



## 大会

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**与贸易法委员会工作有关的最新著作目录\*\***

**秘书处的说明**

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## 一. 综述

Donini, V. M. La circulation des modèles juridiques dans la région euro-méditerranéenne et le droit uniforme du commerce international. *Uniform law review = Revue de droit uniforme* (Roma) 14:1/2:97-117, 2009.

Estrella Faria, J. A. Future directions of legal harmonisation and law reform: stormy seas or prosperous voyage? *Uniform law review = Revue de droit uniforme* (Roma) 14:1/2:5-34, 2009.

Gabriel, H. D. The advantages of soft law in international commercial law: the role of UNIDROIT, UNCITRAL, and the Hague Conference. *Brooklyn journal of international law* (Brooklyn, N.Y.) 34:3:655-672, 2009.

可在以下网页查阅：

[http://www.brooklaw.edu/~media/PDF/LawJournals/BJI\\_PDF/bji\\_vol34iii.ashx](http://www.brooklaw.edu/~media/PDF/LawJournals/BJI_PDF/bji_vol34iii.ashx)

[GPS]. The CISG and the Vis International Moot: twin ideas for effective lawyering in a globalized world. *Juridynamics Network*, 8 February 2010.

电子资源，可在以下网页查阅：<http://ucclaw.blogspot.com/2010/02/cisg-and-vis-international-moot-twin.html>

Hendrikse, M. and N. Margetson. Uniform international commercial law: the phenomena of unification, uniform construction and uniform application. *European journal of commercial contract law* (Zutphen, The Netherlands) 1:2:72-90, 2009.

Illescas-Ortiz, R. La CNUDMI hoy: la agenda de trabajo de la Comisión de las Naciones Unidas para el Derecho Mercantil Internacional. *Foro de derecho mercantil* (Bogotá) 24:7-17, 2009.

西班牙文。英文标题：UNCITRAL today: the working agenda of the United Nations Commission on International Trade Law。

Kamdem, I. F. Harmonisation, unification et uniformisation: plaidoyer pour en discours affiné sur les moyens d'intégration juridique. *Revue juridique Thémis* (Montreal) 43:3:605-649, 2009.

法文，有英文摘要。

Kozuka, Souichirou. The economic implications of uniformity in law. *Uniform law review = Revue de droit uniforme* (Roma) 12:4:683-695, 2007.

Lee, Jae Sung. Reference to the use of electronic communications in UNCITRAL's recent texts. *Sungkyunkwan journal of science & technology law* (Seoul) 3:2:197-237, fall 2009.

Linarelli, J. Analytical jurisprudence and the concept of commercial law. *Penn State law review* (Carlisle, Pa.) 114:1:119-215, 2009.

Newton, J. O. Taking the nation out of international law reform: considering a purely academic International Law Institute. *Columbia journal of transnational law* (New York) 47:3:609-647, 2009.

Oh, Soo Geun. Korea and UNCITRAL. *Tongsang-bubryul = International trade law* (Seoul) 88:8:3-13, 2009.

韩文。

Osman, F. Vers une lex mercatoria euromediterranea: la légistique au service de la codification, unification et harmonization du droit des affaires de l'Union pour la Méditerranée. *Revue de droit des affaires internationales = International business law journal* (Paris) 5:575-588, 2009.

Patnaik, D. Sridhar and F. Lala. Issues of harmonization of laws on international trade from the perspective of UNCITRAL: the past and the current work. In Participants review of international trade law post-graduate course. S. D'Orilia, ed. University Institute of European Studies and ITC ILO, Turin, Italy, 2006. p. 27-43.

可在以下网页查阅: <http://works.bepress.com/sridhar/10/>

Shaffer, G. C. How business shapes law: a socio-legal framework. *Connecticut law review* (Hartford, Conn.) 42:1:147-183, 2009.

Stewart, D. P. Private international law: a dynamic and developing field. *University of Pennsylvania journal of international law* (Philadelphia, Pa.) 30:4: 1121-1132, summer 2009.

Ünel, N. Birleşmiş Milletler Uluslararası Ticaret Hukuku Komisyonu (United Nations Commission on International Trade Law — UNCITRAL / Commission des Nations Unies pour le droit commercial international — CNUDCI). *Uluslararası ekonomik sorunlar* (Ankara) 32:51-64, 2009.

可在以下网页查阅: <http://www.mfa.gov.tr/sayi-xxxii.tr.mfa>

Weber, R. H. Mapping and structuring international financial regulation: a theoretical approach. *European business law review* (London) 20:5:651-688, 2009.

Winn, J. K. Hard law and soft law in international commercial law reform. *Sungkyunkwan journal of science & technology law* (Seoul) 3:2:173-186, Fall 2009.

## 二. 国际货物销售

Andersen, C. B. and U. G. Schroeter, eds. Sharing international commercial law across national boundaries: Festschrift for Albert H. Kritzer. London, Wildy, Simmonds & Hill Pub., 2008. xi, 654 p.

Bach, I. Neuere Rechtsprechung zum UN-Kaufrecht. *IPRax* (Bielefeld, Germany) 29:4:299-306, Juli/August 2009.

德文。英译文：Recent case law under the United Nations Sales Convention (1980).

Baker & Mckenzie international arbitration yearbook, 2008. 2nd annual ed. Moscow, Wolters Kluwer, 2009. xxvi, 372 p.

Baker & Mckenzie international arbitration yearbook, 2009. Moscow, Wolters Kluwer, 2010. xx, 480 p.

Bälz, M. Japans später Beitritt zum UN-Kaufrecht. *Rabels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen, Germany) 73:4: 683-702, 2009.

德文，有英文概要，第 702 页。

英文标题：Japan's late accession to the CISG.

Bijl, M. Fundamental breach in documentary sales contracts. *European journal of commercial contract law* (Zutphen, The Netherlands) 1:19-28, 2009.

Bridge, M. The international sale of goods: law and practice. 2nd ed. Oxford; New York, Oxford University Press, 2007. lxv, 770 p.

特别见第二部分中关于《联合国销售公约》(1980 年) 的讨论，第 505-598 页。

Cantora, M. The CISG after Medellin v. Texas: Do U.S. businesses have it? Do they want it? *Journal of international business and law* (Hempstead, N.Y.) 8:1: 111-136, 2008.

也可在以下网页查阅：<http://www.cisg.law.pace.edu/cisg/biblio/cantora.html>

Carvalho, Marina Amaral Egydio de. Contrato de compra e venda internacional e o transporte marítimo. *Revista autor* (São Paulo) 1 July 2008.

葡萄牙文。英文标题：International sales contract and maritime shipping.

电子资源，可在以下网页查阅：

[http://revistaautor.com/index.php?option=com\\_content&task=view&id=208&Itemid=38](http://revistaautor.com/index.php?option=com_content&task=view&id=208&Itemid=38)

CISG Advisory Council. CISG-AC opinion no. 7: exemption of liability for damages under article 79 of the CISG, 12 October 2007. *Internationales Handelsrecht* (Munich) 8:3:122-132, 2008.

CISG Advisory Council. CISG-AC opinion no. 8: calculation of damages under CISG Articles 75 and 76, 15 November 2008. *Internationales Handelsrecht* (Munich) 9:3:129-138, 2009.

CISG Advisory Council. CISG-AC opinion no. 9: consequences of avoidance of the contract. *Internationales Handelsrecht* (Munich) 9:4:171-181, 2009.

Dolganova, I. and M. Boff Lorenzen. A case for Brazil's adhesion to the 1980 UN Convention on Contracts for the International Sale of Goods. *Vindobona journal of international commercial law and arbitration* (Vienna) 13:2: 351-372, 2009.

Duhl, G. M. International sale of goods. *Business lawyer* (Chicago, Ill.) 64: 1281-1293, August 2009.

也可在以下网页查阅：

[http://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=1546060#](http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1546060#)

Eckert, H. -W., J. Maifeld and M. Matthiessen. *Handbuch des Kaufrechts: Der Kaufvertrag nach Bürgerlichem Recht, Handelsrecht und UN-Kaufrecht*. München, Verlag C. H. Beck, 2007. xxix, 482 p.

德文。英文标题：Handbook of sales law: the sales contract under civil law, commercial law and the UN Sales Convention (1980).

Ferrari, F. Homeward trend: what, why and why not. *Internationales Handelsrecht* (Hamburg) 9:1:8-24, 2009.

另转载于 *Revue de droit des affaires internationales = International business law journal* (Paris) 3:333-352, June 2009.

Fitzgerald, P. L. The international contracting practices survey project: an empirical study of the value and utility of the United Nation's Convention on the International Sale of Goods (CISG) and the UNIDROIT Principles of International Commercial Contracts to practitioners, jurists, and legal academics in the United States. *Journal of law and commerce* (Pittsburgh, Pa.) 27:1-111, 2008.

全文可在以下网页查阅：<http://ssrn.com/abstract=1127382>

Flambouras, D. P. Case law of Greek courts for the Vienna Convention (1980) for international sale of goods. *Nordic journal of commercial law* (Turku, Finland) 2:2009.

电子资源，可在以下网页查阅：

[http://www.njcl.utu.fi/2\\_2009/flambouras\\_dionysios.pdf](http://www.njcl.utu.fi/2_2009/flambouras_dionysios.pdf)

Gotanda, J. Y. Using the UNIDROIT principles to fill gaps in the CISG.

可在以下网页查阅：<http://ssrn.com/abstract=1019277>

另发表于：Contract damages: domestic and international perspectives. Saidov, D. and R. Cunningham, eds. Oxford, Hart Publishing, 2008. p. 107-122.

Hagström, V. Finns det utrymme för en allmän obligastionsrett i det splittrade

regelsystemet? *Tidskrift utgiven av Juridiska föreningen i Finland* (Helsingfors) 6:794-800, 2009.

瑞典文。在期刊上的标题为： Is there room for liability in a splintered legal system?

Hartmann, F. Ersatzherausgabe und Gewinnhaftung beim internationalen Warenkauf. *Internationales Handelsrecht* (Munich) 9:5:189-201, 2009.

德文。英文标题： Substitute restitution and profit liability in the international sale of goods.

Hasegawa, Toshiaki. Convention on contracts for the international sale of goods (CISG) and corporate legal affairs. *Kokusai shoji homu* (Tokyo) 38:1:10-12, 2010.

日文。目录中有英文标题。

Hayward, B. New dog, old tricks: solving a conflict of laws problem in CISG arbitrations. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 26:3:405-436, 2009.

Honnold, J. O. Uniform law for international sales under the 1980 United Nations Convention. Harry M. Flechter, *ed.* 4th *ed.* Austin, Tex.; Alphen aan den Rijn, The Netherlands, Wolters Kluwer Law & Business, 2009. xliv, 713 p.

Janssen, A. *and* O. Meyer. CISG methodology. Munich, Sellier, 2009. xii, 395 p.

包括以下文章： Preface / O. Lando, p. 1-4 — Methodological problems in the drafting of the CISG / E. Bergsten, p. 5-31 — Tracing methodology in the CISG: dogmatic foundations / U. Magnus, p. 33-59 — Literal interpretation: the meaning of the words / S. Eiselen, p. 61-89 — Legislative intention and the CISG / U. P. Gruber, p. 91-111 — Case law precedent and legal writing / L. A. DiMatteo, p. 113-132 — The observance of good faith in international trade / B. Zeller, p. 133-149 — An economic analysis of the CISG / Cenini, M. *and* F. Parisi, p. 151-170 — Homeward trend: what, why and why not / F. Ferrari, p. 171-206 — Macro-systematic interpretation of Uniform Commercial Law: the interrelation of the CISG and other uniform sources / C. B. Andersen, p. 207-259 — The CISG and its general principles / Janssen, A. *and* S. C. Kiene, p. 261-285 — The role of the UNIDROIT Principles and the PECL / P. P. Viscasillas, p. 287-317 — Constructive interpretation — applying the CISG in the 21st century / O. Meyer, p. 319-342 — The interpretation of the CISG in China / Wei Li, p. 343-353 — The interpretation of the CISG in the Arab world / Hossam A. El-Saghir, p. 355-374 — CISG and arbitration / L. Mistelis, p. 375-395.

Kajita, Yukio. Chugoku ADR jireikenkyu (27, 28): keiyaku no furikouwo megurufunsou: chusaihani no gainen no kentou. *JCA journal* (Tokyo)

Pt. 1 *in* 56:11:26-31, November 2009;

Pt. 2 in 56:12:37-41, December 2009.

日文。英文标题：Case studies on ADR in China (No. 27 and 28): conflict involving breach of contract: within boundaries of arbitration.

Karton, J.D.H. Contract law in international commercial arbitration: the case of suspension of performance. *International and comparative law quarterly* (London) 58:4:863-896, October 2009.

\_\_\_\_\_ and L. de Germiny. Has the CISG Advisory Council come of age? *Berkeley journal of international law* (Berkeley, Calif.) 27:2:448-495, 2009.

Kashiwagi, Noboru. Accession by Japan to the Vienna Sales Convention (CISG). *University of Tokyo journal of law and politics* (Tokyo) 4:92-98, spring 2007.

也可在以下网页查阅：

[http://www.law.usyd.edu.au/anjal/documents/ZJapanR/ZJapanR25/ZJapanR25\\_16\\_Kashiwagi.pdf](http://www.law.usyd.edu.au/anjal/documents/ZJapanR/ZJapanR25/ZJapanR25_16_Kashiwagi.pdf)

Kato, R. Contract liability under the UN Convention on Contracts for the International Sale of Goods: regarding fundamental breach under article 25. *Kokusai shōji hōmu* (Tokyo) 37:6:726-735, 2009.

日文。目录中有英文标题。

Kee, C. and E. Muñoz. In defence of the CISG. *Deakin law review* (Burwood, Vic., Australia) 14:1:99-124, 2009.

Kobayashi, Kazuhiro. Kokusaikigyouhoumu ni kansuru saikin no houkihan no douko — Wien baibaijyoyaku, kokusaisaibankankatsu, kongouhoujin — (shiriizu kigyouhoumushinjidai #4). *JCA journal* (Tokyo) 56:5:22-31, May 2009.

日文。英文标题：Outlook of current legal norms concerning international corporate legal practices — Vienna Sales Convention, international court jurisdiction and mixed corporates (New era of corporate legal practices; No. 4).

Koch, R. Vertragsmässigkeit der Ware bei Divergenz öffentlich-rechtlicher Vorgaben: eine Untersuchung unter besonderer Berücksichtigung der Systematik des Art. 35 CISG. *Internationales Handelsrecht* (München) 9:6:233-237, 2009.

德文。英文标题：Contractual conformity of the goods in light of diverging public law standards: an analysis with special regard to the structure of art. 35 CISG.

Kokusho, Kazuhiko. China's contract law (Goudouhou), its place in the global system: comparative study of its general provisions in relation to CISG, UNIDROIT, UCC and Japan's proposed new obligations law. *Kokusai shōji hōmu* (Tokyo)

Pt. 1 in 37:11:1461-1483, November 2009;

Pt. 2 in 37:12:1655-1672, December 2009;

Pt. 3 in 38:1:81-93, January 2010.

日文。目录中有英文标题。

Kotrusz, J. Gap-filling of the CISG by the UNIDROIT Principles of International Commercial Contracts. *Uniform law review = Revue de droit uniforme* (Roma) 14:1/2:119-163, 2009.

Kritzer, A. H. CISG and UCC comparisons and match-ups. *Uniform commercial code law journal* (New York) 40:3:391-404, winter 2008.

Kruisinga, S. A. The impact of uniform law on national law: limits and possibilities — CISG and its incidence in Dutch law. *Electronic journal of comparative law* 13.2:1-20, May 2009.

电子资源，可在以下网页查阅：<http://www.ejcl.org/132/art132-2.pdf>

Lando, O. Nordisk formueret i Europaeisk perspektiv. *Tidskrift utgiven av Juridiska föreningen i Finland* (Helsingfors) 6:753-761, 2009.

丹麦文。在期刊上的标题为：Nordic property law from a European perspective。

Lookofsky, J. and K. Hertz. EU-PIL: European Union private international law in contract and tort. Copenhagen, JP, JurisNet; DJØF Publishers, 2009. ix, 202 p.

附有光盘。

Mahasneh, N. S. Liability exemption for failure to perform under both the Vienna Convention for International Sale of Goods 1980 and Islamic jurisprudence. *Arab law quarterly* (London) 24:1:73-103, 2010.

Maley, K. The limits to the conformity of goods in the United Nations Convention on Contracts for the International Sale of Goods (CISG). *International trade and business law review* (Abingdon, Oxfordshire, U.K.) 12:82-126, 2009.

Markel, A. American, English and Japanese warranty law compared: should the U.S. reconsider her article 95 declaration to the CISG? *Pace international law review* (White Plains, N.Y.) 21:163-204, winter 2009.

也可在以下网页查阅：<http://digitalcommons.pace.edu/intlaw/292>

Martin-Davidson, S. J. Selling goods internationally: scope of the U.N. Convention on Contracts for the International Sale of Goods. *Michigan State journal of international law* (East Lansing, Mich.) 17:3:657-702, 2009.

Matsunaga, Shinomi. CISG 19jyo3ko ni okerufunsokaikeutsuyoko: hanrei no kentokara. *JCA journal* (Tokyo)

Pt. 1 in 57:2:2-6, February 2010.

日文。英文标题：Article 19 (3) CISG as a conflict resolution clause: a case

study.

McCormack, J. Commercial contracts in Muslim countries of the Middle East: a comparison with the United States. *International journal of legal information* (Washington, D.C.) 37:1:1-28, 2009.

Mercurio, B. *and others*. Considerations in the international sale of goods. In International business law. Melbourne, Australia, Oxford University Press, 2010. Ch. 2. p. 11-50.

Metzger, A. Die Haftung des Verkäufers für Rechtsmängel gemäß Artt. 41, 42 CISG. *Rabels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen, Germany) 73:4:842-865, 2009.

德文，有英文概要，第 865 页。

英文标题：Warranties against third party claims under arts. 41, 42 CISG.

Miyoshi, Yoshiyasu. Chugoku minshohô no riron to jitsumu (27): Wien baibaij yoyaku to chugokukeiyakuhô. *JCA journal* (Tokyo) 56:11:44-52, November 2009.

日文。英文标题：Theory and practice of Chinese civil law (No. 27): Vienna Sales Convention vs. Chinese contract law.

Morrissey, J. F. *and* J. M. Graves. International sales law and arbitration: problems, cases and commentary. Alphen aan den Rijn, The Netherlands, Wolters Kluwer, 2008. xxvi, 500 p.

Moss, G. C. The “Troika” and its effects on the harmonisation of contract law — illustrated by the duty of good faith between the parties. *Transnational dispute management* 6:1, March 2009.

收费电子资源，可通过以下网站获得：

<http://www.transnational-dispute-management.com/>

Murray Jr., J. E. *and* H. Flechtner. Sales, leases and electronic commerce: problems and materials on national and international transactions. St. Paul, Minn., Thomson Reuters, 2009. xxxix, 505 p.

Neumann, T. Shared responsibility under Article 80 CISG. *Nordic journal of commercial law* (Turku, Finland) 2:2009.

电子资源，可在以下网页查阅：

[http://www.njcl.utu.fi/2\\_2009/neumann\\_thomas.pdf](http://www.njcl.utu.fi/2_2009/neumann_thomas.pdf)

Niibori, Satoshi. Gulobalu shotorihikiho kakuron: Wien baibai joyaku go no kokusai Shotorihikiho toitsu no yukue — joyakukarano risuteitomento e. *JCA journal* (Tokyo)

Pt. 5 in 56:3:56-61, March 2009;

Pt. 6 in 56:4:58-63, April 2009;

Pt. 7 in 56:5:60-64, May 2009;  
 Pt. 8 in 56:6:54-59, June 2009;  
 Pt. 9 in 56:7:44-48, July 2009;  
 Pt. 10 in 56:8:49-53, August 2009;  
 Pt. 11 in 56:9:60-66, September 2009;  
 Pt. 12 in 56:10:72-76, October 2009;  
 Pt. 13 in 56:11:60-63, November 2009;  
 Pt. 14 in 56:12:51-55, December 2009;  
 Pt. 15 in 57:1:65-68, January 2010;  
 Pt. 16 in 57:2:58-61, February 2010.

日文。英文标题：Topics of global commercial law, harmonization of international trade law after the United Nations Sales Convention (1980): from treaty to restatement。

Nishiguchi, Hiroyuki. Wagakuniniokeru CISGjishito kongonokadai — keiyakuteiketsujo no kashitsusekininwo chuushintoshite. *JCA journal* (Tokyo) 56:10:21-27, October 2009.

日文。英文标题：Enactment of the CISG in Japan and future issues - with focus on responsibility of negligence in conclusion of contracts.

Onuki, Masaharu. Kaigaihanbai-Dailitenkeiyaku no Jitsumu — Dai ni kai. *JCA journal* (Tokyo) 56:6:60-65, 2009.

日文。英文标题：Practices of overseas sales and agent contracts.

Perakis, E. The structures of Greek private law. *Revue hellénique de droit international = Hellenic review of international law* (Athènes) 60:237-250, 2007.

Philippopoulos, G. V. Awareness of the CISG among American attorneys. *Uniform commercial code law journal* (New York) 40:3:357-371, winter 2008.

Piltz, B. Recent developments in UN law on international sales (CISG). *European journal of commercial contract law* (Zutphen, The Netherlands) 3:134-142, 2009.

Pribetic, A. I. An “unconventional truth”: conflict of laws issues arising under the CISG. *Nordic journal of commercial law* (Turku, Finland) 1:2009.

电子资源，可在以下网页查阅：[http://www.njcl.utu.fi/1\\_2009/article3.pdf](http://www.njcl.utu.fi/1_2009/article3.pdf)

Saare, K., K. Sein and M. -A. Simovart. The buyer's free choice between termination and avoidance of a sales contract. *Juridica international* (Tartu, Estonia) 15:43-53, 2008.

可在以下网页查阅：

<http://www.juridicalinternational.eu/index/2008/vol-xv/the-buyers-free-choice-between-termination-and-avoidance-of-a-sales-contract>

Saumier, G. International debt collection and the CISG. In International commercial debt collection. D. Franklin. Toronto, Thomson Carswell, 2007. p. 11-21.

Schappais, J. Using the new international sales rules: some practical tips for avoiding common traps of the CISG. *New Hampshire business review* (Manchester, N.H.) 27 February 2009.

报纸, 可通过以下网站查阅: <http://www.nhbr.com>

Schlechtriem, P. and P. Butler. UN Law on International Sales: the UN Convention on the International Sale of Goods. Heidelberg, Germany, Springer, 2009. liii, 351 p.

Schwenzer, I. and P. Hachem. The CISG - successes and pitfalls. *American journal of comparative law* (Ann Arbor, Mich.) 57:2:457-478, 2009.

Schwenzer, I. and C. Kee. Countertrade and the CISG. *Internationales Handelsrecht* (München) 9:6:229-233, 2009.

Schwenzer, I. Wider perspective: force majeure and hardship in international sales contracts. *Victoria University of Wellington law review* (Wellington) 39:4:709-726, April 2009.

Senechal, T. J. and J. Y. Gotanda. Interest as damages. *Columbia journal of transnational law* (New York) 47:1:491-536, 2009.

Shariff, M. J. and K. Marechal de Carteret. Revisiting the battle of the forms: a case study approach to legal strategy development. *Asper review of international business and trade law* (Winnipeg, Man.) 9:21-64, 2009.

Shin, Chang Sop. The enforcement of the United Nations Convention on Contracts for the International Sale of Goods: a case comment. *Asian business lawyer* (Seoul) 4:57-67, Fall 2009.

Shulman, M. R. and L. Singh. "The diligent will be shown the path to Heaven": China's implementation of the UN Sales Convention through arbitral tribunals. *Columbia journal of transnational law* (New York) 48:2, 2010, [44] p.

也可在以下网页查阅:

[http://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=1457939](http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1457939)

Solorzano, J. S. An uncertain penalty: a look at the international community's inability to harmonize the law of liquidated damage and penalty clauses. *Law and business review of the Americas* (Dallas, Tex.) 15:779, fall 2009.

Spanogle, J. A. and others. Global issues in contract law. St. Paul, Minn., Thomson/West, 2007. xix, 208 p. (American casebook series)

在基础合同课程中加入国际法律问题、比较法律问题和跨国法律问题等内容, 涵盖《联合国销售公约》(1980年)的状况和范围。

包括书目, 第182-201页。

Spagnolo, L. The Last outpost: automatic CISG opt outs, misapplications and the costs of ignoring the Vienna Sales Convention for Australian lawyers. *Melbourne journal of international law* (Melbourne) 10:1:141-216, May 2009.

也可在以下网页查阅：

[http://www.mjil.law.unimelb.edu.au/issues/archive/2009\(1\)/10Spagnolo.pdf](http://www.mjil.law.unimelb.edu.au/issues/archive/2009(1)/10Spagnolo.pdf)

Special edition “Issues on the CISG Horizon — Conference in Honour of Peter Schlechtriem (1933-2007)”, MAA Conference, Vienna, 2 April 2009. *Vindobona journal of international commercial law and arbitration* (Vienna) 13:1:1-250, 2009.

载有在模拟仲裁辩论赛赛友会关于《联合国销售公约》(1980 年)的会议上宣读的文章：Opening Remarks / E. Opie, p. 1-2 — The life and legacy of Peter Schlechtriem / I. Schwenzer, p. 3-10 — ‘Issues on the CISG Horizon’ — Dedication to Peter Schlechtriem, A. Kritzer, p. 11-14 — Homeward trend and lex forism despite uniform sales law / F. Ferrari, p. 15-42 — The global jurisconsultorium of the CISG revisited / C. Andersen, p. 43-70 — Can the CISG Advisory Council affect the homeward trend? / Karton, Joshua D. H. and L. de Germiny, p. 71-90 Selected issues relating to the CISG’s scope of application / H. M. Flechtner, p. 91-108 Extending the CISG to non-privity parties / Schwenzer, I. and M. Schmidt, p. 109-122 Standard terms under the CISG / P. Huber, p. 123-134 — A glimpse through the kaleidoscope: choices of law and the CISG (Kaleidoscope pt. I) / L. Spagnolo, p. 135-156 — Rats in the kaleidoscope: rationality, irrationality and the economics & psychology of opting in & out of the CISG (Kaleidoscope pt. II) / L. Spagnolo, p. 157-178 Global uniform sales law — with a European twist? CISG interaction with EU Law / U. G. Schroeter, p. 179-196 — The present state of damages under the CISG: a critical assessment / D. Saidov, p. 197-216 — Fixed sums in CISG contracts / P. Hachem, p. 217-228 — When recessions create windfalls: the problems of using domestic law to fix interest rates under article 78 CISG / J. Y. Gotanda, p. 229-240 — Promoting the adoption of the United Nations Convention on Contracts for the International Sale of Goods (CISG) / L. G. Castellani, p. 241-248 — Book Review of ‘The Law of Damages in International Sales: The CISG and other International Instruments’ by D. Saidov / E. Opie, p. 249-250。

U. G. Schroeter 的文章还可以下网页查阅：

<http://ssrn.com/abstract=1417988>

Spoorenberg, F. Offsetting losses and profits in case of breach of commercial sales/purchase agreements under Swiss law and the Vienna Convention on the International Sale of Goods. *IPRax* (Bielefeld, Germany) 29:4:357-362, Juli/August 2009.

Symposium: the application and interpretation of the CISG in Member States with

emphasis on litigation and arbitration in the P. R. of China. *International law review of Wuhan University* (Wuhan, China) 10:81-164, 2008-2009.

目录: Celebrating and researching the CISG: progress in the rule of law in the PRC / A. H. Kritzer, p. 81-89 — Traders, lawyers and the rule of law / M. R. Shulman, p. 90-93 — The CISG and INCOTERMS 2000 / J. Ramberg, p. 94-99 — The CISG and the UNIDROIT principles of international commercial contracts: two complementary instruments / M. J. Bonell, p. 100-117 — The nature and consequences of avoidance of the contract under the United Nations Convention on the International Sale of Goods / M. Bridge, p. 118-128 — Contract drafting under the CISG / C. Witz, p. 129-137 — The CISG and electronic issues / S. Eiselen, p. 138-155 — Japan's accession to the CISG: the Asia factor / H. Sono, p. 156-164.

H. Sono 的文章还发表在 *Pace international law review* (White Plains, N.Y.) 20:1:105-114, 2008。也可在以下网页查阅:

<http://www.cisg.law.pace.edu/cisg/biblio/sono5.html>

Teichert, U. Lückenfüllung im CISG mittels UNIDROIT-Prinzipien: zugleich ein Beitrag zur Wählbarkeit nichtstaatlichen Rechts. Frankfurt am Main, New York; P. Lang, 2007. lxxiii, 300 p. (Studien zum vergleichenden und internationalen Recht, Comparative and international law studies; Bd. 129)

德文。英文标题: Filling gaps in the CISG using UNIDROIT Principles: also a contribution for eligibility to the non-State jurisdiction.

Thomaeus, B. Committee reconsiders Nordic reservations to Part II of CISG. *International law office newsletters*, 22 June 2009.

电子资源, 可通过以下网站查阅: <http://www.internationallawoffice.com/>

Troiano, S. To what extent can the notion of “reasonableness” help to harmonize European contract law? Problems and prospects from a civil law perspective. *European review of private law* (Alphen aan den Rijn, The Netherlands) 17:5:749-787, 2009.

Veneziano, A. A common European law on sales? In European private law beyond the common frame of reference: essays in honour of Reinhard Zimmermann. A. Vaquer, ed. Groningen, Europa Law Pub., 2008. Ch. 5. p. 43-53.

Viglione, F. Good faith and reasonableness in contract interpretation: a comparative perspective. *European business law review* (Paris) 20:6:835-850, 2009.

Witz, C. Un double éclairage sur le délai butoir de deux ans consacré par la Convention de Vienne: note sous Civ. 1re, 8 avr. 2009, et Com. 3 févr. 2009. *Recueil Dalloz* (Paris) 185:43:2907-2910, 2009.

Yang, Fan. CISG in China and beyond. *Uniform commercial code law journal* (New York) 40:3:373-389, winter 2008.

Yongping, Xiao and Long Weidi. Selected topics on the application of the CISG in China. *Pace international law review* (White Plains, N.Y.) 20:61-103, spring 2008.

还可在以下网页查阅: <http://digitalcommons.pace.edu/intlaw/280>

Zeller, B. Uniformity of laws: a reality or just a myth? *International journal of private law* (London) 2:1:3-14, 2009.

Zorlu, R. Formation of the contract according to CISG and Turkish law compared. AK & EL Law Firm, copyright. HG.org [electronic resource].

Available online at <http://www.hg.org/article.asp?id=6675>

### 三. 国际商事仲裁和调解

Adell, S. La nouvelle loi dominicaine sur l'arbitrage commercial du 19 décembre 2008. *Revue de l'arbitrage* (Paris) 3:503-516, Juillet-Septembre 2009.

Aden, M. Die UNCITRAL-Verfahrensordnung. In his Internationale Handels-schiedsgerichtsbarkeit: Kommentar zu den Schiedsverfahrensordnungen ICC-DIS-Wiener Regeln UNCITRAL-LCIA. 2. Auflage. München, Verlag C.H. Beck, 2003. p. 573-664.

Adolf, H. Syarat tertulis dan independensi klausul arbitrase. *Indonesia arbitration quarterly newsletter* (Jakarta) 6:2009.

印度尼西亚文，有英文摘要，第 21-23 页。

英文标题: Conditions of written and independent clauses on arbitration.

Aguirre, A., N. Manasía Fernández and Y. Bermúdez Abreu. Sinergia natural en las relaciones privadas internacionales: comercio y arbitraje internacional. *Revista de ciencias jurídicas* (San Jose) 112:17-50, enero-abril, 2007.

西班牙文。英文标题: Natural synergy in international private relations: trade and international arbitration.

Alexander, N. International and comparative mediation: legal perspectives. Alphen aan den Rijn, The Netherlands, Kluwer, 2009. xxvi, 508 p.

Al-Fadhel, F. M. Respect for party autonomy under current Saudi Arbitration Law. *Arab law quarterly* (Leiden, The Netherlands) 23:1:31-57, 2009.

Ali, Shahla F. Approaching the global arbitration table: comparing the advantages of arbitration as seen by practitioners in East Asia and the West. *Review of litigation* (Austin, Tex.) 28:791-844, summer 2009.

Ambrose, C., K. Maxwell and A. Parry. The Arbitration Act 1996. In London maritime arbitration. 3rd ed. London, Informa, 2009. Ch. 2. p. 19-29.

- Arvind, T. T. The “transplant effect” in harmonization. *International and comparative law quarterly* (London) 59:1:65-88, January 2010.
- Ashford, P. Handbook on international commercial arbitration. Huntington, N.Y., JurisNet LLC, 2009. xiv, 586 p.
- Bachand, F. Kompetenz-Kompetenz, Canadian style. *Arbitration international* (London) 25:3:431-453, 2009.
- Bamforth, R. and K. Maidment. “All join in” or not? How well does international arbitration cater for disputes involving multiple parties or related claims? *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 27:1:3-25, 2009.
- Bashayreh, M. H. Lex mercatoria and arbitration agreements: perspectives from Greek and Jordanian law. *Revue hellénique de droit international = Hellenic review of international law* (Athènes) 62:1:157-198, 2009.
- Bedikian, M. A. Triumph of progress: the embrace of international commercial arbitration. In *Progress in international law*. Miller, R. A. and R. M. Bratspies, eds. Leiden, The Netherlands; Boston, Mass., Nijhoff, 2008. p. 517-537.
- Berg, A. J. van den, gen. ed. 50 years of the New York Convention: ICCA international arbitration conference. Alphen aan den Rijn, The Netherlands, Kluwer, 2009. xi, 767 p.
- D. D. Caron 的文章还可在以下网页查阅：  
[http://works.bepress.com/david\\_caron/96](http://works.bepress.com/david_caron/96)
- Bernardini, P. L’arbitrato internazionale in Italia dopo la riforma del 2006. *Diritto del commercio internazionale* (Genova, Italy) 23:3:481-501, 2009.
- 意大利文。英文标题：International arbitration in Italy after the 2006 reform.
- \_\_\_\_\_. L’arbitrato nel commercio e negli investimenti internazionali. 2. ed. Milano, Giuffrè Editore, 2008. xvi, 541 p.
- 意大利文。英文标题：Arbitration in international trade and investment.
- Bhatia, V. K., C. N. Candlin and R. Sharma. Confidentiality and integrity in international commercial practice. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 75:1:2-13, 2009.
- Binder, C. and others, eds. International investment law for the 21st century: essays in honour of Christoph Schreuer. New York, Oxford, 2009. lxvi, 970 p.
- Bismuth, R. Anatomy of the law and practice of interim protective measures in international investment arbitration. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 26:6:773-821, 2009.
- Born, G. B. International commercial arbitration. 3rd ed. Austin, Tex.; Alphen aan den Rijn, The Netherlands, Wolters Kluwer, 2009. 2 v.

- \_\_\_\_\_. International litigation and arbitration: the principle of judicial non-interference in international arbitral proceedings. *University of Pennsylvania journal of international law* (Philadelphia, Pa.) 30:4:999-1034, summer 2009.
- Bortolotti, F. International arbitration. In Drafting and negotiating international commercial contracts. Paris, ICC, 2008. Ch. 4. p. 93-124.
- Budylin, S. Judging the arbiters: the enforcement of international arbitration awards in Russia. *Review of Central and East European law* (Leiden, The Netherlands) 34:2:137-172, 2009.
- Bühler, M. W. and T. H. Webster. Handbook of ICC arbitration: commentary, precedents, materials. 2nd ed. London, Sweet & Maxwell, 2008. lxiii, 811 p.
- Carboneau, T. E. The law and practice of arbitration. 3rd ed. Huntington, N.Y., Juris Publishing, 2009. xxx, 569 p.
- Cheng, Tai-Heng. New tools for an old quest: a commentary on Kleinheisterkamp: the impact of internationally mandatory laws on the enforceability of arbitration agreements. *World arbitration and mediation review* (Huntington, N.Y.) 3:2:121-132, 2009.
- Cimmino, D. Das UNCITRAL-Modellgesetz über internationale ADR-Verfahren in Wirtschaftsstreitigkeiten. Frankfurt am Main, Peter Lang, 2008. xlviii, 311 p.  
德文。英文标题：The UNCITRAL model law on international ADR proceedings in commercial disputes.
- Clapham, J. Finality of investor-State arbitral awards: has the tide turned and is there a need for reform? *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 26:3:437-466, 2009.
- Clay, T. La Convention de New York vue par la doctrine française. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 27:1:50-65, 2009.
- Cremades, B. M. and A. M. Blanco. Modification by agreement of the statutory grounds to set aside international arbitral awards in Spain. *American review of international arbitration* (New York) 18:3:289-295, 2007.
- Cuniberti, G. Beyond contract: the case for default arbitration in international commercial disputes. *Fordham international law journal* (New York) 32:4:417, January 2009.
- Developments affecting the choice of arbitral seat and institution in China-related contracts: mainland China, Hong Kong or elsewhere? In 2009 International arbitration report. Fulbright & Jaworski L.L.P, May 2009. p. 1-7.  
电子资源，可通过以下网站查阅：<http://www.fulbright.com/>
- Dundas, H. R. The arbitration (Scotland) act 2010: converting vision into reality.

*Arbitration: the international journal of arbitration, mediation and dispute management* (London) 76:1:2-15, 2010.

Дутка, І. Превентивність Типового Закону про міжнародний арбітраж ЮНСІТРАЛ в аспекті Українського законодавства про третейське судочинство. *In* Перший львівський міжнародний форум, 12-13 червня 2008 року: проблеми альтернативного судочинства в Україні. Львів, ЛДІНТУ ім. В. Чорновола, 2008. p. 27-35.

乌克兰文。英文标题：UNCITRAL Arbitration Model Law in light of Ukrainian legislation on arbitral proceedings.

Edwards, A. The UAE's new arbitration law: is there an easier way? *In* Construction management guide: special collection of articles from various sources.

电子资源，可在以下网页查阅：<http://cmguide.org/archives/1254>

El-Hakim, J. La nouvelle loi sur l'arbitrage en Syrie no 4 du 25 mars 2008 entrée en vigueur le 1<sup>er</sup> mai 2008. *Revue libanaise de l'arbitrage arabe et international = Lebanese review of Arab and international arbitration* (Beirut) 50:5-11, 2009.

Elsing, S. H. and A. N. Diehl. The challenge of developing common mediation law regimes in Europe and the United States: from “patchwork” to coherence? *World arbitration and mediation review* (Huntington, N.Y.) 3:1:1-48, 2009.

Enforcement and recognition of foreign arbitral awards by Chinese courts. *In* 2009 International arbitration report. Fulbright & Jaworski L.L.P. 2:4-7, 2009.

电子资源，可通过以下网站查阅：<http://www.fulbright.com/>

Fauvarque-Cosson, B. et A. Wald, dir. *L'arbitrage en France et en Amérique Latine à l'aube du XXIe siècle: aspects de droit comparé*. Paris, Société de législation comparée, 2008. 422 p.

Fox, W. F. The wisdom of international commercial mediation and conciliation. *In* A liber amicorum: Thomas Wälde: law beyond conventional thought. Werner, J. and Arif Hyder Ali, eds. London, Cameron May, 2009. p. 43-53.

Franke, U. Arbitral institutions: trends and developments. *Asian dispute development* (Hong Kong) 114-117, October 2009.

Fry, J. D. Désordre public international under the New York Convention: wither truly international public policy. *Chinese journal of international law* ([Beijing]) 8:1:81-134, March 2009.

Gaillard, E. and D. Di Pietro, eds. Enforcement of arbitration agreements and international arbitral awards: the New York Convention in practice. London, Cameron May, 2008. 988 p.

Gehle, B. The arbitration rules of the Australian Centre for International Commercial

Arbitration. *Vindobona journal of international commercial law and arbitration* (Vienna) 13:2:251-274, 2009.

Gibson, C. S. Arbitration, civilization and public policy: seeking counterpoise between arbitral autonomy and the public policy defense in view of foreign mandatory public law. *Penn State law review* (Carlisle, Pa.) 113:4:1227-1268, spring 2009.

可在以下网页查阅：

[http://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=1394447](http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1394447)

Graves, J. ICA and the writing requirement: following modern trends towards liberalization or are we stuck in 1958? *Annals of the Faculty of Law in Belgrade, Belgrade law review* (Belgrade) 57:3:36-44, 2009.

Griffith, G. and A. D. Mitchell. Contractual dispute resolution in international trade: the UNCITRAL Arbitration Rules (1976) and the UNCITRAL Conciliation Rules (1980). Melbourne, Australia, Melbourne Law School, 2007. Legal studies research paper No. 217. p. 184-199.

可在以下网页查阅：

[http://preprodpapers.ssrn.com/sol3/papers.cfm?abstract\\_id=969256&rec=1&srca\\_bs=986507](http://preprodpapers.ssrn.com/sol3/papers.cfm?abstract_id=969256&rec=1&srca_bs=986507)

Guide to national rules of procedure for recognition and enforcement of New York Convention awards: report from the ICC Commission on Arbitration. *International Court of Arbitration bulletin*: 2008 special supplement (Paris) 3-349, 2008.

介绍了各个国家影响承认和执行外国仲裁裁决的当地法律环境。

Gupta, N. Enforcement of foreign awards under the Arbitration and Conciliation Act, 1996: a review of the Supreme Court judgment in Venture Global Engineering Case. *Indian journal of international law* (New Delhi) 49:2:255-270, April-June 2009.

Hamilton, C. A. and G. M. Torres. El reglamento de arbitraje del 2009 de la CAM: ¿es acorde con los usos internacionales? *Derecho de los negocios* (Madrid) 21:232:5-11, January 2010.

西班牙文。有英文摘要。英文标题：Arbitration rules 2009 of the Arbitration Court of the Chamber of Commerce of Madrid (CAM): in line with international practice?

Hamilton, J. C. International litigation and arbitration: three decades of Latin American commercial arbitration. *University of Pennsylvania journal of international law* (Philadelphia, Pa.) 30:4:1099-1120, summer 2009.

Harmathy, A. New experiences of international arbitration: with special emphasis on legal debates between parties from Western Europe and Central and Eastern

Europe. In General reports of the XVIIth congress of the International Academy of Comparative Law = Rapports généraux du XVIIe congrès de l'Académie internationale de droit comparé. Boele-Woelki, K. and S. van Erp, eds. Bruxelles, Bruylant; Utrecht, The Netherlands, Eleven International Publishing, 2007. p. 309-323.

Heiskanen, V. Forbidding dépeçage: law governing investment treaty arbitration. *Suffolk transnational law review* (Boston, Mass.) 32:2:367-408, 2009.

可在以下网页查阅：

[http://www.lalive.ch/files/vhe\\_Forbidding\\_Depecage\\_Law\\_Governing\\_Investment\\_Treaty\\_Arbitration\\_2009.pdf](http://www.lalive.ch/files/vhe_Forbidding_Depecage_Law_Governing_Investment_Treaty_Arbitration_2009.pdf)

Helou, C. The new arbitration law of the “Dubai International Financial Centre”. *Journal of Arab arbitration* (Lebanon) 1:133-160, 2009.

Henderson, A. Enforcement of arbitral awards in Indochina. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 26:6:841-857, 2009.

Hope, J. International arbitration in Scotland: a view from abroad. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 76:1:16-20, 2010.

Horvath, E. A handy tool for the settlement of international commercial disputes. *Penn State international law review* (Carlisle, Pa.) 27:3/4:783-790, spring 2009.

Hulbert, R. W. Shades of yesteryear: a note on the 1958 U.S. Delegation report on the New York Convention. *American review of international arbitration* (New York) 19:1:121-125, 2008.

Jamil, Shahid. Pakistani arbitration: towards the Model Law. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 75:4:533-537, 2009.

Jones, D. Competence-competence. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 75:1:56-64, 2009.

Jurisdiction and the New York Convention: the challenge of enforcing an award in the United States. *Miami arbitration reports* (Miami, Fla.) 1:5:11-13, 2009.

Kachwaha, S. India: arbitration in India: an introduction. *Mondaq*, 25 April 2009.

电子资源，可在网上查阅：

<http://www.mondaq.com/article.asp?articleid=78362>

Kang, Pyoung Keun. The revision of the UNCITRAL Arbitration Rules with specific reference to the treaty-based arbitration. *Tongsang-bubryul = International trade law* (Seoul) 88:8:40-63, 2009.

韩文。有英文摘要，第 62-63 页。

Kasawneh, N. A. and V. Sfeir. Arbitration and mediation in the Arab world: a growing phenomenon. *Arab comment*, 31 January 2010.

电子资源，可在以下网页查阅：

<http://arabcomment.com/2010/arbitration-mediation-in-the-arab-world-a-growing-phenomenon/>

Kaur, H. The 1996 Arbitration and Conciliation Act: a step toward improving arbitration in India. *Hastings business law journal* (San Francisco, Calif.) 6:261-373, winter 2010.

Kerr, J. J. Comparison of international arbitration rules. 3rd ed. Huntington, N.Y., Juris Publ., 2008. iv, 163, 120 p.

Kessedjian, C. Le règlement 44/2001 et l'arbitrage. *Revue de l'arbitrage* (Paris) 4:699-729, 2009.

Keyes, M. Jurisdiction under the Hague Choice of Courts Convention: its likely impact on Australian practice. *Journal of private international law* (Oxford, U.K.) 5:2:181-211, 2009.

Kleinheisterkamp, J. The impact of internationally mandatory laws on the enforceability of arbitration agreements. *World arbitration and mediation review* (Huntington, N.Y.) 3:2:91-120, 2009.

Knahr, C. and others, eds. Investment and commercial arbitration: similarities and divergences. Utrecht, The Netherlands, Eleven International Publishing, 2010. 197 p.

Корабельников, Б. Р. Исполнение и оспаривание решений международных коммерческих арбитражей: комментарий к Нью-Йоркской Конвенции 1958 г. и главам 30 и 31 АПК РФ 2002 г. 3-е изд. Москва, Статут, 2008. 605 с.

俄文。英文标题：Enforcing and disputing decisions of the international commercial arbitration courts: commentary on the 1958 New York Convention, and chapters 30 and 31 of the 2002 Arbitration Procedural Code (APC) of the Russian Federation。

Lanctot, R. Reality check: is the United States' arbitration fairness act of 2009 likely to cause problems with international arbitration beyond theory? *Vindobona journal of international commercial law and arbitration* (Vienna) 13:2:307-330, 2009.

Lazić, V. The impact of uniform law on national law: limits and possibilities — commercial arbitration in the Netherlands. *Electronic journal of comparative law* 13.2:1-21, May 2009.

电子资源，可在以下网页查阅：<http://www.ejcl.org/132/art132-3.pdf>

Lesyuk, V. International commercial arbitration: experience of Austria. In

Перспективи застосування альтернативних способів вирішення спорів (ADR) в Україні = Perspectives of application of the alternative methods of disputes solving (ADR) in Ukraine. Lviv, Ukraine, LDINTU im V. Chornovola, 2009. p. 166-174.

乌克兰文，有英文摘要。

Levine, J. Current trends in international arbitral practice as reflected in the revision of the UNCITRAL Arbitration Rules. *Transnational dispute management* 6:1, March 2009.

收费电子资源，可通过以下网站获得：

<http://www.transnational-dispute-management.com/>

Lew, Julian D. M. Does national court involvement undermine the international arbitration practice? *American University international law review* (Washington, D.C.) 24:3:489-538, 2009.

Lewis, D. The Hong Kong arbitration ordinance: proposed changes. *Asian international arbitration journal* (Singapore) 5:2:109-141, 2009.

Liatowitsch, M. Schiedsgerichtsbarkeit: 12. Kapitel IPRG und das UNCITRAL Model Law on International Commercial Arbitration. In *La loi fédérale de droit international privé: vingt ans après*. Bonomi, A. and E. Cashin Ritaine, eds. Geneva, Schulthess, 2009. p. 215-222.

德文。英文标题：Arbitration: Chapter 12 IPRG (statute on international private law) and the UNCITRAL Model Law on International Commercial Arbitration。

Lookofsky, J. and K. Hertz. EU-PIL: European Union private international law in contract and tort. Copenhagen, JP, JurisNet; DJØF Publishers, 2009. ix, 202 p.

附有光盘。

Luttrell, S. and G. A. Moens. The Arbitration Rules of the Australian Centre for International Commercial Arbitration: distinctive features. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 75:4:521-532, 2009.

Luttrell, S. R. The changing lex arbitri of the UAE. *Arab law quarterly* (Leiden, The Netherlands) 23:2:139-166, 2009.

\_\_\_\_\_. Commentary on the 2008 Arbitration Law of the Dubai International Finance Centre. *International journal of private law* (London) 2:1:31-45, 2009.

Ma, Winnie (Jo-Mei). Recommendations on public policy in the enforcement of arbitral awards. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 75:1:14-27, 2009.

- Malinvaud, C. Modification de la Loi modèle CNUDCI sur les mesures intérimaires: un texte de compromis sur les mesures ex parte. In *L'arbitrage en France et en Amérique Latine à l'aube du XXIe siècle: aspects de droit comparé*. Fauvarque-Cosson, B. et A. Wald, dir. Paris, Société de législation comparée, 2008. p. 61-71.
- Manjiao, Chi. Is it time for change?: a comparative study of Chinese arbitration law and the 2006 revision of UNCITRAL Model Law. *Asian international arbitration journal* (Singapore) 5:2:142-166, 2009.
- Mantilla-Serrano, F. La nouvelle loi péruvienne sur l'arbitrage du 27 juin 2008. *Revue de l'arbitrage* (Paris) 4:731-739, 2009.
- Martinez-Fraga, P. J. Application and avoidance of §28 U.S.C. §1782 discovery in international commercial arbitration; can the New York Convention and the doctrine of "manifest disregard of the law" help or hurt? *Transnational dispute management* 6:1, March 2009.
- 收费电子资源，可通过以下网站获得：  
<http://www.transnational-dispute-management.com/>
- Mazzotta, F. G. The written form requirement of an arbitration agreement in light of new means of communication. In *Sharing international commercial law across national boundaries: Festschrift for Albert H. Kritzer*. Andersen, C. B. and U. G. Schroeter, eds. London, Wildy, Simmonds & Hill Pub., 2008. p. 326-346.
- McLean, D. J. International litigation and arbitration: toward a new international dispute resolution paradigm: assessing the congruent evolution of globalization and international arbitration. *University of Pennsylvania journal of international law* (Philadelphia, Pa.) 30:4:1087-1098, summer 2009.
- Mercurio, B. and others. Dispute resolution: arbitration. In *International business law*. Melbourne, Australia, Oxford University Press, 2010. Ch. 13. p. 487-538.
- Messmann, S. and T. Tajti, eds. The case law of Central and Eastern Europe: enforcement of contracts. Berlin, European University Press, 2009. Vol.1, 531 p., ix. Vol.2, p. 532-1087, ix.
- Mistelis, L. A. and S. L. Brekoulakis, eds. Arbitrability: international and comparative perspectives. Alphen aan den Rijn, The Netherlands, Wolters Kluwer, 2009. xxiv, 375 p. (International arbitration law library; no. 19)
- 其中以下文章提及了贸易法委员会仲裁法规：Ch. 1. Arbitrability — international and comparative perspectives: is arbitrability a national or an international law issue? / L. A. Mistelis, p. 1-17 — Ch. 2. On arbitrability: persisting misconceptions and new areas of concern/ S. L. Brekoulakis, p. 19-45 — Ch. 3. The death of inarbitrability / K. Youssef, p. 47-67 — Ch. 5. General remarks on arbitrability under the New York Convention / D. Di Pietro, p. 85-98 — Ch. 6. Law applicable to arbitrability: revisiting the revisited lex fori / S. L.

- Brekoulakis, p. 99-119 — Ch. 7. On arbitrability: the arbitrator as a problem solver / H. Pamboukis, p. 121-142 — Ch. 16. The ‘arbitrability’ of disputes arising from commercial representation / S. Kröll, p. 317-350.
- Monichino, A. Reform of the Australian domestic arbitration acts: it's time. *Arbitrator & mediator* (Melbourne) 28:1:83-102, October 2009.
- Montashami, R. and S. Tannous. Arbitration at the Dubai International Financial Centre: a common law jurisdiction in the Middle East. *Arbitration international* (London) 25:2:173-185, 2009.
- Moollan, S.A.H. Brève introduction à la nouvelle loi mauricienne sur l’arbitrage international. *Revue de l’arbitrage* (Paris) 4:933-941, 2009.
- Morrissey, J. F. and J. M. Graves. International sales law and arbitration: problems, cases and commentary. Alphen aan den Rijn, The Netherlands, Wolters Kluwer, 2008. xxvi, 500 p.
- Myšáková, P. Vymezení mezinárodní obchodní arbitráže: problematika mezinárodního prvku. *Právník* (Praha) 148:4:377-388, 2009.  
捷克文，有英文概要，第388页。  
英文标题：Delimitation of the international commercial arbitration: the dilemma of defining the international element.
- Nakamura, Tatsuya. The application of the New York Convention to investment arbitration. *Mealey’s international arbitration report* (King of Prussia, Pa.) 24:3:25-30, March 2009.  
\_\_\_\_\_. Toushichuuusai ni okeru jittaikihan no ketteinitsuite. *JCA journal* (Tokyo)  
Pt. 1 in 56:2:18-25, 2009;  
Pt. 2 in 56:3:17-25, 2009.  
日文。英文标题：Deciding on the substantive law for investment arbitration.
- Nariman, F. S. International arbitration in the twenty-first century: concepts, instruments and techniques. *Trade, law and development* (Jodhpur, Rajasthan, India) 1:2:308-318, fall 2009.  
也可在以下网页查阅：  
<http://www.tradelawdevelopment.com/index.php/tld/article/view/1%282%29%20TL%26D%20308%20%282009%29>
- Noel, G. Mauritius: Mauritius adopts legal framework for international arbitration. *Mondaq*, 23 July 2009.  
电子资源，可在以下网页查阅：  
<http://www.mondaq.com/article.asp?articleid=83156>
- Nygh, N. and S. Luttrell. The domestification of the Model Law in Australia.

- Arbitration: the international journal of arbitration, mediation and dispute management* (London) 75:4:488-490, 2009.
- Olawoyin, A. A. Charting new waters with familiar landscape. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 26:3:373-404, 2009.
- Onyema, E. Enforcement of arbitral awards in Sub-Saharan Africa. Inaugural Conference of the Alumni & Friends of the School of International Arbitration (AFSIA): issues relating to enforcement in international arbitration. London, 3 December 2008.
- 未发表的专题介绍。
- 电子资源，可在以下网页查阅：<https://eprints.soas.ac.uk/5996/>
- Otto, D. Formalien bei der Vollstreckung ausländischer Schiedsgerichtsentscheidungen nach dem New Yorker Schiedsgerichtsabkommen (zu OGH, 3.9.2008-3 OB 35/08f, oben S. 352, Nr. 25). *IPRax* (Bielefeld, Germany) 29:4:362-364, Juli/August 2009.
- 德文。英译文：Formalities of the execution of foreign arbitral awards under the New York Convention (OGH, 3.9.2008-3 OB 35/08f supra, p. 352, n. 25)。
- Parikh, S. and others. Indono shojifunsoukaikeisetsu (7). *JCA journal* (Tokyo) 56:3:26-32, 2009.
- 日文。英文标题：Overview of Indian commercial dispute resolutions.
- Quintana Adriano, E. A. Commercial arbitration: its harmonization in international treaties, regional treaties and internal law. *Penn State international law review* (Carlisle, Pa.) 27:3/4:817-850, spring 2009.
- Ramsden, P. The law of arbitration: South African and international arbitration. Cape Town, Juta, 2009. lxii, 334 p.
- Rau, A. S. Comment: mandatory law and the enforceability of arbitration agreements. *World arbitration and mediation review* (Huntington, N.Y.) 3:2:133-148, 2009.
- Richter, C. International commercial arbitration. In International commercial debt collection. Toronto, Thomson Carswell, 2007. p. 37-44.
- Rothstein, D. J. A proposal to clarify U.S. law on judicial assistance in taking evidence for international arbitration. *American review of international arbitration* (New York) 19:1:61-89, 2008.
- Sattar, S. National courts and international arbitration: a double-edged sword? *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 27:1:51-73, 2010.
- Schaner, L. S. and J. R. Schleppenbach. Looking back at 2007: another good year for the enforcement of international arbitral awards in the US. *Dispute resolution*

- journal* (New York) 63:2:80-87, May/July 2008.
- Schlabrendorff, F. von. Ethical standards for arbitrators, hybrid proceedings, rules of transnational law: are we moving towards a uniform law of international arbitration? *Annals of the Faculty of Law in Belgrade, Belgrade law review* (Belgrade) 57:3:90-115, 2009.
- Slater, M. D. On annulled arbitral awards and the death of Chromalloy. *Arbitration international* (London) 25:2:271-292, 2009.
- Smit, H. Annulment and enforcement of international arbitral awards: a practical perspective. *American review of international arbitration* (New York) 18:3:297-308, 2007.
- Song, Lianbin and Yuan Kong. Recent developments of Chinese arbitration law: a comment on the Supreme People's Court's in 2006 new interpretation. *International law review of Wuhan University* (Wuhan, China) 10:180-193, 2008-2009.
- Sorieul, R. L'œuvre normative de la CNUDCI dans le domaine des règlements des différends. In *L'arbitrage en France et en Amérique Latine à l'aube du XXIe siècle: aspects de droit comparé*. Fauvarque-Cosson, B. et A. Wald, dir. Paris, Société de législation comparée, 2008. p. 43-59.
- Special forum: Swedish Arbitration Association Conference on public policy in international arbitration, September 4-5, 2008. *Stockholm international arbitration review* (Huntington, N.Y.) 2:55-165, 2008.
- 在这次会议上宣读的、特别讨论了按照《承认及执行外国仲裁裁决公约》(1958年)执行外国仲裁裁决的公共政策例外的论文有: A preface: public policy: still the unruly horse? / H. G. Bagner, p. 55-58 — The scope of review in annulment proceedings / P. Bernardini, p. 59-71 — An introduction to international public policy / Lord Goldsmith, p. 73-77 — The common law approach to public policy in international arbitration / J. M. Hertzfeld, p. 79-89 — Public policy as grounds for annulment of or non-recognition or enforcement of arbitral awards in East Asia / Michael Hwang and Shaun Lee, p. 91-114 — Issues of substantive international public policy / S. Jagusch, p. 115-133 Public policy in Swiss international arbitration law: for once, adjectives make a difference / P. A. Karrer, p. 135-141 — Standards of procedural international public policy / R. H. Kreindler, p. 143- 149 — The public policy exception to the enforcement of international arbitral awards / D. W. Rivkin, p. 151-165.
- Svetlicinii, A. Enforcement of foreign arbitral awards and foreign judgments in the Republic of Moldova. *International law review of Wuhan University* (Wuhan, China) 10:194-213, 2008-2009.
- \_\_\_\_\_. New rules for commercial arbitration in the Republic of Moldova: a step

forward? *European business law review* (London) 20:5:767-777, 2009.

Tong Chun Fai, Edwin and N. Dewan. "Wither" or "whether" to consolidate international arbitration proceedings. *Mealey's international arbitration report* (King of Prussia, Pa.) 24:3:31-39, March 2009.

Tuinzinga, K. International commercial arbitration in Cuba. *Emory international law review* (Atlanta, Ga.) 22:2:571-638, 2008.

还可在以下网页查阅：

[http://works.bepress.com/cgi/viewcontent.cgi?article=1004&context=kevin\\_tuininga](http://works.bepress.com/cgi/viewcontent.cgi?article=1004&context=kevin_tuininga)

Walsh, T. W. The UNCITRAL Arbitration Rules and first options: failing to clearly and unmistakably evince the intent to arbitrate issues of arbitrability. *World arbitration & mediation review* (Huntington, N.Y.) 2:3:87-95, 2008.

Webster, T. H. Functus officio and remand in international arbitration. *ASA Bulletin* (Alphen aan den Rijn, The Netherlands) 27:3:441-465, 2009.

Wolff, R. Judicial assistance by German courts in aid of international arbitration. *American review of international arbitration* (New York) 19:1:145-186, 2008.

The work of International Bureau = La travail du Bureau international. *Permanent Court of Arbitration annual report = Cour Permanente d'Arbitrage rapport annuel* (The Hague) 2-36, 2008.

英文和法文。

Xiao, Yongping. and Weidi Long. Enforcement of international arbitration agreements in Chinese courts. *Arbitration international* (London) 25:4:569-589, 2009.

Ziade, R. Comparaison entre les trois principaux règlements d'arbitrage: CIRDI, CNUDCI et CCI. *Revue libanaise de l'arbitrage arabe et international = Lebanese review of Arab and international arbitration* (Beirut) 47:6-11, 2008.

#### 四. 国际运输

Andrewartha, J. English maritime law update: 2008. *Journal of maritime law and commerce* (Baltimore, Md.) 40:395-428, July 2009.

Antapassis, A. and F. Berlingieri. Mise en œuvre et interprétation des conventions internationales. *Droit maritime français* (Paris) 61:702:309-334, 2008.

In particular, see Annex 2, p. 317-321 for an analysis of the provisions of the Rotterdam Rules.

Asariotis, R. The Rotterdam Rules: a brief overview of some of their key features. *European journal of commercial contract law* (Zutphen, The Netherlands) 3:111-

125, 2009.

Baatz, Y. and others. *The Rotterdam Rules: a practical annotation*. London, Informa, 2009. xxxiv, 348 p.

载有：Ch. 1. General provisions / C. Debattista — Ch. 2. Scope of application / H. Staniland — Ch. 3. Electronic transport records / C. Debattista — Ch. 4. Obligations of the carrier / M. Tsimplis — Ch. 5. Liability of the carrier for loss, damage or delay / M. Tsimplis — Ch. 6. Additional provisions relating to particular stages of carriage / F. Lorenzon — Ch. 7. Obligations of the shipper to the carrier / F. Lorenzon — Ch. 8. Transport documents and electronic transport records / F. Lorenzon — Ch. 9. Delivery of goods / C. Debattista — Ch. 10. Rights of the controlling party / C. Debattista — Ch. 11. Transfer of rights / C. Debattista — Ch. 12. Limits of liability / M. Tsimplis — Ch. 13. Time for suit / Y. Baatz — Ch. 14. Jurisdiction / Y. Baatz — Ch. 15. Arbitration / Y. Baatz — Ch. 16. Validity of contractual terms / F. Lorenzon — Ch. 17. Matters not governed by this Convention / H. Staniland — Ch. 18. Final clauses / A. Serdy。

Beare, S. N, chair. UNCITRAL Draft Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea: conference documents. In [CMI] Yearbook = Annuaire 2009. Antwerpen, Belgium, Comité Maritime International, 2009. Pt. 2. p. 252-315.

载有：Pt. 1. A brief history of the involvement of the CMI — Pt. 2. Scope of application, freedom of contract / H. Honka — Overview of the Convention: the UNCITRAL perspective / K. Lannan UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea / J. Ramberg — Shipowner's view on the UNCITRAL Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea: summary and speech / K. Pontoppidan — Speech delivered by the President of the Union of Greek Shipowners / N. D. Efthymiou The new elements: the facilitation of electronic commerce / J. Gauthier — Multimodal aspects of the Rotterdam Rules / G. van der Ziel — Report of the discussions and resolution。

还可在以下网页查阅：

[http://www.comitemaritime.org/year/2009/pdffiles/YBK\\_2009.pdf](http://www.comitemaritime.org/year/2009/pdffiles/YBK_2009.pdf)

Berlingieri, F. A comparative analysis of the Hague-Visby Rules, the Hamburg Rules and the Rotterdam Rules.

在 2009 年 11 月 5 日至 6 日于马拉喀什举行的 AMD 大会上宣读的论文。

可在以下网页查阅：

[http://www.comitemaritime.org/draft/pdf/Comparative\\_analysis.pdf](http://www.comitemaritime.org/draft/pdf/Comparative_analysis.pdf)

\_\_\_\_\_ and S. Zunarelli. Analisi comparata delle Regole dell'Aja-Visby e delle Regole di Rotterdam. Genoa Conference "Dalle Regole dell'Aja-Visby alle

Regole di Rotterdam - Effetti del cambiamento sul commercio marittimo”,  
19-20 October 2009.

会议文件。

可在以下网页查阅：[http://www.aidim.org/pdf/Aja\\_Rotterdam.pdf](http://www.aidim.org/pdf/Aja_Rotterdam.pdf)

意大利文。英文标题：A comparative analysis of the Hague-Visby Rules and the Rotterdam Rules.

\_\_\_\_\_. Aspects multimodaux des Règles de Rotterdam. *Droit maritime français* (Paris) 60:708:867-883, Novembre 2009.

\_\_\_\_\_. Convenzione delle Nazioni Unite sui contratti per il trasporto internazionale di merci in tutto o in parte per mare. *Associazione Italiana di diritto marittimo* (website).

《鹿特丹规则》的意大利译文。

可在以下网页查阅：at: [http://www.aidim.org/pdf/Italian\\_transl.pdf](http://www.aidim.org/pdf/Italian_transl.pdf)

\_\_\_\_\_, S. Zunarelli and C. Alvisi. La nuova Convenzione UNCITRAL sul Trasporto Internazionale di Merci “Wholly or Partly by Sea” (Regole di Rotterdam). *Diritto marittimo* (Genova, Italy) 110:4:1161-1265, 2008.

意大利文。英文标题：The new UNCITRAL convention (Rotterdam Rules).

转载了英文版《鹿特丹规则》的条文，第 1232-1265 页。

\_\_\_\_\_ *and others*. The Rotterdam Rules, an attempt to clarify certain concerns that have emerged. *Comité Maritime International* (website).

可在以下网页查阅：<http://www.comitemaritime.org/draft/pdf/5RRULES.pdf>

\_\_\_\_\_. The Rotterdam Rules: the “maritime plus” approach to uniformity. *European journal of commercial contract law* (Zutphen, The Netherlands) 2:49-59, 2009.

Besri, H. Règles de Rotterdam, un enjeu pour les assurances. *L'économiste* (Casablanca) February 2010.

电子资源，可在以下网页查阅：

<http://www.leconomiste.com/article.html?a=98401>

Chan, Felix W. H. In search of a global theory of maritime electronic commerce: China’s position on the Rotterdam Rules. *Journal of maritime law and commerce* (Baltimore, Md.) 40:185-202, April 2009.

Delebecque, P. La Convention sur les contrats internationaux de transport de marchandises effectué entièrement ou partiellement par mer: «a civil law perspective». *Droit maritime français* (Paris) 61:702:335-340, 2008.

Derrington, S. C. The UNCITRAL draft instrument on transport law: does Australia need it? *Australian business law review* (Sydney) 33:1:70, February 2005.

- Diamond, A. The Rotterdam Rules. *Lloyd's maritime and commercial law quarterly* (London) 4:445-536, November 2009.
- Edmonson, R. G. Big things from small rooms. *Journal of commerce* (New York) September 2008.
- Glass, D. A. and R. Nair. Towards flexible carriage documents? Reducing the need for modally distinct documents in international goods transport. *Journal of international maritime law* (Witney, U.K.) 15:1:37-64, 2009.
- Herber, R. Vorschläge der Sachverständigengruppe zur Reform des Seehandels-rechts: Einführung, Vorgeschichte und Grundzüge. *Transportrecht* (Köln, Germany) 32:11/12:445-450, 2009.  
德文。英文标题：Proposals of the expert group on reform of maritime transport law: introduction, history and characteristics.
- Hooper, C. D. Claims handling under the Rotterdam Rules. In Steel: carriage by sea. Sparks, A. and F. Coppers. 5th ed. London, Informa, 2009. p. 287-303.
- \_\_\_\_\_. The Rotterdam Rules: an overview of the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea. *Currents* (New York) 29:11-13, November 2009.  
可在以下网页查阅：[http://www.american-club.com/files/pdf/currents\\_29.pdf](http://www.american-club.com/files/pdf/currents_29.pdf)
- \_\_\_\_\_. The Rotterdam Rules: simpler than they appear. *Arbitrator* (New York) 40:3:5-8, April 2009.  
电子资源，可在以下网页查阅：  
[http://www.smany.org/sma/pdf/Vol40\\_No3\\_Apr2009.pdf](http://www.smany.org/sma/pdf/Vol40_No3_Apr2009.pdf)
- Illescas Ortiz, R. El nuevo Convenio sobre el Contrato de Transporte Marítimo de Mercancías. *Derecho de los negocios* (Madrid) 20:221:1-4, febrero 2009.  
西班牙文。英文标题：The new convention on contracts for the carriage of goods by sea.
- Jacques, L. The Rotterdam Rules: how are they different from the Hague Visby regime? *Mondaq*, 10 June 2009.  
电子资源，可在以下网页查阅：  
<http://www.mondaq.com/article.asp?articleid=81002>
- Johansson, S. V. and E. Eftestøl-Wilhelmsson. Den nya europeiska transporträtten: fortfarande *lex specialis*? *Tidskrift utgiven av Juridiska föreningen i Finland* (Helsingfors) 6:801-825, 2009.  
瑞典文。在期刊上的标题为：The new European law of transports: still *lex specialis*?
- Karan, H. The carrier's liability under international maritime conventions: the Hague,

Hague-Visby, and Hamburg rules. Lewiston, N.Y., E. Mellen Press, 2004. lii, 512 p.

转载了《汉堡规则》的条文，第 431 页。

Keep regulation global. In BIMCO reflections - 2009. Denmark, BIMCO, 2009. p. 4-5.

Kim, In-Hyeon. A study on the carrier's liability regime in the UN UNCITRAL Working Group Meeting on the Transport Law. *Journal of the Korea Maritime Law Association* (Seoul) 27:2:357-404, November 2005.

韩文，有英文摘要。

\_\_\_\_\_. Issues on the UNCITRAL transport law project. *Journal of the Korea Maritime Law Association* (Seoul) 28:2:7-35, November 2006.

韩文，有英文摘要。

\_\_\_\_\_. Study on the delivery system under the Rotterdam Rules: focused on the comparative study [with respect] to Korean law. *Journal of the Korea Maritime Law Association* (Seoul) 31:2:7-56, November 2009.

韩文，有英文摘要。

Lannan, K. The Rotterdam Rules: a win-win proposition. *Maritime gateway* (Hyderabad, India) special annual number p.12-14, December 2009.

可在以下网页查阅：

<http://emag.maritimegateway.com/Index.aspx?issue=issue12>

\_\_\_\_\_. The United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea: a general overview = Convention des Nations Unies sur le contrat de transport international de marchandises effectué entièrement ou partiellement par mer: un aperçu général. *Uniform law review = Revue de droit uniforme* (Roma) 14:1/2:290-323, 2009.

迎面页分别为英文和法文。

转载了《鹿特丹规则》的英文和法文版，第 324-413 页。

Martin, P. V. Rotterdam Rules. *ASBA News* (Englewood Cliffs, N.J.) October 2008.

电子资源，可在以下网页查阅：

[http://www.asba.org/uploads/files/nwsltr\\_Oct08.pdf](http://www.asba.org/uploads/files/nwsltr_Oct08.pdf)

Mercurio, B. and others. International carriage of goods by sea. In International business law. Melbourne, Australia, Oxford University Press, 2010. Ch. 3. p. 51-93.

Miribel, S. Signature des Règles de Rotterdam. *Droit maritime français* (Paris) 60:708:901-906, Novembre 2009.

Morán Bovio, D. Ocean carriers' duty of care to cargo in port: the Rotterdam Rules of 2009. *Fordham international law journal* (New York) 32:4:1162-1208, April 2009.

Mukherjee, P. K. and A. Basu Bal. A legal and economic analysis of the volume contract concept under the Rotterdam Rules: selected issues in perspective. *Journal of maritime law and commerce* (Baltimore, Md.) 40:4:579-607, 2009.

Mutiganda, J. C. International rules applicable to contracts of international transport of goods: are shippers better off? In 2009 Uganda Proceedings Papers: 10th Annual International Conference on Repositioning African business and development for the 21st century, May 19-23, 2009. (Law, social responsibility and ethics, track 16)

Neame, C. United Kingdom: the Rotterdam Rules: frequently asked questions. *Mondaq*, 19 October 2009.

电子资源，可在以下网页查阅：

<http://www.mondaq.com/article.asp?articleid=87805>

New UNCITRAL carriage of goods convention. *GARD news* 192:6-8, November 2008-January 2009.

Nikaki, T. Shipping law: the statutory Himalaya-type protection under the Rotterdam Rules: capable of filling the gaps? *Journal of business law* (London) 4:403-421, 2009.

Page, P. Rotterdam Rules. *Journal of commerce* 10:27:4, 6 July 2009.

可在以下网页查阅：<http://www.joc.com/node/412276>

Parker, A. The Rotterdam Rules: a step backwards for Australian shippers? *Logistics Development Award articles*. 2007.

电子资源，可在以下网页查阅：<http://www.laa.asn.au/pdf/liaarticles/AP1.pdf>

Peters, M. Jurisdiction and multimodal transportation: bringing uniformity of carriage of goods by sea to the shores of the United States. *Michigan State journal of international law* (East Lansing, Mich.) 17:3:761-788, 2009.

Røsæg, E. Conflicts of conventions in the Rotterdam Rules. *Journal of international maritime law* (Witney, U.K.) 15:3:238-248, 2009.

Rotterdam 23.09.2009. *European transport law* (Antwerpen, Belgium) 44:4:367-498, 2009.

转载了《鹿特丹规则》英文、法文和西班牙文版的条文。

[Rotterdam Rules Colloquium papers]. Rotterdam Rules 2009 Colloquium, held in Rotterdam, the Netherlands, under the auspices of UNCITRAL and CMI, 21 September 2009.

其中的论文有：The balance of liabilities between the carrier and the shipper / Kofi Mbiah — Scope of application and freedom of contract / Hannu Honka — The obligations of the carrier / Diego Esteban Chami — Obligations et responsabilité du chargeur (dans les Règles de Rotterdam) / Ibrahima Jhalil Diallo — The new structure of the basis of liability for the carrier / Si Yuzhou and Henry Hai Li — Multimodal aspects of the Rotterdam Rules / F. Berlingieri Performing parties and Himalaya protection / Tomotaka Fujita — Jurisdiction under the Rotterdam Rules / M. F. Sturley The goods carried: who gets them and who controls them? / C. Debattista — A legal and economic analysis of the volume contract concept under the Rotterdam Rules: selected issues in perspective / Proshanto K. Mukherjee and Abhinayan Basu Bal。

可在以下网站查阅：

<http://www.rotterdamrules2009.com/cms/index.php?page=text-speakers-rotterdam-rules-2009>

Song, Ok-rial. Legal issues of Rotterdam Rules on carriage by sea. *Tongsang-bubryul = International trade law* (Seoul) 88:8:65-93, 2009.

韩文。有英文摘要，第 93 页。

[Special issue devoted to Rotterdam Rules (2008)]. *Texas international law journal* (Austin, Tex.) 44:3:269-455, spring 2009.

本期内容专门讨论《鹿特丹规则》（2008 年），内载以下文章：U.S. participation in private international law negotiations: why the UNCITRAL Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea is important to the United States / M. H. Carlson, p. 269-276 — Uniform law for international transport at UNCITRAL: new times, new players, and new rules / J. A. Estrella Faria, p. 277-319 — The UNCITRAL Convention on Carriage of Goods by Sea: harmonization or de-harmonization / J. Schelin, p. 321-327 — The liability of the contracting carrier / A. von Ziegler, p. 329-348 — The comprehensive coverage of the new Convention: performing parties and the multimodal implications / Tomotaka Fujita, 349-373 — Chapter 10 of the Rotterdam Rules: control of goods in transit / G. van der Ziel, p. 375-386 — Electronic commerce provisions in the UNCITRAL Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea / M. Alba, p. 387-416 — Forum selection and arbitration in the Draft Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, or the definition of *fora conveniens* set forth in the Rotterdam Rules / C. D. Hooper, p. 417-426 — Modernizing and reforming U.S. Maritime Law: the impact of the Rotterdam Rules in the United States / M. F. Sturley, p. 427-455。

附录转载了《鹿特丹规则》（2008 年）的条文。

[Special issue devoted to Rotterdam Rules (2008)]. *Uniform law review = Revue de*

*droit uniforme* (Roma) 14:4:801-1023, 2009.

本期的内容专门讨论《鹿特丹规则》(2008 年), 内载以下文章: The use of electronic records as collateral in the Rotterdam Rules: future solutions for present needs / M. Alba, p. 801-829 — Freedom of contract under the Rotterdam Rules / F. Berlingieri, p. 831-845 — The Rotterdam Rules from an Argentinean perspective / D. E. Chami, p. 847-856 — Le chapitre 9 des Règles de Rotterdam: la livraison / P. Delebecque, p. 857-867 — The Rotterdam Rules from the perspective of a country that is a consumer of shipping services / C. Fresnedo de Aguirre, p. 869-884 — Obligations of the shipper to the carrier under the Rotterdam Rules (Chapter 7) / C. D. Hooper, p. 885-892 — What changes in international transport law after the Rotterdam Rules? / R. Illescas Ortiz, p. 893-900 — Behind the numbers: the limitation on carrier liability in the Rotterdam Rules / K. Lannan, p. 901-929 The new structure of the basis of the carrier's liability under the Rotterdam Rules / Yuzhou, Si and Henry Hai Li, p. 931-943 — Jurisdiction and arbitration under the Rotterdam Rules / M. F. Sturley, p. 945-980 — Multimodal aspects of the Rotterdam Rules / G. van der Ziel, p. 981-995 — Delay and the Rotterdam Rules / A. von Ziegler, p. 997-1009 — The carrier and the maritime performing party in the Rotterdam Rules / S. Zunarelli, p. 1011-1023。

Special issue: the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (the Rotterdam Rules). *Journal of international maritime law* (Witney, UK) 14:6:459-655, 2008.

本期全部内容专门讨论《鹿特丹规则》(2008 年), 内载以下文章: A new Convention on the international carriage of goods by sea / D. Rhidian Thomas, p. 459-460 — Transport law for the twenty-first century: an introduction to the preparation, philosophy, and potential impact of the Rotterdam Rules / M. F. Sturley, p. 461-483 — Multimodal transport and the new UN Convention on the carriage of goods / C. Hancock, 484-495 — An appraisal of the liability regime established under the new UN Convention / D. Rhidian Thomas, p. 496-512 — The fundamental duties of the carrier under the Rotterdam Rules / Theodora Nikaki, p. 512-523 Exclusions and limitation of liability / S. Girvin, p. 524-536 — Burden of proof and allocation of liability for loss due to a combination of causes under the new Rotterdam Rules / R. Asariotis, p. 537-554 — Obligations of the shipper to the carrier / S. Baughen, p. 555-565 — Transport documentation under the new Convention / R. Williams, p. 566-585 — Electronic alternatives to transport documents and the new Convention: a framework for future development? / M. Goldby, p. 586-596 Delivery of the goods, rights of the controlling party and transfer of rights / G. J. van der Ziel, p. 597-608 — Jurisdiction and arbitration under the Rotterdam Rules / Y. Baatz, p. 608-624 — Some general criticisms of the Rotterdam Rules / W. Tetley, p. 625-628。

转载了《鹿特丹规则》的条文，第 629-655 页。

- Stettler, A. Les grands axes du projet d'instrument sur le droit des transports de la CNUDCI (2002-2008). In *La responsabilité du transporteur pour perte, avarie et/ou livraison tardive de la marchandise: étude de droit suisse avec aperçu de droit romain*. Genève, Schulthess, 2008. p. 279-288.  
 (博士) 论文—洛桑大学法律和刑事学学院。
- Sturley, M. F. Liability for delay under UNCITRAL's proposed Transport Law Convention. *Benedict's maritime bulletin* (Newark, N.J.) 4:2:108-[116], 2006.
- \_\_\_\_\_. Maritime cases about train wrecks: applying maritime law to the inland damage of ocean cargo. *Journal of maritime law and commerce* (Baltimore, Md.) 40:1:1-42, 2009.
- \_\_\_\_\_. Scope of application, duration of coverage, and exceptions to coverage in international regimes relevant to international transport law. In [CMI] Yearbook = Annuaire 1999. Antwerpen, Belgium, Comité Maritime International, 1999. Pt. 2. p. 122-131.
- \_\_\_\_\_. Scope of coverage and the treatment of performing parties under the current UNCITRAL draft instrument. *Benedict's maritime bulletin* (Newark, N.J.) 2:1:19-[27], 2004.
- \_\_\_\_\_. Selected issues in the work of the UNCITRAL transport law project. *Journal of the Korea Maritime Law Association* (Seoul) 28:2:37-64, November 2006.
- \_\_\_\_\_. Setting the limitation amounts for the UNCITRAL Transport Law Convention: the fall 2007 session of Working Group III. *Benedict's maritime bulletin* (Newark, N.J.) 5:3:147-[164], 2007.
- \_\_\_\_\_. Steady progress in New York: the spring 2005 session of UNCITRAL's Transport Law Working Group. *Benedict's maritime bulletin* (Newark, N.J.) 3:2:197-[213], 2005.
- Su, Tong-jiang and Peng Wang. Carrier's liability under international maritime conventions and the UNCITRAL draft convention on contracts for the international carriage of goods wholly or partly by sea. *Transport* (Vilnius) 24:4:345-351, 2009.
- Thomas, D. Rhidian, ed. A new convention for the carriage of goods by sea: the Rotterdam Rules: an analysis of the UN Convention on Contracts for the Carriage of Goods Wholly or Partly by Sea. Witney, England, Lawtext Pub., 2009. xxxiv, 396 p.

目录: Ch. 1. Transport law for the twenty-first century: an introduction to the preparation, philosophy, and potential impact of the Rotterdam Rules /

M. F. Sturley — Ch. 2. Multimodal transport under the Convention / C. Hancock — Ch. 3. An analysis of the liability regime of carriers and maritime performing parties / D. R. Thomas — Ch. 4. The obligations of carriers to provide seaworthy ships and exercise care / T. Nikaki — Ch. 5. The right of the carrier to exclude and limit liability / S. Girvin — Ch. 6. Loss due to a combinations of causes: burden of proof and commercial risk allocation / R. Asariotis — Ch. 7. Obligations owed by the shipper to the carrier / S. Baughen — Ch. 8. Transport documentation: the new approach / R. Williams — Ch. 9. Electronic alternatives to transport documents: a framework for future development? / M. Goldby — Ch. 10. Delivery of the goods, rights of the controlling party and transfer of rights / G. J. van der Ziel — Ch. 11. Jurisdiction and arbitration / Y. Baatz — Ch. 12. A critique of and the Canadian response to the Rotterdam Rules / W. Tetley Appendices.

Ulfbeck, V. Multimodal transports in the United States and Europe: global or regional liability rules? *Tulane maritime law journal* (New Orleans, La.) 34:1:37-90, winter 2009.

UNCITRAL draft Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea. In [CMI] Yearbook = Annuaire 2009. Antwerpen, Belgium, Comité Maritime International, 2007-2008. Pt. 2. p. 254-306.

载有以下文章：The UNCITRAL Carriage of Goods Convention: changes to existing law / M. F. Sturley, p. 254-263 — The new convention on International Contract of Carriage of Goods Wholly or Partly by Sea: a civil law perspective / P. Delebecque, p. 264-276 — Introduction / Tomotaka Fujita, p. 277-278 — Carrier's obligations and liabilities / F. Berlingieri, p. 279-286 — The Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea: the liability and limitation of liability regime / Kofi Mbiah, p. 287-299 — Background papers on shipper's obligations and liabilities / H. Olebakken, p. 300-306 — Annex 2: Analysis of the provisions of the draft international Convention on Contracts for the Carriage of Goods Wholly or Partly by Sea that refer to domestic rules, p. 315-320。

还可在以下网页查阅：

[http://www.comitemaritime.org/year/2007\\_8/pdffiles/YBK\\_07\\_08/contents/index\\_2\\_3.pdf](http://www.comitemaritime.org/year/2007_8/pdffiles/YBK_07_08/contents/index_2_3.pdf)

United Nations Conference on Trade and Development. Legal issues and regulatory developments. In Review of maritime transport 2009: report by the UNCTAD secretariat. Geneva, United Nations, 2009. Ch. 6. p.123-158.

联合国出版物，出售品编号：E.09.II.D.11。

United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (“Rotterdam Rules”): symposium of the Deutsche

Gesellschaft für Transportrecht held at Hamburg on 25 June 2009. *Transportrecht* (Hamburg, Germany) 32:9:345-388, September 2009.

目录: Introduction to the symposium / R. Herber, p. 345-346 — Main concepts of the new Convention: its aims, structure and essentials / A. von Ziegler, p. 346-357 — Evaluation of the new Convention from the perspective of carriers / U. L. Rasmussen, p. 357-361 — Evaluation of the new Convention from the perspective of cargo interests / P. Bonnevie, p. 361-366 — Evaluation of the new Convention from the perspective of insurers, p. 366-369 — Evaluation of the new Convention from the perspective of freight forwarders, J. Ramberg, p. 370-371 — Panel discussion and its results / short report by A. Tschiltzschke, p. 371 — Text of the Rotterdam Rules in English, p. 372-388.

## 五. 国际支付（包括独立担保和备用信用证）

Ali Ghouri, A. Guaranteeing the guarantee law in Pakistan: the UNCITRAL Convention and the guarantee laws of Pakistan, the UK and the USA. *Commonwealth law bulletin* (London) 35:4:659-674, 2009.

Ellinger, P. and D. Neo. UN Convention on Independent Guarantees and Stand-by Letters of Credit (1995). In their The law and practice of documentary letters of credit. Oxford; Portland, Or., Hart Publishing, 2010. Ch. 13, vi, D, p. 349-351.

Felsenfeld, C. Communications among banks. In his International banking regulation. 2nd ed. Huntington, N.Y., Juris Pub., 2007. Ch. 6. p. 203-287.

讨论《贸易法委员会国际贷记划拨示范法》(1992 年); 转载了其条文和注释性说明, 第 214-244 页。

Gómez-Blanes, P. El principio de accesoriedad de la fianza. Cizur Menor, Navarra, Thomson/Aranzadi, 2008. 298 p.

## 六. 电子商务

Белая, О. Форма международной коммерческой сделки, заключённой с помощью электронных средств связи. *Журнал международного права и международных отношений* (Минск) 1:2008.

俄文。英文标题: Form of international commercial transactions concluded by electronic means.

可在以下网页查阅:

[http://evolutio.info/index.php?option=com\\_content&task=view&id=1376&Itemid=215](http://evolutio.info/index.php?option=com_content&task=view&id=1376&Itemid=215)

Blythe, S. E. Finland's Electronic Signature Act and E-Government Act: facilitating

- security in e-commerce and online public services. *Hamline law review* (St. Paul, Minn.) 31:2:443-[470], spring 2008.
- Boss, A. H. The evolution of commercial law norms: lessons to be learned from electronic commerce. *Brooklyn journal of international law* (Brooklyn, N.Y.) 34:3:673-708, 2009.  
可通过以下网页查阅：  
[http://www.brooklaw.edu/~media/PDF/LawJournals/BJI\\_PDF/bji\\_vol34iii.ashx](http://www.brooklaw.edu/~media/PDF/LawJournals/BJI_PDF/bji_vol34iii.ashx)
- Caprioli, E. A. Droit du commerce électronique international: les textes fondateurs de la CNUDCI. Colloque francophone régional «Les enjeux juridiques du développement des technologies de l'information et de la communication: état des lieux et perspectives», Hanoi, Viet Nam, 18-19 novembre 2009.  
电子资源，可在以下网页查阅：  
<http://www.maisondudroit.org/dowload/Actes/F06%20-20Intervention%20de%20M.%20Caprioli.pdf>
- Castellani, L. G. Policy considerations on the electronic communications convention. *Sungkyunkwan journal of science & technology law* (Seoul) 3:2:187-195, fall 2009.
- Chopra, S. and L. White. Artificial agents and the contracting problem: a solution via an agency analysis. *Journal of law, technology & policy* (Champaign, Ill.) 2:363-403, 2009.
- Chun, Wan-Yong. The law of electronic commerce. Seoul, Bubyoungsa, 2009. 503 p.  
韓文。
- Davidson, A. The law of electronic commerce. Port Melbourne, Cambridge university press, 2009. xxxvii, 399 p.
- Decocq, G. Cyber consumer protection and unfair competition. In General reports of the XVIIth congress of the International Academy of Comparative Law = Rapports généraux du XVIIe congrès de l'Académie internationale de droit comparé. Boele-Woelki, K. and S. van Erp, eds. Bruxelles, Bruylant; Utrecht, The Netherlands, Eleven International Publishing, 2007. p. 535-545.
- Dolzhich, A. Digital evidence and e-signature in the Russian Federation: a change in trend? *Digital evidence journal* (Bedfordshire, U.K.) 6:181-183, 2009.
- Eiselen, S. The purpose, scope and underlying principles of the UNECIC. In Sharing international commercial law across national boundaries: Festschrift for Albert H. Kritzer. Andersen, C. B. and U. G. Schroeter, eds. London, Wildy, Simmonds & Hill Pub., 2008. p. 106-133.
- \_\_\_\_\_. The UNECIC: international trade in the digital era. *Potchefstroom electronic*

*law journal* 2:1-49, 2007.

电子资源，可在以下网页查阅：

[http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2007volume10no2/2007x2x\\_Eiselen\\_art.pdf](http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2007volume10no2/2007x2x_Eiselen_art.pdf)

Elsan, M. and M. Subaty. Contract formation using automated message system: survey of Islamic contract law. *Arab law quarterly* (Leiden, The Netherlands) 23:2:167-180, 2009.

Estrella Faria, J. A. Legal aspects of electronic commerce: rules of evidence, contract formation and online performance. *Collected courses of the Xiamen Academy of International Law* (Leiden, The Netherlands) 2:129-339, 2009.

Fitzgerald, A. and A. Moens. Regulating electronic commerce: emerging principles for the regulation of internet transactions. In *Convergence of legal systems in the 21<sup>st</sup> century: general reports delivered at the XVIth International Congress of Comparative Law* (Brisbane, Australia, 14-20 July 2002). Brussels, Bruylants, 2006. p. 1566-1580.

还可在以下网页查阅：[http://eprints.qut.edu.au/10659/1/eprint\\_BK\\_10659.pdf](http://eprints.qut.edu.au/10659/1/eprint_BK_10659.pdf)

Gabriel, H. D. United Nations Convention on the Use of Electronic Communications in International Contracts and compatibility with the American domestic law of electronic commerce. *Loyola law and technology annual* (New Orleans, La.) 7:1, 2006-2007.

Gregory, J. D. Implementing the Electronic Communications Convention. *Business law today* (Chicago, Ill.) 18:3:43-[47], January/February 2009.

He, Qi-sheng. Comments on Convention on the Use of Electronic Communications in International Contracts: in comparison with UN CISG and UNCITRAL Model Law on Electronic Commerce. *Journal of Jinan University* (Guangzhou, People's Republic of China) 29:1:57-64, 2007.

中文。原文标题为：

《国际合同使用电子通信公约》评析—兼与《联合国国际货物销售合同公约》和《电子商务示范法》比较

International Conference on the United Nations Electronic Communications Convention (2005) and its domestic implications, [held on November 10, 2009]. Seoul, Ministry of Justice, Republic of Korea, 2009. 120 p.

目录： Hard law and soft law in international commercial law reform / J. K. Winn, p. 9-20 — Policy considerations on the Electronic Communications Convention / L. Castellani, p. 21-32 — Reference to the use of electronic communications in UNCITRAL's recent texts / J. S. Lee, p. 33-74 — Impacts of UNCITRAL model laws on Vietnam's e-commerce legal framework / Viet Anh Lai, p. 75-100 — Harmonization of e-commerce legal framework at the

- reception of UNCITRAL Electronic Communications Convention in Korea / Kyoungjin Choi, p. 101-120 p.
- Kunz, C. L. The definitional hub of e-commerce: “record”. *Idaho law review* (Moscow, Idaho) 45:2:399-434, 2009.
- Lee, Jae Sung. Reference to the use of electronic communications in UNCITRAL’s recent texts. *Sungkyunkwan journal of science & technology law* (Seoul) 3:2:197-237, fall 2009.
- Liu, Ying and Qi-sheng He. Inspiration from Convention on the Use of Electronic Communications in International Contracts to the legislation of electronic commerce of China. *Journal of Jinan University* (Guangzhou, People’s Republic of China) 31:4:67-79, 2009.
- 中文，有英文摘要，第 154-155 页。
- 原文标题为：
- 《国际合同使用电子通信公约》对我国电子商务立法的启示
- Madrid Parra, Agustín. Contratación electrónica y protección de datos personales. *Revista de contratación electrónica* (Madrid) 94:3-84, June 2008.
- \_\_\_\_\_. Instrumentos de la CNUDMI/UNCITRAL sobre comercio electrónico (contratación, firma y comunicaciones comerciales). In Comercio, administración y registros electrónicos. Moreno, Orduña and Francisco Javier, eds. Navarra, Spain, Civitas, 2009. Ch. 5. p. 213-313.
- Mavioglu, O. Y. Turkey: development of e-commerce legislation and taxation of revenues from online content in Turkey. *Mondaq*, 16 June 2009.
- 电子资源，可在以下网页查阅：  
<http://www.mondaq.com/article.asp?articleid=81374>
- Mazzotta, F. G. The written form requirement of an arbitration agreement in light of new means of communication. In *Sharing international commercial law across national boundaries: Festschrift for Albert H. Kritzer*. Andersen, C. B. and U. G. Schroeter, eds. London, Wildy, Simmonds & Hill Pub., 2008. p. 326-346.
- Naciones Unidas. Conferencia de las Naciones Unidas sobre Comercio y Desarrollo. Estudio sobre las perspectivas de la armonización de la ciberlegislación en América Latina. Nueva York; Ginebra, Naciones Unidas, 2009.
- 联合国出版物 UNCTAD/DTL/STICT/2009/1。
- 西班牙文。英文标题： Study on the prospects for the harmonization of cyberlaw in Latin America.
- 电子资源，可在以下网页查阅：  
[http://www.unctad.org/sp/docs//webdtlktd20091\\_sp.pdf](http://www.unctad.org/sp/docs//webdtlktd20091_sp.pdf)

- Railas, L. The rise of the lex electronica and the international sale of goods: facilitating electronic transactions involving documentary credit operations. Helsinki, 2004, 587 p.
- (博士) 论文—赫尔辛基大学法学院, 2004 年。
- Rawls, A. Contract formation in an internet age. *Columbia science and technology law review* (New York) 10:200-231, 2009.
- Smith, S. E. The United Nations Convention on the Use of Electronic Communication in International Contracts (CUECIC): why it should be adopted and how it will affect international e-contracting. *SMU science & technology review* (Dallas, Tex.) 11:2:133, winter 2007.
- Srivastava, A. Legal understanding and issues with electronic signatures: an empirical study of large businesses. *Rutgers computer and technology law journal* (Newark, N.J.) 35:1:42-76, 2008.
- Wang, Faye Fangfei. E-confidence: offer and acceptance in online contracting. *International review of law, computers and technology* (Abington, Mass.) 22:3:271, November 2008.
- Wang, Sanghan. Rethinking achievements for the electronic commerce by UNCITRAL and prospect on future subjects. *Tongsang-bubryul = International trade law* (Seoul) 88:8:94-125, 2009.
- 韩文, 有英文摘要, 第 125 页。

## 七. 担保权益（包括应收款融资）

- Akseli, N. O. Contractual prohibitions on assignment of receivables: an English and UN perspective. *Journal of business law* (London) 7:650-678, 2009.
- \_\_\_\_\_. On the methods of international harmonization of secured transactions law. In *Sharing international commercial law across national boundaries: Festschrift for Albert H. Kritzer*. Andersen, C. B. and U. G. Schroeter, eds. London, Wildy, Simmonds & Hill Pub., 2008. p. 1-12.
- Bazinas, S. V. The UNCITRAL Legislative Guide on Secured Transactions: key objectives and fundamental policies. *Uniform commercial code law journal* (New York) 42:2:123-155, 2010.
- Brière, C. Le droit international privé européen des contrats et la coordination des sources. *Journal du droit international* (Paris) 3:791-807, 2009.
- Hankovich, Y. The legal position of an assignee in an assignor's insolvency. *Eurofenix* (Clifton, UK) 38:28-29, winter 2009/10.
- Joubert, N., A. Martin and L. Ravillon. Sources informelles du droit des affaires

internationales = Informal sources of international business law. *Revue de droit des affaires internationales* = *International business law journal* (Paris) 3:383-408, 2009.

英文和法文。

Karmel, R. S. and C. R. Kelly. The hardening of soft law in securities regulation. *Brooklyn journal of international law* (Brooklyn, N.Y.) 34:3:883-951, 2009.

Klein, J. T. UNCITRAL Legislative Guide on Secured Transactions: an introduction and overview. *American Bankruptcy Institute journal* (Alexandria, Va.) 28:6:28-29, July/August 2009.

Lee, Jung Sun. The comparison of secured transactions between Korea and the U.S.: the floating charge in secured transactions. *Korea University law review* (Seoul) 6:105-124, fall 2009.

Macdonald, R. A. Three metaphors of norm migration in international context. *Brooklyn journal of international law* (Brooklyn, N.Y.) 34:3:603-653, 2009.

可通过以下网页查阅：

[http://www.brooklaw.edu/~media/PDF/LawJournals/BJI\\_PDF/bji\\_vol34iii.ashx](http://www.brooklaw.edu/~media/PDF/LawJournals/BJI_PDF/bji_vol34iii.ashx)

McCormack, G. The CFR and credit securities: a suitable case for treatment? In European private law beyond the common frame of reference: essays in honour of Reinhard Zimmermann. A. Vaquer, ed. Groningen, Europa Law Pub., 2008. Ch. 9. p. 99-129.

Suk, Kwang Hyun. UNCITRAL Legislative Guide on Secured Transactions and the security right regime on movables and receivables under Korean law. *Tongsang-bubryul* = *International trade law* (Seoul) 88:8:173-217, 2009.

韩文，有英文摘要，第 216-217 页。

Tosato, A. The UNCITRAL Annex on security rights in IP: a work in progress. *Journal of intellectual property law and practice* (Oxford, U.K.) 4:10:743-750, 2009.

Umarji, M. R. Financial sector legislative reforms: the CFSI agenda. *Indian banker* (Mumbai) 4:11:14-23, November 2009.

Veneziano, A. Uniform law on secured transactions and insolvency: the approach of the Cape Town Convention and of the UNCITRAL Legislative Guide on Secured Transactions. In *Sharing international commercial law across national boundaries: Festschrift for Albert H. Kritzer*. Andersen, C. B. and U. G. Schroeter, eds. London, Wildy, Simmonds & Hill Pub., 2008. p. 527-551.

## 八. 采购

Anderson, R. D. and W. E. Kovacic. Competition policy and international trade liberalization: essential complements to ensure good performance in public procurement markets. *Public procurement law review* (London) 18:2:67-101, 2009.

Arrowsmith, S., ed. Reform of the UNCITRAL Model Law on Procurement: procurement regulation for the 21st century. 2009 ed. [s.l.], Thomson Reuters/West, 2009. xxx, 503 p.

目录： Pt. 1. The UNCITRAL Model Law on Procurement of Goods, Construction, and Services — Pt. 2. Regulation of framework agreements/task order contracts — Pt. 3. The regulation of electronic communications under the UNCITRAL Model Law on Procurement — Pt. 4. Regulation of electronic reverse auctions in public procurement law.

Bolton, P. Grounds for dispensing with public tender procedures in Government contracting. *Potchefstroom electronic law journal* 9:2:1-39, 2006.

电子资源，可在以下网页查阅：

[http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2006Volume9no2/2006x2x\\_Bolton\\_art.pdf](http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2006Volume9no2/2006x2x_Bolton_art.pdf)

Hernández García, R., cons. ed. International public procurement: a guide to best practice. London, Globe Law and Business, 2009. 453 p.

Nicholas, C. Reforms to the UNCITRAL Model Procurement Law on Procurement of Goods, Construction and Services. In Seminario internacional de insolvencia, insolvencia transfronteriza y contratación pública, 27 al 29 de marzo de 2006, Bogotá, D.C. = Insolvency, cross-border insolvency and procurement international seminar, 27 and 29 March 2006, Bogota. Bogotá, D.C., Cámara de Comercio de Bogotá, 2006. p. 157-169.

\_\_\_\_\_. Remedies for breaches of procurement rules and the UNCITRAL Model Law on Procurement. *Public procurement law review* (London) 18:4:NA151 — NA159, 2009.

Son, Seong Woo. The recent work on the revision of UNCITRAL Model Law on Public Procurement. *Tongsang-bubryul = International trade law* (Seoul) 88:8:14-39, 2009.

韩文，有英文摘要，第 38-39 页。

Sorieul, R. Prevention of corruption in procurement and government contracting. In International Conference on anti-corruption in Asia (“Corruption free Asia — a long term vision”), Doha, Qatar, 9-11 June 2008: conference documents. p. 157-167.

Zhang, Xinglin. Forum for review by suppliers in public procurement: an analysis and assessment of the models in international instruments. *Public procurement law review* (London) 18:5:201-226, 2009.

## 九. 破产

Adams, E. S. and J. Fincke. Coordinating cross-border bankruptcy: how territorialism saves universalism. *Columbia journal of European law* (New York) 15:1:43-[88], winter 2008/2009.

Block-Lieb, S. and T. C. Halliday. Legitimation and global lawmaking. Fordham University School of Law, Fordham law legal studies research paper, 2006.

可在以下网页查阅：<http://ssrn.com/abstract=952492>

Block-Lieb, S., J. Alexander and E. Kovalenko. Representing the interests of unsecured creditors: a comparative look at UNCITRAL's Legislative Guide on Insolvency Law (February 4, 2009). In International insolvency law: reforms and challenges. P. J. Omar, ed. 2009. (Fordham law legal studies research paper no. 1337824)

可在以下网页查阅：<http://ssrn.com/abstract=1337824>

Bu, Qingxiu. China's enterprise bankruptcy law (EBL 600): cross-border perspectives. *International insolvency review* (Chichester, U.K.) 18:3:187-207, winter 2009.

Clark, L. M. "Center of main interests" finally becomes the center of main interest in the case law. *Texas international law journal forum* (Austin, Tex.) 43:14-18, 2008.

也可在以下网页查阅：[http://www.tilj.org/forum/entry/43\\_14\\_clark/](http://www.tilj.org/forum/entry/43_14_clark/)

Clift, J., ed. Eighth Joint UNCITRAL/INSOL/World Bank Multinational Judicial Colloquium 20-21 June 2009. *Insol world* (London) fourth quarter 2009. p. 10-11.

\_\_\_\_\_. UNCITRAL Practice Guide on Cross-Border Insolvency Cooperation. *Insol world* (London) fourth quarter 2009. p. 15.

Farid, N. The fate of intellectual property assets in cross-border insolvency proceedings. *Gonzaga law review* (Spokane, Wash.) 44:1:39-80, 2009.

Fletcher, I. F. The law of insolvency. London, Sweet & Maxwell, 2009. cxxxii, 1103 p.

Gollin, S. UNCITRAL Model Law. In Heath and Whale on insolvency. [Wellington], Lexis Nexis NZ, 2009. Ch. 53. p. 810,001-810,310.

活页。

Griffiths, M. and P. Raichand. English courts are not obliged to enforce foreign judgments under UNCITRAL Model Law on Cross-Border Insolvency: Rubin and Lan v Eurofinance SA and others [2009] EWHC 2129 (Ch). *International corporate rescue* (Hertfordshire, U.K.) 7:1:60-63, 2010.

Grundy, S. Canada adopts modified version of UNCITRAL Model Law. *Insol world* (London) fourth quarter 2009. p. 30.

Halliday, T. C. Legitimacy, technology, and leverage: the building blocks of insolvency architecture in the decade past and the decade ahead. *Brooklyn journal of international law* (Brooklyn, N.Y.) 32:3:1081-1102, 2006.

也可在以下网页查阅：

[http://www.brooklaw.edu/~media/PDF/LawJournals/BJI\\_PDF/bji\\_vol32iii.ashx](http://www.brooklaw.edu/~media/PDF/LawJournals/BJI_PDF/bji_vol32iii.ashx)

Harrison, L. P. Commentary: Madoff and the search for comity abroad. *Insol world* (London) fourth quarter 2009. p. 18-19

Ho, Look Chan, ed. Cross-border insolvency: a commentary on the UNCITRAL Model Law. 2nd ed. London, Globe Law and Business, 2009. 425 p.

转载了《贸易法委员会破产示范法》(1997年)及其《颁布指南》。

\_\_\_\_\_. Recognizing an Australian solvent liquidation under the UNCITRAL Model Law: *In re Betcorp. Journal of international banking law and regulation* (London) 24:8:418-422, 2009.

Hollander, E. C. and R. A. Graham. UNCITRAL Model Law on Cross-Border Insolvency. In *European insolvency regulation*. K. Pannen, ed. Berlin, De Gruyter Recht, 2007. Pt. 4. p. 687-818.

附件 2 转载了《贸易法委员会破产示范法》(1997年)的条文，第 844-860 页。

Hummelen, J. and S. van Leeuwen. Effective handling of cross-border insolvency: is there an effective approach already? *International corporate rescue* (Hertfordshire, U.K.) 6:4:223-229, 2009.

Kipnis, A. M. Beyond UNCITRAL: alternatives to universality in transnational insolvency. *Denver journal of international law and policy* (Denver, Colo.) 36:2:155-190, 2008.

Markovic, B. UNCITRAL in Australia. *Insol world* (London) second quarter 2009. p. 36-37.

McKnight, A. Adoption in Great Britain of the UNCITRAL Model Law on Cross-Border Insolvency. In *The law of international finance*. Oxford; New York, Oxford University Press, 2008. p. 290-295.

Mevorach, I. Insolvency within multinational enterprise groups. New York, Oxford

- University Press, 2009. xxviii, 360 p.
- Nauta, M. -L. and F. Bulten. Introduction to Spanish cross-border insolvency law: an adequate connection with existing international insolvency legislation. *International insolvency review* (Chichester, UK) 18:1:59-76, 2009.
- Nicols, P. and W. Alison. Cross border insolvency: the future for Australia — Australia adopts the UNCITRAL Model Law. *Butterworths journal of international banking and financial law* (London) 23:2:189-191, 2008.
- Oh, Soo Geun and Heejong Song. Coordination of cross-border insolvency proceedings. *Tongsang-bubryul = International trade law* (Seoul) 88:8:126-172, 2009.
- 韩文。有英文摘要，第 171-172 页。
- Omar, P. J. Cross-border assistance in the common law and international insolvency texts: an update. *International company and commercial law review* (London) 20:11:379-386, 2009.
- \_\_\_\_\_. Cross-border jurisdiction and assistance in insolvency: the position in Malaysia and Singapore. *Potchefstroom electronic law journal* 11:1:158-211, 2008.
- 电子资源，可在以下网页查阅：  
[http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2008volume11no1/2008x1x\\_Omar\\_art.pdf](http://www.puk.ac.za/opencms/export/PUK/html/fakulteite/regte/per/issuepages/2008volume11no1/2008x1x_Omar_art.pdf)
- Rajak, H. Corporate groups and cross-border insolvency. *Texas international law journal* (Austin, Tex.) 44:4:521-546, summer 2009.
- Sarra, J. Oversight and financing of cross-border business enterprise group insolvency proceedings. *Texas international law journal* (Austin, Tex.) 44:4:547-576, summer 2009.
- Seminario internacional de insolvencia, insolvencia transfronteriza y contratación pública, 27 al 29 de marzo de 2006, Bogotá, D.C. = Insolvency, cross-border insolvency and procurement international seminar, 27 and 29 March 2006, Bogota. Bogotá, D.C., Cámara de Comercio de Bogotá, 2006. 169 p.
- 在贸易法委员会跨界破产问题工作研讨会上宣读的论文：UNCITRAL Model Law on Cross-Border Insolvency / J. Clift, p. 9-22 — Reforma al régimen concursal colombiano / R. D. Lacouture, p. 23-36 — Practical issues under Chapter 11 cases concerning foreign debtors / R. E. Barad, p. 37-50 — New Chapter 15 of the U.S. Bankruptcy Code — ancillary and other cross-border cases / R. E. Barad, p. 51-60 UNCITRAL Legislative Guide on Insolvency Law / J. Clift, p. 61-88 — Iniciativas internacionales sobre insolvencia / A. Rouillon, p. 89-100 — Corporate Groups and insolvency / N. Cooper, p. 101-105 El rol del sistema financiero en los procesos de insolvencia / L. H. Ustáriz González, p.

107-118 — Instalación de la jornada del seminario internacional de CNUDMI sobre insolvencia, insolvencia transfronteriza y contratación pública / X. Peñafort Garcés, p. 119-126 — La Ley Modelo de UNCITRAL sobre contratación pública de bienes, obras y servicios frente a la Ley 80 de 1993 / G. Suárez Beltrán, p. 127-156.

Shandro, S. A plea for the amendment of Chapter 15. *American Bankruptcy Institute journal* (Alexandria, Va.) 28:2:48-49, March 2009.

Wee, Meng Seng. A lost opportunity towards modified universalism. *Lloyd's maritime and commercial law quarterly* (London) 1:18-27, February 2009.

Wessels, B., B. A. Markell and J. J. Kilborn. Modeling cross-border insolvency: the role of UNCITRAL. In International cooperation in bankruptcy and insolvency matters. New York, Oxford University Press, 2009. Ch. 7. p. 197-250.

Wofford, T. The other establishment clause: the misunderstood minimum threshold for recognition. *Texas international law journal* (Austin, Tex.) 44:4:665-689, summer 2009.

Zhang, Ling. Thirty years on: the US legislation on cross-border insolvency. *International law review of Wuhan University* (Wuhan, China) 9:37-54, 2008-2009.

中文，有英文摘要。

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## 附件

本目录中引述的贸易法委员会法律文本标题简称及其全称对照表

简称	全称
汉堡规则（1978年）	联合国海上货物运输公约，1978年 (汉堡) <sup>a</sup>
时效公约（1974年/1980年）	国际货物销售时效期限公约，1974年（组织） <sup>b</sup> 和修订国际货物销售时效期限公约的议定书，1980年（维也纳） <sup>c</sup>
纽约公约（1958年）	承认及执行外国仲裁裁决公约，1958年（组织） <sup>d,e</sup>
鹿特丹规则（2008年）	联合国全程或者部分海上国际货物运输合同公约，2008年（纽约） <sup>f</sup>
贸易法委员会仲裁程序说明 (1996年)	贸易法委员会关于安排仲裁程序的说明 (1996年) <sup>g</sup>
贸易法委员会仲裁示范法 (1985年)	贸易法委员会国际商事仲裁示范法 (1985年) <sup>h</sup>
贸易法委员会仲裁示范法 (2006年修订)	贸易法委员会国际商事仲裁示范法 (1985年)，及2006年通过的修订 <sup>i</sup>
贸易法委员会仲裁规则（1976年）	贸易法委员会仲裁规则（1976年） <sup>j</sup>
贸易法委员会调解规则（1980年）	贸易法委员会调解规则（1980年） <sup>k</sup>
贸易法委员会贷记划拨示范法 (1992年)	贸易法委员会国际贷记划拨示范法 (1992年) <sup>l</sup>
贸易法委员会破产法指南 (2004年)	贸易法委员会破产法立法指南 (2004年) <sup>m</sup>
贸易法委员会破产示范法 (1997年)	贸易法委员会跨界破产示范法 (1997年) <sup>n</sup>
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贸易法委员会电子签字示范法 (2001年)	贸易法委员会电子签字示范法 (2001年) <sup>p</sup>
贸易法委员会采购示范法 (1994年)	贸易法委员会货物、工程和服务采购示范法 (1994年) <sup>q</sup>
贸易法委员会担保交易指南 (2007年)	贸易法委员会担保交易立法指南 (2007年) <sup>r</sup>
联合国电子订约公约 (2005年)	联合国国际合同使用电子通信公约 (2005年) <sup>s</sup>
联合国担保和备用公约 (1995年)	联合国独立担保和备用信用证公约 (1995年) <sup>t</sup>
联合国销售公约 (1980年)	联合国国际货物销售合同公约 (1980年) <sup>u</sup>

- <sup>a</sup> 联合国出版物，出售品编号：E.95.V.14。
  - <sup>b</sup> 《联合国国际货物销售时效（期限）会议正式记录，1974年5月20日至6月14日，纽约》（联合国出版物，出售品编号：E.74.V.8）。
  - <sup>c</sup> 《联合国国际货物销售合同会议正式记录，1980年3月10日至4月11日，维也纳》（联合国出版物，出售品编号：E.81.IV.3）。
  - <sup>d</sup> 1958年《承认及执行外国仲裁裁决公约》（纽约）是在委员会成立之前通过的，委员会受委托促进该公约和开展与该公约有关的活动。
  - <sup>e</sup> 联合国出版物，出售品编号：M.08.V.5。
  - <sup>f</sup> 联合国出版物，出售品编号：E.09.V.9。
  - <sup>g</sup> 《大会正式记录，第五十一届会议，补编第17号》（A/51/17），第二部分。
  - <sup>h</sup> 联合国出版物，出售品编号：E.95.V.18。
  - <sup>i</sup> 联合国出版物，出售品编号：E.08.V.4。
  - <sup>j</sup> 联合国出版物，出售品编号：E.93.V.6
  - <sup>k</sup> 联合国出版物，出售品编号：E.81.V.6。
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  - <sup>p</sup> 联合国出版物，出售品编号：E.02.V.8。
  - <sup>q</sup> 联合国出版物，出售品编号：E.98.V.13。
  - <sup>r</sup> 《大会正式记录，第六十二届会议，补编第17号》（A/62/17），第二部分。
  - <sup>s</sup> 联合国出版物，出售品编号：E.07.V.02。
  - <sup>t</sup> 联合国出版物，出售品编号：E.97.V.12。
  - <sup>u</sup> 联合国出版物，出售品编号：E.95.V.12。
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