Fifty-seventh Session, Supplement No. 17 (A/57/17)*, annex I; see also General Assembly resolution 57/18, annex.
- ^o United Nations publication, Sales No. E.99.V.3.
- ^p United Nations publication, Sales No. E.99.V.4.
- ^q United Nations publication, Sales No. E.02.V.8.
- ^r *Official Records of the General Assembly, Forty-ninth Session, Supplement No. 17 and corrigendum (A/49/17 and Corr.1)*, annex I.
- ^s General Assembly resolution 56/81, annex.
- ^t United Nations publication, Sales No. E.97.V.12.
- ^u United Nations publication, Sales No. E.95.V.12.
- ^v *Official Records of the United Nations Conference on the Liability of Operators of Transport Terminals in International Trade, Vienna, 2-19 April 1991* (United Nations publication, Sales No. E.93.XI.3), part I, document A/CONF.152/13, annex.
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