



## 大 会

Distr.: General  
25 February 2008  
Chinese  
Original: English

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联合国国际贸易法委员会

第四十一届会议

2008年6月16日至7月3日，维也纳

### 与贸易法委员会工作有关的最新著作目录\*

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\* 联合国国际贸易法委员会（贸易法委员会）法规的判例法（法规判例法）及有关著述载于  
A/CN.9/SER.C/-系列文件。



## 一. 综述

Baasch Andersen C. Defining uniformity in law. *Uniform law review/Revue de droit uniforme* (Roma) 12:1:5-55, 2007.

有法文内容提要。

Basedow J. Uniform private law conventions and the law of treaties. *Uniform law review/Revue de droit uniforme* (Roma) 11:4:731-747, 2006.

有法文内容提要。

Berlingieri F. Unification and harmonisation of maritime law revisited. *Il diritto marittimo* (Genova) 109:1:28-51, 2007.

Block-Lieb S. and Halliday T. C. Incrementalisms in global lawmaking. *Brooklyn journal of international law* (Brooklyn, New York) 32:851-903, 2007.

Celebrando 40 años de UNCITRAL. *Derecho de los negocios* (Madrid) 18:204:1-3, 2007.

Cranston R. Theorizing transnational commercial law. *Texas international law journal* (Austin, Texas) 42:3:597-617, 2007.

Del Duca L. F. Developing global transnational harmonization procedures for the twenty-first century: the accelerating pace of common and civil law convergence. *Texas international law journal* (Austin, Texas) 42:3:625-660, 2007.

Gross C. News from the United Nations Commission on International Trade Law (UNCITRAL). The work of the fortieth Commission session. *Uniform law review/Revue de droit uniforme* UNIDROIT (Roma) 12:2:362-373, 2007. (New series)

面页为英文和法文。

\_\_\_\_\_. UNCITRAL at 40: an overview of current achievements and challenges. *Uniform law review/Revue de droit uniforme* (Roma) 12:1:178-186, 2007.

Lannan K. The year in review: the work of the United Nations Commission on International Trade Law (UNCITRAL) from 2005 to 2006. *DeCITA; derecho del comercio internacional, temas y actualidades* (Buenos Aires) 7-8:555-561, 2007.

Lee J. S. Recent activities of, and Korea's participation to UNCITRAL. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:3-31.

英文，有韩文摘要。

Michaels R. and N. Jansen. Private law beyond the State? Europeanization, globalization, privatization. *American journal of comparative law* (Ann Arbor, Michigan) 54:4:843-890, 2006.

Montineri, C. Un droit moderne pour le commerce mondial, Congrès célébrant la quarantième session annuelle de la CNUDCI (Vienne, Autriche, 9-12 juillet 2007). *Journal du droit international* (Paris) 134:4:1318-1322, 2007.

Moreno P., E. Calabuig and F. Masiá. Derecho del comercio internacional. Valéncia, Tirant lo blanch, 2006. 419 p.

这一期的内容全部专门论述贸易法委员会的工作：Compraventa internacional de mercaderías: la Convención de Viena de 1980 sobre compraventa internacional de mercaderías, p. 183-206. – La Convención de la CNUDMI sobre garantías independientes y cartas de crédito contingente, p. 279-280. – Mecanismos de resolución alternativos a la justicia estatal (ADR), p. 408-419.

Republic of Korea. Ministry of Justice. Gukje-sabeob-haeseol. 2003. 353 p.

韩文。英文标题：An Introduction to the rules of private international law in Korea.

## 二. 国际货物销售

Baasch Andersen C. Uniform application of the international sales law. Understanding uniformity, the global jurisconsultorium and examination and notification provisions. The Hague, Kluwer law international, 2007. xiv, 286 p.

Бардина М. П. Субсидиарное применение национального права при восполнении пробелов Венской конвенции в практике МКАС при ТПП РФ. *Международный коммерческий арбитраж* (Москва) 4:7-22, октябрь-декабрь 2006.

Bell G. F. Why Singapore should withdraw its reservation to the United Nations Convention on Contracts for the International Sale of Goods (CISG). *Singapore year book of international law and contributors* (Singapore) 9:55-73, 2005.

Birch R. M. Article 44 of the U.N. Sales Convention (CISG): a possible divergence in interpretation by courts from the original intent of the framers of the compromise. *Regent journal of international law* (Virginia Beach, Virginia) 4:1-15, 2006.

Bonell M. J. The CISG, European contract law and the development of a world contract law. *The American journal of comparative law* (Ann Arbor, Michigan) 56:1:1-28, 2008.

Carvalhal Sica L. Gapfilling in the CISG: may the UNIDROIT principles supplement the gaps in the convention? *Nordic journal of commercial law* (Turku) 1:2006.

可在以下网站上查阅：[http://www.njcl.fi/1\\_2006/article2.pdf](http://www.njcl.fi/1_2006/article2.pdf)

Chandrasenan A. UNIDROIT principles to interpret and supplement the CISG: an analysis of the gap-filling role of the UNIDROIT principles. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:1:65-80, 2007.

Choi H.-S. Die wesentliche Vertragsverletzung im UN-Kaufrecht. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:241-262.

韩文，有德文摘要。英文标题：The significant breach of contract in the CISG. CISG advisory council Opinion no. 6: calculation of damages under CISG article 74. *Nordic journal of commercial law* (Turku) 2:2006.

可在以下网站上查阅：[http://www.njcl.fi/2\\_2006/commentary1.pdf](http://www.njcl.fi/2_2006/commentary1.pdf)

Coetzee J. Securing the future of electronic sales in the context of international sales. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:1:11-24, 2007.

Dixon D. B. Que lastima Zapata! Bad CISG ruling on attorneys' fees still haunts U.S. courts. *The University of Miami Inter-American law review* (Miami) 38:2:405-429, 2007.

Dutta A. Der europäische Letztverkäuferregress bei grenzüberschreitenden Absatzketten im Binnenmarkt. *Zeitschrift für das gesamte Handelsrecht und Wirtschaftsrecht* (Frankfurt) 171:1:79-104, 2007.

德文。英文标题：The European action of regress of the last seller in a chain of sales in the single market.

Fejös A. Battle of forms under the Convention on Contracts for the International Sales of Goods (CISG): Uniform solution? *Vindobona journal of international commercial law and arbitration* (Vienna) 11:1:113-129, 2007.

Felemegas J., ed. An international approach to the interpretation of the United Nations Convention on Contracts for the International Sale of Goods (1980) as uniform sales law. Cambridge, Cambridge University Press, 2007. xv, 528 p.

Ferrari F. Remarks on the autonomous interpretation of the Brussels 1 regulation, in particular of the concept of "place of delivery" under article 5(1)(B), and the Vienna Sales Convention (on the occasion of a recent Italian court decision). *Revue de droit des affaires internationales/International business law journal* (Paris) 1:83-99, 2007.

英文和法文。

Fogt Morten M. Konkludente Vertragsannahme und grenzüberschreitendes kaufmännisches Bestätigungsschreiben nach CISG. *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 27:5:417-422, 2007.

Gava Verzoni F. Electronic commerce and the UN Convention on Contracts for the International Sale of Goods (CISG). *Nordic journal of commercial law* (Turku) 2:2006.

可在以下网站上查阅：[http://www.njcl.fi/2\\_2006/article3.pdf](http://www.njcl.fi/2_2006/article3.pdf)

Giannini G. The formation of the contract in the UN Convention on the International Sale of Goods: a comparative analysis. *Nordic journal of commercial law* (Turku) 1:2006.

可在以下网站上查阅: [http://www.njcl.fi/1\\_2006/article3.pdf](http://www.njcl.fi/1_2006/article3.pdf)

Gil-Wallin S. Liability under pre-contractual agreements and their application under Colombian law and the CISG. *Nordic journal of commercial law* (Turku) 1:2007.

可在以下网站上查阅: [http://www.njcl.utu.fi/1\\_2007/article1.pdf](http://www.njcl.utu.fi/1_2007/article1.pdf)

Gotanda J. Damages in private international law. In *Recueil des cours; Académie de droit international de La Haye*. Vol. 326. Leiden, Martinus Nijhoff, 2007. p. 83-407.

Green S. and D. Saidov. Software as goods. *Journal of business law* (London) 161-181, 2007.

Grundmann S. Regulating breach of contract – the right to reject performance by the party in breach. *European review of contract law* (Berlin) 3:2:121-149, 2007.

Hagstrom V. The Scandinavian law of obligations. *Scandinavian studies in law* (Stockholm) 50:118-123, 2007.

Haver P. M. Adapting European sales conditions for sales into the United States. *Business law international* (London) 8:1:38-90, 2007.

\_\_\_\_\_. Die Anpassung europäischer allgemeiner Geschäftsbedingungen zum Verkauf von Waren in den Vereinigten Staaten. *Zeitschrift für Vergleichende Rechtswissenschaft* (Frankfurt am Main) 106:4:430-483, November 2007.

Hayakawa Y. Asiachuusai Saishinjyouhou (12)/kan. Chuusai no Senryakutekikatsuyou no susume. *JCA journal* (Tokyo) 54:9:50-51, 2007.

日文。英文标题: Update on arbitration in Asia (part 12)/final part. Strategic practices in arbitration.

Hilberg S. J. Das neue UN-Übereinkommen zum elektronischen Rechtsverkehr und dessen Verhältnis zum UN-Kaufrecht (Teil 1). *Internationales Handelsrecht: Zeitschrift für das Recht des internationalen Warenaufs und vertriebs* (Hamburg) 7:1:12-24, 2007.

德文。英文标题: The new United Nations convention on electronic legal relations and its relation with the United Nations Sales Convention.

Huber P. Comparative sales law. In *The Oxford handbook of comparative law*. M. Reimann, M. Zimmermann, eds., Oxford – New York, Oxford University Press, 2006. p. 937-967.

International sales law: a critical analysis of CISG jurisprudence. By DiMatteo L. A. and others. Cambridge, Cambridge University Press, 2005. xiii, 241 p.

Kenfack H. Droit du commerce international. 2nd ed. Paris, Dalloz, 2006. 165 p.

尤其见第 95 页。

Костин А. А. Взыскание убытков и процентов согласно Венской конвенции в практике МКАС при ТПП РФ. *Международный коммерческий арбитраж* (Москва) 4:33-36, октябрь-декабрь 2006.

Комаров А. С. Восполнение пробелов Венской конвенции при разрешении споров. *Международный коммерческий арбитраж* (Москва) 3:7-14, июль-сентябрь 2006.

Lautenschlager F. Current problems regarding the interpretation of statements and party conduct under the CISG – The reasonable third person, language problems and standard terms and conditions. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:2:259-290, 2007.

Lebedyanskiy K. Comparative analysis of the Civil Code of the Russian Federation and the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:1:39-52, 2007.

Leisinger B. K. Fundamental breach considering non-conformity of the goods. Munich, Sellier European law publishers, 2007. v, 162 p.

Lindström N. Changed circumstances and hardship in the international sale of goods. *Nordic journal of commercial law* (Turku) 1:2006.

可在以下网站上查阅: [http://www.njcl.fi/1\\_2006/commentary1.pdf](http://www.njcl.fi/1_2006/commentary1.pdf)

Magnus U. and J. Lüsing. CISG und INCOTERMS, Leistungsverzug und Fixgeschäft. *Internationales Handelsrecht: Zeitschrift für das Recht des internationalen Warenkaufs und vertriebs* (Hamburg) 7:1:1-12, 2007.

德文。英文标题: CISG and INCOTERMS, delay and time of the essence.

Маковский А. Л. О влиянии Венской конвенции 1980 г. на формирование российского права. *Международный коммерческий арбитраж* (Москва) 1:9-15, январь-март 2007.

Marín Fuentes J. L. Compraventa internacional de mercaderías. Medellín, Señal editora, 2006. 566 p.

Miller L. The common frame of reference and the feasibility of a common contract law in Europe. *Journal of business law* (London) 378-411, 2007.

Мусин В. А. О некоторых основаниях освобождения от ответственности за неисполнение договора международной купли-продажи товаров. *Международный коммерческий арбитраж* (Москва) 3:21-28, июль-сентябрь 2006.

- Müller T. M. Die Beweislastverteilung um UN-Kaufrecht im Spiegel der aktuellen weltweiten Rechtsprechnung. *Recht der internationalen Wirtschaft: Betriebs-Berater international* (Frankfurt am Main) 53:9:673-681, 2007.
- Nabati F. M. Les règles d'interprétation des contrats dans les Principes d'UNIDROIT et la CVIM: entre unité structurelle et diversité fonctionnelle. *Uniform law review/Revue de droit uniforme* (Roma) 12:2:247-263, 2007. (New series)  
面页为英文和法文。
- Nakamura T. Kokusaishojichuuusai ni okeru Wien Baibaijyouyaku no tekiyounitsuite. *JCA journal* (Tokyo) 55:12:36-44, 2008.  
日文。英文标题: Application of the CISG in International Commercial Arbitration.
- Newmann T. Features of article 35 CISG: equivalence, burden of proof and awareness. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:1:81-97, 2007.
- Niibori S. Gulobalu Shoutorihikihoukakuron: Wien baibaijyouyaku to boueki jitsumu. *JCA journal* (Tokyo) Part I: 54:3:44-48, 2007.  
日文。英文标题: Global trade law overview: CISG and trade practices.  
\_\_\_\_\_. Gulobalu Shoutorihikihoukakuron: Wien baibaijyouyaku to boueki jitsumu. *JCA journal* (Tokyo) Part III: 54:5:36-41, 2007.  
日文。英文标题: Global trade law overview: CISG and trade practices.  
\_\_\_\_\_. Gulobalu shoutorihikihoukakuron: Wien Baibaijyouyaku to Boueki Jitsumu (7). *JCA journal* (Tokyo) 54:9:44-48, 2007.  
日文。英文标题: Global trade law overview: CISG and trade practices (7).  
\_\_\_\_\_. Gulobalu shoutorihikihoukakuron: Wien Baibaijyouyaku to Boueki Jitsumu (8). *JCA journal* (Tokyo) 54:10:37-41, 2007.  
日文。英文标题: Global trade law overview: CISG and trade practices (8).  
\_\_\_\_\_. Gulobalu shoutorihikihoukakuron: Wien Baibaijyouyaku to Boueki Jitsumu (9). *JCA journal* (Tokyo) 54:11:22-25, 2007.  
日文。英文标题: Global trade law overview: CISG and trade practices (9).  
\_\_\_\_\_. Gulobalu Shoutorihikihoukakuron: Wien Baibaijyouyaku to Boueki Jitsumu (10). *JCA journal* (Tokyo) 54:12:28-33, 2007.  
日文。英文标题: Global trade law overview: CISG and trade practices (10).
- Ostendorf P. and P. Kluth. Probleme der Rügeobliegenheit bei vertragswidriger Ware im internationalen Streckengeschäft. *Internationales Handelsrecht: Zeitschrift*

für das Recht des internationalen Warenkaufs und vertriebs (Hamburg) 7:3:104-109, 2007.

德文。英文标题：Issues relating to the duty to inspect non-conformed goods in international multiparty transactions.

Piltz B. New developments in the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 10:2:215-228, 2006.

\_\_\_\_\_. New developments under the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:2:133-146, 2007.

Plate P. Die Reichweite der Haftungsbefreiung nach Art. 79 UN-Kaufrecht. *Zeitschrift für vergleichende Rechtswissenschaft* (Heidelberg) 106:1-11, 2007.

德文。英文标题：The scope of the exemption from liability under art. 79 CISG. Principios del Derecho Contractual Europeo: de la mera referencia a la integración de lagunas. *Diario la ley* (Madrid) 28:6725:1-7, 31 de mayo de 2007.

Ramberg, J. The vanishing Scandinavian Sales Law. *Scandinavian studies in law* (Stockholm) 50:258-264, 2007.

Republic of Korea. Ministry of Justice. Gukje-Mulpoom-Maemae-Gaeyak-e gwanhan UN-hyubyak Haeseol. By Choi, Heung Seop. 2005. vii, 381 p.

韩文。英文标题：An Introduction to the UN Convention on Contracts for the International Sale of Goods.

\_\_\_\_\_. Gukje-Mulpoom-Maemae-Gaeyak-e gwanhan UN-hyubyak Sarae Yeongu II. By Kim, Inho. 2006. ix, 1280 p.

韩文。英文标题：A case study of the UN Convention on Contracts for the International Sale of Goods.

Розенберг М. Г. Претензии и исковая давность во внешнеторговых спорах. *Международный коммерческий арбитраж* (Москва) 3:53-72, июль-сентябрь 2007.

\_\_\_\_\_. Практика МКАС при ТПП РФ по вопросам применения Венской конвенции. *Международный коммерческий арбитраж* (Москва) 3:15-20, июль-сентябрь 2006.

Rösler F. Hardship in German codified private law – in comparative perspective to English, French and international contract law. *European review of private law/Europäische Zeitschrift für Privatrecht/Revue européenne de droit privé* (The Hague) 15:4:483-513, 2007.

英文，有法文、英文和德文内容提要。

Saidov D. Anticipatory non-performance and underlying values of the UNIDROIT principles. *Uniform law review/Revue de droit uniforme* (Rome) 11:4:795-823, 2006.

有法文内容提要。

Sambugaro G. Exclusion of the 1980 Vienna Convention: Does recent US case law open the door to forum shopping? *Internationales Handelsrecht: Zeitschrift für das Recht des internationalen Warenkaufs und vertriebs* (Hamburg) 7:6:231-237, 2007.

Schmidt-Kessel M. Remedies for breach of contract in European private law – principles of European contract law. *Acquis Communautaire and Common und Frame of Reference*. In New features in contract law. Reiner Schulze ed., Munich, Sellier European law publishers, 2007. p. 183-196.

Schwartz D. The recovery of lost profits under article 74 of the U.N. Convention on the International Sale of Goods. *Nordic journal of commercial law* (Turku) 1:2006.

可在以下网站上查阅: [http://www.njcl.fi/1\\_2006/article1.pdf](http://www.njcl.fi/1_2006/article1.pdf)

Schwenzer I. and S. Manner. “The claim is time-barred”: the proper limitation regime for international sales contracts in international commercial arbitration. *Arbitration international* (The Hague) 23:2:293-307, 2007.

Sha C. A comparative study on buyer’s obligation to the notice about the non-conformity with the contracts of goods – focusing on CISG. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:263-288.

韩文，有英文摘要。

Sollund M. The U.N. Convention on Contracts for the International Sale of Goods, article 7 (1) – the interpretation of the Convention and the Norwegian approach. *Nordic journal of commercial law* (Turku) 1:2007.

可在以下网站上查阅: [http://www.njcl.utu.fi/1\\_2007/article2.pdf](http://www.njcl.utu.fi/1_2007/article2.pdf)

Spaic A. Approaching uniformity in international sales law through autonomous interpretation. *Vindobona journal of international commercial law and arbitration* (Vienna) 11:2:237-258, 2007.

Stoffer A. Gegenstand und Normzweck des Art. 50 CISG. *Internationales Handelsrecht: Zeitschrift für das Recht des internationalen Warenkaufs und vertriebs* (Hamburg) 7:6:221-231, 2007.

Бан Хутте X. Венская конвенция о договорах международной купли-продажи товаров в арбитражной практике МТП. *Международный коммерческий арбитраж* (Москва) 1:106-123, январь-март 2006.

Verwegen U., V. Foerster and O. Toufar. Handbuch des Internationales Warenkaufs UN-Kaufrecht (CISG). Stuttgart, Richard Boorberg Verlag, 2007. 312 p.

德文。英文标题：Handbook of the United Nations Convention on the International Sales of Goods (CISG).

Вилкова Н. Г. Конвенция ООН о договорах международной купли-продажи товаров в арбитражной практике МТП. *Междунородный коммерческий арбитраж* (Москва) 4:23-32, октябрь-декабрь 2006.

Williams A. Limitations on uniformity in international sales law: a reasoned argument for the application of a standard limitation period under the provisions of the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 10:2:229-262, 2006.

Witz C. Droit uniforme de la vente internationale de marchandises: janvier 2004 – juin 2006. *Recueil dalloz* (Paris) 183:8:530-540, 2007.

Yang F. The application of the CISG in the current PRC law and CIETAC arbitration practice. *Nordic journal of commercial law* (Turku) 2:2006.

可在以下网站上查阅：[http://www.njcl.fi/2\\_2006/article4.pdf](http://www.njcl.fi/2_2006/article4.pdf)

Zeller B. The remedy of fundamental breach and the United Nations Convention on the International Sale of Goods (CISG) – A principle lacking certainty? *Vindobona journal of international commercial law and arbitration* (Vienna) 11:2:219-236, 2007.

Зименкова О. Н. Применение положений Венской конвенции об освобождении от ответственности за неисполнение обязательств сторонами договора в практике МКАС при ТПП РФ. *Междунородный коммерческий арбитраж* (Москва) 3:29-38, июль-сентябрь 2006.

Зыкин И. С. Практика применения средств защиты прав продавца и покупателя по Венской конвенции 1980 г. *Междунородный коммерческий арбитраж* (Москва) 1:16-24, январь-март 2007.

### 三. 国际商事仲裁和调解

Aboul-Enein M. The need for establishing a perfect balance between confidentiality and transparency in commercial arbitration. *Stockholm arbitration report* (Stockholm) 2:25-37, 2007.

Arbitration law in America: a critical assessment. By Brunet E. and others. Cambridge, Cambridge University Press, 2006. xiii, 241 p.

尤其见《纽约公约》第6章。

Aschauer C. Il nuovo diritto dell'arbitrato austriaco. *Rivista dell'arbitrato* (Milano) 16:2:237-264, 2006.

意大利文。英文标题：The new Austrian arbitration law.

Ashford P. Documentary discovery and international commercial arbitration. *The American review of international arbitration* (New York) 17:1:89-141, 2006.

Association for International Arbitration. Interim measures in international commercial arbitration. Antwerp-Apeldoorn, Maklu Publishers, 2007. 131 p.

涉及贸易法委员会工作的论著：The enforcement of interim measures ordered by international arbitrators: different legislative approaches and recent developments in the amendment of the UNCITRAL Model Law/A. Carlevaris, p. 13-26. – Conflict with state courts/C. Price, p. 39-56. – Interim measures in arbitration law and practice in Central and Eastern Europe: the need for further harmonization/R. Morek, p. 75-93. – Can interim measures be obtained in Russia in support of commercial arbitration conducted outside of Russia?/M. Kulkov, p. 95-100. – Interim measures in international commercial arbitration in India/J. Nayak, p. 101-106. – Enforcement of arbitral measures to protect private commercial investments/R. Daniel, p. 107-123.

Barrett-White S. and C. Kee. Enforcement of arbitral awards where the seat of the arbitration is Australia. How the Eisenwerk decision might still be a sleeping assassin. *Journal of international arbitration* (Netherlands) 24:5:515-528, 2007.

Bechet S. Le lieu de l'arbitrage. *Revue de droit international et de droit comparé* (Bruxelles) 84:1:36-104, 2007.

Berlingieri F. Giurisdizione E Arbitrato Nel Progetto UNCITRAL Di Convenzione Sul Transporto Di Cose. *Il diritto marittimo* (Genova) 109:3:694-711, 2007.

意大利文。英文标题：Jurisdiction and arbitration in the Draft UNCITRAL Convention on Transport of Goods.

Berlingieri G. Jurisdiction and arbitration in the UNCITRAL draft convention on carriage of goods (wholly or partly) (by sea). In ICMA XVI Congress papers, Singapore, ICMA, 2007. p. 308-315.

Bose R., N. Yap and A. Jaliwala. Enforcement of international arbitration awards in Asia – paying lip service to the New York Convention. In ICMA XVI Congress papers, Singapore, ICMA, 2007. p. 477-490.

Brödermann E. The impact of globalization on China related commercial arbitration – the creation of a Chinese European Arbitration Centre in Hamburg, Germany. In Business Law. Chapter II. 7th ed. Hamburg, Brödermann and Jahn, 2008. p. 35-42.

Carboneau T. E. *The law and practice of arbitration*. 2nd ed. Huntington, New York, Juris Publishing, 2007. xxiv, 729 p.

尤其见关于国际商事仲裁的第 10 章和关于跨界制度的第 11 章。

Caron D., M. Caplan and M. Pellonpaa. *The UNCITRAL Arbitration Rules: A Commentary*. New York, Oxford University Press, 2006. xiii, 1066 p.

Carlevaris A. *La tutela cautelare nell'arbitrato internazionale*. *Rivista di diritto internazionale privato e processuale* (Padova) 65:3-593, 2006.

意大利文。英文标题: *Interim measures in international arbitration*.

Chalk R. and J. Choong. *Mareva injunctions and other interim orders in connection with foreign arbitrations: the powers of the Singapore courts*. *Asian dispute review* (Hong Kong) 50-56, April 2007.

Chao C. C. and J. Schurz. *International arbitration: selecting the proper forum. Mealey's international arbitration report* (King of Prussia, Pennsylvania) 22:2:57-68, 2007.

Chovancová K. *Rozhodcovské konanie v anglicku, walese a v severnom írsku v kontexte medzinárodnej arbitrážnej praxe*. *Právnik* (Prague) 146:12:1289-1313, 2007.

捷克文。目录篇名为: *LCIA Arbitration rules*. 刊物并列名称: *Lawyer: scientific review for problems of state and law*.

Chukwuemerie A. *The internationalisation of African customary law arbitration. African journal of international and comparative law/Revue africaine de droit international et comparé* (Edinburgh) 14:2:143-175, 2006.

Connerty A. *Manual of international dispute resolution*. London, Commonwealth Secretariat, 2006. xx, 367 p.

Давыденко Д. и А. Муранов. Вопросы признания и (или) приведения в исполнение иностранных решений в России. *Корпоративный юрист* (Москва) 3:42-46, 2007.

Da Rosa A. *Interim measures in domestic arbitration in Hong Kong: falling off the fence between the arbitrator and the court*. *Asian dispute review* (Hong Kong) 6-9, January 2008.

Degos L. *La CNUDCI abandonne l'exigence d'écrit pour la convention d'arbitrage. Gazette du palais* (Paris) 127:112-114:5-11. *Les cahiers de l'arbitrage* no. 2007/1.

Dobiáš P. Společná konference Komise Organizace spojených národů pro mezinárodní právo obchodní a Mezinárodního rozhodčího soudu při Hospodářské komoře Rakouska. *Právnik: teoretický časopis pro otázky státu a práva* (Praha) 146:9:1060-1062, 2007.

捷克文。目录篇名为： Joint conference of the UN Commission for International Commercial Law and the International Court of Arbitration of the Austrian Chamber of Commerce. 刊物并列名称： *Lawyer: scientific review for problems of state and law.*

D'Souza F. The recognition and enforcement of commercial arbitral awards in the People's Republic of China. *Fordham international law journal* (New York, New York) 30:4:1318-1359, 2007.

Emmerson A. The background to the ratification of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards by the UAE and the possible way forward. In ICMA XVI Congress papers, Singapore, ICMA, 2007. p. 469-476.

Farren A. and M. Kochanowska. Better late than never... Poland embraces a new arbitration regime. *Gazette du palais* (Paris) 127:112-114:27-30. *Les cahiers de l'arbitrage* no. 2007/1.

Fernández Rozas J. C. Ámbito de actuación y límites del juicio de árbitros tras la ley 60/2003, de arbitraje. In *La nueva ley de arbitraje*. Madrid, Consejo General de Poder Judicial-Centro Documentacion, 2007. p. 67-176.

\_\_\_\_\_. Arbitraje y jurisdicción: UNA interacción necesaria para la realización de la justicia. *Derecho privado y constitución* (Madrid) 13:19:55-91, 2005.

\_\_\_\_\_. Arbitraje y justicia cautelar. *Revista de la corte española de arbitraje* (Madrid) 22:23-60, 2007.

\_\_\_\_\_. Determinación del lugar de arbitraje y consecuencias del control del laudo por el tribunal de la sede arbitral. *Lima arbitration* (Lima) 2:25-62, 2007.

\_\_\_\_\_. El Arbitraje Comercial Internacional Entre la Autonomía, La Anacionalidad Y La Deslocalización. *Revista española de derecho internacional* (Madrid) 57:605-637, 2005.

\_\_\_\_\_. El arbitraje internacional y sus dualidades. *Anuario argentino de derecho internacional* (Córdoba) 15:1-24, 2007.

Figuerola Valdés J. E. The principle of Kompetenz-Kompetenz in international commercial arbitration. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 22:5:29-36, 2007.

Fraraccio V. Ex-parte preliminary orders in the UNCITRAL Model Law on International Commercial Arbitration. *Vindobona journal of international commercial law and arbitration* (Vienna) 10:2:263-272, 2006.

Harris T. L. The “public policy” exception to enforcement of international arbitration awards under the New York Convention. *Journal of international arbitration* (London) 21:1:9-24, 2007.

- Haugeneder F. The new Austrian Arbitration Act and the European Convention on International Commercial Arbitration. *Arbitration international* (London) 23:4:645-661, 2007.
- Хегер С. Комментарий к новому австрийскому арбитражному законодательству. Москва, Волтерс Клувер, 2006. xvi, 183 с.
- Hoffman D. Service of process of the petition to confirm or vacate an arbitral award on private foreign parties in the Federal Courts. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 22:9:38-42, 2007.
- Ibid S. A. Use of the UNCITRAL Arbitration Rules at arbitral institutions by arbitral institutions. *Journal of international arbitration* (London) 24:1:37-48, 2007.
- Кандыба А. А. Обеспечительные меры и международный коммерческий арбитраж: практический аспект. *Московский журнал международного права* (Москва) 1:57:247-260, 2005.
- Kawharu A. The public policy ground for setting aside and refusing enforcement of arbitral awards. Comments on the New Zealand approach. *Journal of international arbitration* (Netherlands) 24:5:491-513, 2007.
- Kheng C. Starting the arbitration hearing or proceedings. Chapter II. In *The essentials in arbitration: experienced arbitrators sharing their knowledge, philosophy and skills*. Kuala Lumpur, Kuala Lumpur Regional Centre for Arbitration, 2005, p. 39-51.
- Комаров А. С. Восполнение пробелов Венской конвенции при разрешении споров: доклад на конференции в Торгово-промышленной палате Российской Федерации 8 декабря 2005 г. *Международный коммерческий арбитраж* (Москва) 3:7-14, июль-сентябрь 2006.
- \_\_\_\_\_. Некоторые актуальные вопросы международного коммерческого арбитража в Российской Федерации. *Международный коммерческий арбитраж* (Москва) Специальный выпуск 7-25, 2006.
- \_\_\_\_\_. Международная унификация правового регулирования коммерческого арбитража: новая редакция Типового закона ЮНСИТРАЛ. *Международный коммерческий арбитраж* (Москва) 2:7-33, апрель-июнь 2007.
- Kreindler R. H., J. K. Schäfer and R. Wolff. *Schiedsgerichtsbarkeit. Kompendium für die Praxis*. Frankfurt, Germany, Verlag Recht und Wirtschaft GmbH, 2006. XLII, 457 p.
- 德文。英文标题: *Arbitration. Compendium for the practice*.
- Kröll S. "First experiences" with the New Austrian Arbitration Law. *Arbitration international* (London) 23:4:553-571, 2007.

- \_\_\_\_\_. Die Präklusion von Versagungsgründen bei der Vollstreckbarerklärung ausländischer Schiedssprüche. *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 27:5:430-437, 2007.
- \_\_\_\_\_. and P. Kraft. Ten years of UNCITRAL Model Law in Germany. *World arbitration and mediation review* (Huntington, New York) 1:3:439-484, 2007.
- Kucherepa P. Reviewing trends and proposals to recognize oral agreements to arbitrate in international arbitration law. *The American review of international arbitration* (New York, New York) 16:3-4:409-427, 2005.
- Lamèthe D. Les langues de l'arbitrage international: liberté raisonnée de choix ou contraintes réglementées? *Journal du droit international* (Paris) 134:4:1175-1193, 2007.
- Lett G. The new Danish act on arbitration. *Gazette du palais* (Paris) 127:112-114: 25-26. *Les cahiers de l'arbitrage* no. 2007/1.
- Liebscher C. Austria adopts the UNCITRAL Model Law. *Arbitration international* (London) 23:4:523-551, 2007.
- Lionnet K. and A. Lionnet. Handbuch der internationalen und nationalen Schiedsgerichtbarkeit. 3 ed. Stuttgart, Richard Boorberg Verlag, 2005. 895 p.  
德文。英文标题：Handbook of international and domestic arbitration.
- Loong A.-M. Steps toward an international arbitration culture? A dissenting view from the People's Republic of China. *World arbitration and mediation review* (Huntington) 1:5:665-692, 2007.
- Lowry H. A participant's view of United Nations Commission on International Trade Law's Working Party II (Arbitration) proceedings in January 2006. *Arbitration: the international journal of arbitration, mediation and dispute management* (London) 73:3:269-273, 2007.
- Lu M. The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards: analysis of the seven defenses to oppose enforcement in the United States and England. *Arizona journal of international and comparative law* (Tucson, Arizona) 23:3:747-785, 2006.
- Malinvaud C. Modification de la loi modèle CNUDCI sur les mesures intérimaires: un texte de compromis sur les mesures ex parte. *Gazette du palais* (Paris) 127:112-114:12-16. *Les cahiers de l'arbitrage* no. 2007/1.
- Miki K. Kougaifunsou to chuuasaitetsuzuki. *JCA journal* (Tokyo) Part I: 54:3:2-7, 2007.  
日文。英文标题：Environmental pollution disputes and arbitral procedures.
- \_\_\_\_\_. UNCITRAL Kokusai shoji chuuasaimodeluhou 2006nen kaisei no gaiyou (jyou). *JCA journal* (Tokyo) Part I: 54:6:2-14, 2007.

日文。英文标题：Summary of UNCITRAL Model Law on International Commercial Arbitration (amended in 2006).

\_\_\_\_\_. UNCITRAL Kokusai shoji chuuasaimodeluhou 2006nen kaisei no gaiyou (jyou). *JCA journal* (Tokyo) Part II: 54:7:12-22, 2007.

日文。英文标题：Summary of UNCITRAL Model Law on International Commercial Arbitration (amended in 2006).

Morgan R. The arbitration act 2005: UNCITRAL Model Law as applied in Malaysia. *Asian dispute review* (Hong Kong), January 2008. p. 32.

Müller A. K. Enforcing foreign arbitration awards in Switzerland: procedural obstacles and practical issues to consider beforehand. *Arbitration* (London) 73:2:208-215, 2007.

Nair P. Surveying a decade of the “New” Law of Arbitration in India. *Arbitration international* (London) 23:4:699-739, 2007.

Nakamura T. Kokusaikeiyakuniokeru chuuasaijyoukouno drafting – jireinimiru kekanchuuasajoukouto monda. *JCA journal* (Tokyo) 54:11:14-18, 2007.

日文。英文标题：Drafting of arbitration clauses in international contracts (Part 1 of two parts) – Issues arising from cases with no arbitration clauses.

Никифоров И. Типовой закон о международном коммерческом арбитраже: новые статьи. *Международный коммерческий арбитраж* (Москва) 2:384-401, 2007.

Özdemir Kocasakal H. La nouvelle loi turque sur l’arbitrage international. *Revue de droit des affaires internationales/International business law journal* (Paris) 2:211-230, 2007.

英文和法文。

Park W. W. Arbitration of international business disputes. *Studies in law and practice*. Oxford, Oxford University Press, 2006. cxii, 663 p.

Perales Viscasillas P. Forma escrita del convenio arbitral? Nuevas disposiciones de la CNUDMI/UNCITRAL. *Derecho de los negocios* (Madrid) 18:197:5-18, 2007.

\_\_\_\_\_. Medidas cautelares en el arbitraje comercial internacional: modificación de la ley modelo de la CNUDMI. *Revista jurídica de Catalunya* (Barcelona) 106:2:415-451, 2007.

\_\_\_\_\_. Place of arbitration (article 16) and language of proceedings (article 17) in the UNCITRAL arbitration rules: some proposal for a revision. *Croatian arbitration yearbook* (Zagreb) 13:205-222, 2006.

Peterson L. E. Investment Treaty Arbitration: Mapping the Non-ICSID Universe. *Stockholm international arbitration review* (Stockholm) 1:41-50, 2007.

- Petrova A. A comparative analysis of the ICSID annulment grounds. *World arbitration and mediation report* (Huntington, New York) 17:10:331-347, 2006.
- Philippine Dispute Resolution Center. PDRCI Handbook on Commercial Arbitration. Makati City, Philippines, 2006. iv, 104 p.
- Pien J. Creditor rights and enforcement of international commercial arbitral awards in China. *Columbia journal of transnational law* (New York, New York) 45:2: 586-632, 2007.
- Pitkowitz N. Setting aside arbitral awards under the new Austrian arbitration act. In Austrian arbitration yearbook 2007. By Klausegger C. and others. Wien, Manz, 2007. p. 231-259.
- Pongracz I. A. and I. M. Smeureanu. A procedural road map for the recognition and enforcement of foreign arbitral awards in Romania. *Journal of international arbitration* (Netherlands) 25:1:181-195, 2008.
- Pribetic A. The “third option”: international commercial mediation. *World arbitration and mediation report* (Huntington, New York) 1:4:563-587, 2007.
- Pryles M. Limits to party autonomy in arbitral proceedings. *Journal of international arbitration* (London) 24:3:327-339, 2007.
- Putnam Lowry H. A participant’s view of United Nations Commission on International Trade Law Working Party II (Arbitration) proceedings in January 2006. *Arbitration* (London) 73:3:269-273, 2007.
- Radicati Di Brozolo L. Controllo del lodo internazionale e ordine pubblico. *Rivista dell’arbitrato* (Milano) 16:4:629-653, 2006.
- Reid-Rowland J. Arbitration in Zimbabwe: the UNCITRAL Model Law in practice in a developing country. *Arbitration* (London) 73:2:216-223, 2007.
- Reif L. C. The use of conciliation or mediation for the resolution of international commercial disputes. Canadian business law journal/Revue canadienne du droit de commerce (Aurora, Ontario) 45:1:20-47, 2007.
- Reiner A. The new arbitration act. *Journal of international arbitration* (London) 24:5:529-543, 2007.
- Rubins N. and S. Kinsella. International investment, political risk and dispute resolution. A practitioner’s guide. New York, Oceana Publications, 2005. 769 p.  
尤其见第 9 章 C.1 部分，贸易法委员会调解规则，第 380-383 页。
- Sanders P. UNCITRAL’s Model Law on International Commercial Conciliation. *Arbitration international* (London) 23:1:105-142, 2007.
- Schwarz F. and C. Konrad. The New Vienna Rules. *Arbitration international* (London) 23:4:601-643, 2007.

- Segesser V. G. Vorsorgliche Massnahmen im Internationalen Schiedsprozess. *ASA bulletin* (Netherlands) 25:3:473-492, 2007.  
德文。英文标题：Preventive measures in international arbitration trials.
- Solomon D. Die Verbindlichkeit von Schiedssprüchen in der internationalen privaten Schiedsgerichtsbarkeit. Munich, Sellier European law publishers, 2007. xxviii, 735 p.  
德文。英文标题：The binding force of arbitral awards in international private arbitration.
- Sorieul R. Possible work to increase the enforceability of arbitral awards in the European Union: reflexions from a global perspective. In *Die Vollstreckung von Schiedssprüchen*. Köln, Carl Heymanns Verlag, 2007. p. 191-209.
- Sources informelles du droit du commerce international/Chronicle of informal sources of international commercial law. By Locquin, E. and others. *Revue de droit des affaires internationales/International business law journal* (Paris) 1:92-116, January 2008.
- Speidel R. E. International commercial arbitration: implementing the New York Convention. In *Arbitration law in America: a critical assessment*. E. Brunet, New York, Cambridge University Press, 2006. Chapter 6. p. 185-307.
- Sun C. L. The arbitration chapter in the UNCITRAL draft transport law. In *ICMA XVI Congress papers*, Singapore, ICMA, 2007. p. 297-307.
- Svetlicinii A. Enforcement of foreign arbitral awards in the Republic of Moldova – evolution of the pro-arbitration policy in the case law of the Supreme Court of Justice. *Journal of international arbitration* (London) 24:3:249-264, 2007.
- Tapola D. Enforcement regimes and grounds for foreign judgements and awards in Russia. *Journal of international arbitration* (Netherlands) 25:1:151-166, 2008.
- Trakman L. E. “Legal traditions” and international commercial arbitration. *The American review of international arbitration* (New York) 17:1:1-43, 2006.
- Tuck A. P. Investor-state arbitration revised: a critical analysis of the revisions and proposed reforms to the ICSID and UNCITRAL Arbitration Rules. *Law and business review of the Americas* (Dallas, Texas) 13:885-922, 2007.
- Юрьев Е. Е. Проблема соотношения арбитражного соглашения и основного контракта. *Московский журнал международного права* (Москва) 4:60: 234-251, 2005.
- Uzelac A. Number of arbitrators and decisions of arbitral tribunals. *Arbitration international* (London) 23:4:573-592, 2007.
- Vallens J-L. and R. Sorieul. Codifier le droit international privé en matière de procédures collectives? *Recueil dalloz* (Paris) 183:18:1225-1228, 2007.

Vcelouch P. Interim and protective measures under the new Austrian arbitration act. In Austrian arbitration yearbook 2007. By Klausegger C. and others. Wien, Manz, 2007. p. 163-182.

Voldgiftsloven. Kommentarutgave. By Kolrud H. J. and others. Oslo, Universitetsforlaget, 2007. 352 p.

挪威文。英文标题：The law on arbitration. Commentary edition.

Wälde Philippe Kahn Thomas W. Les aspects nouveaux du droit des investissements internationaux/New aspects of international investment law. Leiden, Martinus Nijhoff publishers, 2007. xxxv, 1036 p.

面页为英文和法文。

Yesilirmak A. Provisional and protective measures under Austrian Arbitration Law. *Arbitration international* (London) 23:4:593-600, 2007.

Youssef K. A. International commercial arbitration: UNCITRAL rules and Islamic Sharia'. *The Lebanese review of Arab and international arbitration/La revue libanaise de l'arbitrage arabe et international* (Beirut) 39:7-32, 2006.

阿拉伯文。

\_\_\_\_\_. L'arbitrage commercial international selon les règles de la CNUDCI et de la Charia' islamique. *The Lebanese review of Arab and international arbitration/La revue libanaise de l'arbitrage arabe et international* (Beirut) 40:21-43, 2006.

阿拉伯文。

Yuen P. Arbitration clauses in a chinese context. *Journal of international arbitration* (Netherlands) 24:6:581-596, 2007.

Zeiler G. and B. Steindl. Arbitration in Austria. A basic primer. 2 ed. Wien - Graz, Neuer Wissenschaftlicher Verlag, 2007. 123 p.

赵健, 联合国国际商事仲裁示范法 2006 年修订条款评述——兼论对我国仲裁立法与实践的影响。中国国际私法与比较法年刊。北京大学出版社, 北京 10:71-92, 2007.

中文。英文标题：On the revisions of the UNCITRAL Model Law on International Commercial Arbitration – Also on the Modifications' Impact on Chinese Arbitral Legislation and Practice.

#### 四. 国际运输

Beare S. Presentation. In Yearbook/Annuaire 2005-2006. Antwerp, Comité maritime international, 2006. p. 394-400.

Berlingieri F. Ambito di applicazione e libertà contrattuale. *Il diritto marittimo* (Genova) 108:4:1016-1021, 2006.

意大利文。英文标题：Scope of application and freedom of contract.

\_\_\_\_\_. Giurisdizione E Arbitrato Nel Progetto UNCITRAL Di Convenzione Sul Transporto Di Cose. *Il diritto marittimo* (Genova) 109:3:694-711, 2007.

意大利文。英文标题：Jurisdiction and arbitration in the Draft UNCITRAL Convention on Transport of Goods.

Berlingieri G. Documenti del trasporto. *Il diritto marittimo* (Genova) 108:4:1026-1031, 2006.

意大利文。英文标题：Transport documents.

\_\_\_\_\_. Jurisdiction and arbitration in the UNCITRAL draft convention on carriage of goods (wholly or partly) (by sea). In ICMA XVI Congress papers, Singapore, ICMA, 2007. p. 308-315.

Bonassies P. and C. Scapell. Droit Maritime. Paris, Librairie générale de droit et de jurisprudence, 2006. vii, 878 p.

Carbone S. M. Autonomia privata e forza “espansiva” del diritto uniforme dei trasporti. *Il diritto marittimo* (Genova) 108:4:1053-1063, 2006.

意大利文。英文标题：Freedom of contract and “expansive” force of uniform transport law.

Carlson M. H. U.S. participation in the international unification of private law: the making of the UNCITRAL draft carriage of goods by sea convention. *Tulane maritime law journal* (New Orleans, Louisiana) 31:2:615-637.

Delebecque P. Compte-rendu du XVIème congrès international des arbitres maritimes (ICMA XIV): transport de marchandises. *Le droit maritime français* (Paris) 59:681:441-444, 2007.

\_\_\_\_\_. ICC commission on transport and logistics – draft convention on the carriage of goods (wholly or partly) (by sea). In ICMA XVI Congress papers, Singapore, ICMA, 2007. p. 316-328.

\_\_\_\_\_. Le projet CNUDCI sur le transport de marchandises entièrement ou partiellement par mer: derniers pas avant une adoption? *Le droit maritime français* (Paris) 59:685:771-778, 2007.

\_\_\_\_\_. Le projet de Convention sur le transport de marchandises entièrement ou partiellement par mer (après la session de Vienne de novembre 2006). *Le droit maritime français* (Paris) 59:680:291-299, 2007.

El proyecto de Ley General de Navegación Marítima en el Parlamento: contra el autismo maritimista y la descodificación. *Derecho de los negocios* (Madrid) 17:195:1-4, 2006.

Goldby M. The performance of the bill of lading's functions under UNCITRAL's draft Convention on the Carriage of Goods: unequivocal legal recognition of electronic equivalents. *Journal of international maritime law* (Witney, UK) 13:3:160-182, 2007.

Gorton L. Nordic Law in the Early 21st Century-Maritime Law. *Scandinavian studies in law* (Stockholm) 50:104-115, 2007.

La Mattina A. Il Transporto multimodale nei *leading cases* italiani e stranieri. *Il diritto marittimo* (Genova) 109:4:1010-1037, 2007.

Legros C. Les conflits de normes en matière de contrats de transport internationaux de marchandises. *Journal du droit international* (Paris) 134:3:799-836, 2007.

\_\_\_\_\_. Les conflicts de normes juridictionnelles en matière de contrats de transport internationaux de marchandises (suite). *Journal du droit international* (Paris) 134:4:1081-1125, 2007.

Leisinger B. K. Fundamental breach considering non-conformity of the goods. Munich, Sellier European law publishers, 2007. v, 162 p.

Li X. Reunification of certain rules relating to sea transport documents: some observations on the UNCITRAL draft instrument on transport law. *Uniform law review/Revue de droit uniforme* (Roma) 12:1:121-141, 2007.

有法文内容提要。

Lopez de Gonzalo M. Giurisdizione e arbitrato. *Il diritto marittimo* (Genova) 108:4:1048-1052, 2006.

意大利文。英文标题: Jurisdiction and arbitration.

Ramming K. Internationalprivatrechtliche Fragen des multimodal-Frachtvertrages und des multimodal-Ladescheins, *Transportrecht* (Neuwied, Germany) 30:7-8: 279-300, 2007.

Rossello C. Comunicazioni elettroniche. *Il diritto marittimo* (Genova) 108:4: 1032-1047, 2006.

意大利文。英文标题: Electronic communications.

Song R. Shipper's liabilities under the UNCITRAL new Convention on carriage of goods by sea. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:291-312.

韩文, 有英文摘要。

Sun C. L. The arbitration chapter in the UNCITRAL draft transport law. In ICMA XVI Congress papers, Singapore, ICMA, 2007. p. 297-307.

Tetley W. Jurisdiction and *forum non conveniens* in the carriage of goods by sea. In Jurisdiction and forum selection in international maritime law: essays in honor of Robert Force. M. Davies, Hague, Kluwer Law International, 2005. p. 183-281.

UNCITRAL Working Group III (Transport Law) 18th session. *Bulletin des transports internationaux ferroviaires/Zeitschrift für den internationalen Eisenbahnverkehr/Bulletin of international carriage by rail* (Berne) 114:4:61-62.

英文、法文和德文。

Ziegler A. Jurisdiction and forum selection clauses in a modern law on carriage of goods by sea. In Jurisdiction and forum selection in international maritime law: essays in honor of Robert Force. M. Davies, eds., Hague, Kluwer Law International, 2005. p. 85-117.

Zunarelli S. Elementi di novità e di continuità della regolamentazione della responsabilità del vettore marittimo di cose nell'attività del gruppo di lavoro dell'UNCITRAL. *Il diritto marittimo* (Genova) 108:4:1022-1025, 2006.

意大利文。英文标题: New and old elements relating to the regulation of the liability of the maritime carrier of goods in the activity of the UNCITRAL Working Group.

## 五. 国际支付(包括独立担保和备用信用证)

Bollen R. Harmonization of international payment law: a survey of the UNCITRAL Model Law on Credit Transfers. *Journal of international banking law and regulation* (London) 23:2:44-63, 2008.

Khotenashvili P. Some aspects of bank (independent) guarantees according to national legislation and private international law. *Georgian law review* (Tbilisi) 6:2-3:326-349, 2003.

英文和乔治亚文。

Nevry R. La garantie autonome à première demande: droit OHADA, droit français. *Revue de droit des affaires internationales/International business law journal* (Paris) 3:313-334, 2007.

英文和法文。

## 六. 电子商务

Coetzee J. Securing the future of electronic sales in the context of international sales. *Vindobona journal of international commercial law and arbitration* (Vienna)

11:1:11-24, 2007.

Elsonbaty E. M. The electronic signature law: between creating the future and the future of creation. *Digital evidence journal* (Bedfordshire, UK) 2:1:60-64, 2005.

E-transaction law and online dispute resolution: a necessity in the Middle East. *By Torre Jeker and others. Arab law quarterly* (Leiden) 20:1:44-76.

Gava Verzoni F. Electronic commerce and the UN Convention on Contracts for the International Sale of Goods (CISG). *Nordic journal of commercial law* (Turku) 2:2006.

可在以下网站上查阅: [http://www.njcl.fi/2\\_2006/article3.pdf](http://www.njcl.fi/2_2006/article3.pdf)

Hilberg S. J. Das neue UN-Übereinkommen zum elektronischen Rechtsverkehr und dessen Verhältnis zum UN-Kaufrecht (Teil 2). *Internationales Handelsrecht: Zeitschrift für das Recht des internationalen Warenkaufs und vertriebs* (Hamburg, Germany) 7:2:56-60, 2007.

德文。英文标题: The new United Nations convention on electronic legal relations and its relation with the United Nations Sales Convention.

Iorio Fiorelli G. La convenzione UNCITRAL sull'uso delle comunicazioni elettroniche nei contratti internazionali tra ricognizione e rivoluzione. *Diritto del commercio internazionale* (Milano) 20:3-4:735-757, 2006.

意大利文。英文标题: The UNCITRAL Convention on the Use of Electronic Communications in International Contracts between recognition and revolution.

Карев Я. А. Международно-правовое регулирование использования электронных документов в коммерческом обороте: перспективы унификации. *Московский журнал международного права* (Москва) 2:58:246-259, 2005.

Lim Y. F. Cyberspace law. Commentaries and materials. 2 ed. Melbourne, Oxford University Press, 2007. xxiv, 752 p.

Madrid Parra A. El convenio de Naciones Unidas sobre contratación electrónica. In Derecho patrimonial y tecnología. A. Madrid Parra, dir., M. J. Guerrero Lebrón, coord., Madrid, Marcial Pons, 2007. p. 39-113.

Martius H.P.A.J. The use of electronic means of communication under the Convention on the Contract for the International Carriage of Goods by Road. *European transport law* (Antwerp) 42:3:297-316.

Mazzotta F. G. Notes on the United Nations Convention on the Use of Electronic Communications in International Contracts and its effects on the United Nations Convention on Contracts for the International Sale of Goods. Reprinted from *Rutgers computer and technology law journal* (Newark, New Jersey) 33:2: 251-298, 2007.

- Puplava A. Symposium: e-commerce: challenges to privacy, integrity, and security in a borderless world: use and enforceability of electronic contracting: the state of uniform legislation attempting to regulate e-commerce transactions. *Michigan state journal of international law* (East Lansing, Michigan) 16:1:153-181, 2007.
- Quintanilla J., C. Doren and D. Hernández. The electronic signature in Chile. *Digital evidence journal* (Bedfordshire, UK) 4:2:89-99, 2007.
- Rosas R. Comparative study of the formation of contracts in American law with references to international law. *Indian journal of international law* (New Delhi) 46:3:331-375, 2006.
- Rossello C. Comunicazioni elettroniche. *Il diritto marittimo* (Genova) 108:4: 1032-1047, 2006.  
意大利文。英文标题：Electronic communications.
- Schapper P. R., M. Rivolta and K. Leipold. Authentication: international scope and non-discrimination in government commerce vs. PKI. *Digital evidence journal* (Bedfordshire, UK) 2:2:93-99, 2005.
- \_\_\_\_\_. M. Rivolta and J. V. Malta. Risk and law in authentication. *Digital evidence journal* (Bedfordshire, UK) 3:1:10-16, 2006.
- Vallens J.-L. et R. Sorieul. Codifier le droit international privé en matière de procédures collectives? *Recueil dalloz* (Paris) 183:18:1225-1228, 2007.
- Weber R. H. International e-trade. *The international lawyer* (Dallas, Texas) 41: 845-872, 2007.
- Zambakhidze T. Basic principles of legal regulation of electronic commerce (problems and perspectives). *Georgian law review* (Tbilisi) 8:1-2:108-139, 2005.  
英文和乔治亚文。

## 七 . 担保权益 ( 包括应收款融资 )

- Akseli O. N. The UNCITRAL Convention on the Assignment of Receivables in International Trade, assignment of future receivables and Turkish law. *Revue de droit des affaires internationales/International business law journal* (Paris) 6:767-787, 2006.  
英文和法文。
- \_\_\_\_\_. Turkish law and UNCITRAL's work on the assignment of receivables with a special reference to the assignment of future receivables. *Law and financial markets review* (Oxford, UK) 1:1:45-54.
- Bazinas S. Bank accounts. In Secured finance transactions: key assets and emerging markets. London, Globe Business Publishing, 2007. p. 101-116.

\_\_\_\_\_. Harmonization and modernization of secured transactions law: the UNCITRAL draft Legislative Guide on Secured Transactions. *DeCITA; derecho del comercio internacional, temas y actualidades* (Buenos Aires) 7-8:98-132, 2007.

\_\_\_\_\_. International receivables. In Secured finance transactions: key assets and emerging markets. London, Globe Business Publishing, 2007. p. 83-99.

\_\_\_\_\_. Security interests in bank account and intellectual property. UNCITRAL Receivables Assignment Convention. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:93-110.

英文和韩文。

\_\_\_\_\_. Security rights in bank accounts under the UNCITRAL draft Legislative Guide on Secured Transactions. *Insolvency and restructuring international* (London) 1:1:19-28, 2007.

\_\_\_\_\_. UNCITRAL Receivables Assignment Convention. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:67-92.

\_\_\_\_\_. UNCITRAL's work in the field of secured transactions. *Uniform Commercial code law journal* (St. Paul, Minnesota) 36:4:67-87, 2004.

\_\_\_\_\_. and M. Lucas. Das UN-Abtretungs-Übereinkommen. Vienna, Bank Verlag Wien, 2005. 135 p. (Diskussionsreihe Bank & Börse, Band 37).

Foëx B. et L. Thévenoz, S. V. Bazinas. Réforme des sûretés mobilières. Les enseignements du Guide législatif de la CNUDCI/Reforming secured transactions. The UNCITRAL legislative guide as an inspiration. Genève – Zurich – Bâle, Schulthess, 2007. 214 p.

Krupski J. A. Cross-border receivables financing at the crossroads of legal traditions, capital markets, uniform law and modernity. *Uniform law review/Revue de droit uniforme* (Roma) 12:1:57-100, 2007.

有法文内容提要。

Lee J. S. Overview of UNCITRAL legislative guide on secured transactions. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:32-65.

Lukas M. Vom UNCITRAL Legislative Guide on Secured Transactions zu einem Mobiliarpfandregister in Österreich. *BankArchiv* (Wien) 55:4:262-269, 2007.

德文。英文标题：From the UNCITRAL Legislative Guide on Secured Transactions to a register of security rights on movables in Austria.

Republic of Korea. Ministry of Justice. Woonsong-jangbi-eui Gukje-dambokwon-hubyak Yeongu. 2001. 306 p.

韩文。英文标题: A Research on the Convention on International Interests in Mobile Equipments.

Ruddy N., S. Mills and N. Davidson. Salinger on factoring. 4th edition. London, Sweet and Maxwell, 2006. 450 p.

尤其见第 12 章第(3)节, 对各种国际因素的特别考虑: 贸易法委员会, 第 317-321 页。

Salomons A. F. Deformalisation of assignment law and the position of the debtor in European property law. *European review of private law* (Netherlands) 15:5: 639-657, 2007.

Yoon S. Legislation on secured transactions law in Korea in reference to UNCITRAL Legislative Guide. *Korean journal of international trade and business law. Special issue: international secured transaction law* (Seoul) 16:2:213-238.

韩文, 有英文摘要。

## 八. 采购

International procurement. By Yukins C. and others. *The international lawyer* (Dallas, Texas) 40:337-350, 2006.

Yukins C. Integrating integrity and procurement: the United Nations Convention against Corruption and the UNCITRAL Model Procurement Law. *Public contract law journal* (Washington, D.C.) 36:3:307-329, 2007.

## 九 . 破产

Andrews M. International cooperation – the recent development of the English approach. *The international who's who of insolvency and restructuring lawyers* 2007 (London) 8-9, 2007.

Bělohlávek A. Evropské a mezinárodní insolvenční právo: komentář Praha, Beck, 2007. 1550 p.

捷克文。尤其见第 47 章第(一)节, Komise OSN pro právo mezinárodního obchodu (UNCITRAL): Vzorový zákon UNCITRAL o přeshraniční insolvenci (UML), 第 1181-1268 页。

Block-Lieb S. and T. Halliday. Harmonization and modernization in UNCITRAL's Legislative Guide on Insolvency Law. *Texas international law journal* (Austin, Texas) 42:3:475-514, 2007.

- Broc G. K. and R. Parry. Corporate rescue. An overview of recent developments. Netherlands, Kluwer Law International, 2006. xvii, 406 p.
- Chan Ho L. Proving COMI – Seeking Recognition under Chapter 15 of the US Bankruptcy Code. *Journal of international banking law and regulation* (London) 22:12:636-641, 2007.
- Cooper N. Seventh joint multinational INSOL/UNCITRAL/World Bank judicial colloquium. *INSOL world* (London) 2:17-18, 2007.
- \_\_\_\_\_. UNCITRAL project update. *INSOL world* (London) 1:7, 2007.
- \_\_\_\_\_. and J. Clift. INSOL and UNCITRAL – both sides of the coin. *INSOL world* (London). Silver jubilee edition, 56-59, 2007.
- Couret A. Expérience confrontée d'évaluation économique des droits de la faillite. In Mesurer l'efficacité économique du droit. G. Canivet, M.-A. Frison-Roche and M. Klein, eds., Paris, L.G.D.J., 2005. p. 35-51.
- Gallagher A. and B. Jones. UNCITRAL – a model revolution? *Eurofenix* (Wallingford, UK) 28:10-12, 2007.
- LoPucki L. M. Courting failure; how competition for big cases is corrupting the bankruptcy courts. Ann Arbor, University of Michigan Press, 2005. 321 p.  
尤其见第 8 章。
- McCormack G. Super-priority new financing and corporate rescue. *Journal of business law* (London) 701-732, October 2007.
- McKenzie Skene D. Chasing the dream: the quest for solutions to international insolvencies. *Journal of private international law* (Oxford, UK) 3:2:333-354, 2007.
- Morton J. D. Recognition of cross-border insolvency proceedings: an evaluation of solvent schemes of arrangement and Part VII transfers under U.S. chapter 15. *Fordham international law journal* (New York, New York) 29:6:1312-1363, 2006.
- Paulus C. G. Group insolvencies – some thoughts about new approaches. *Texas international law journal* (Austin, Texas) 42:3:819-830, 2007.
- Pogacar B. Das “UNCITRAL Modellgesetz für grenzüberschreitende Insolvenzen” – 10 Jahre später. Eine Kurzanalyse der bisherigen Umsetzung und Denkanstöße für eine Umsetzung in der EU und insb. in Österreich. *ZIK International* (Wien) 4:200:122-126, 2007.
- Property rights, collateral, creditor rights, and insolvency in East Asia. By Arner D. W. and others. *Texas international law journal* (Austin, Texas) 42:3:515-560, 2007.

- Rouillon A. Formal processes and alternative mechanisms of reorganization in international initiatives on insolvency. In Expedited debt restructuring: an international comparative analysis. R. Olivares-Caminal, eds., Netherlands, Kluwer Law International BV, 2007. p. 1-16.
- Sánchez-Calero Guilarte J. Nuevas actuaciones de la CNUDMI en materia de regulación de grupos ante un procedimiento concursal. *Revista de derecho bancario y bursátil* (Valladolid) 25:104:231-233, 2006.
- Sarra J. Northern lights, Canada's version of the UNCITRAL Model Law on Cross-Border Insolvency. *International insolvency review* (Chichester, UK) 16:1:19-61, 2007.
- Shandro S. and I. Wallace. UNCITRAL Model Law in the United Kingdom – one year on. *Insolvency and restructuring international* (London) 1:1:36-39, 2007.
- Takagi S. Japanese comments on the extraterritorial effect of U.S. Chapter 15. *International insolvency review* (Chichester, UK) 16:2:95-101, 2007.
- Трофимов М. В. Признание и приведение в исполнение решений иностранных судов, вынесенных по делам о банкротстве. *Московский журнал международного права* (Москва) 4:64:203-210, 2006.
- Veck M. The legal response of Canada and Poland to international bankruptcy and insolvency with a focus on cross-border insolvency law. *International insolvency review* (Chichester, UK) 15:71-89, 2006.
- Veder M. Cross-border insolvency proceedings and security rights: a comparison of Dutch and German law, the EC Insolvency Regulation and the UNCITRAL Model Law on Cross-Border Insolvency. Netherlands, Kluwer Legal Publishers, 2004. Vol. 8. Law of business and finance. xvi, 468 p.
- Wessels B. Cross-border insolvency law: international instruments and commentary. The Hague, Kluwer law international, 2007. xiv, 1042 p.
- \_\_\_\_\_. Europe deserves a new approach to insolvency proceedings. *European company law* (Netherlands) 4:6:253-259, 2007.
- \_\_\_\_\_. and M. Virgós. European communication and cooperation guidelines for cross-border insolvency. Nottingham, UK, Insol Europe, 2007. 88 p.
- Wood P. UNCITRAL Model Law on Cross-Border Insolvency. In Conflict of laws and international finance. London, Sweet and Maxwell, 2007. Vol. 6. The law and practice of international finance series. p. 533-554.
- \_\_\_\_\_. UNCITRAL Model Law on Cross-Border Insolvency. In Principles of international insolvency. London, Sweet and Maxwell, 2007. Vol. 1. The law and practice of international finance series. p. 949-970.

Yamauchi K. Should reciprocity be a part of the UNCITRAL Model Cross-Border Insolvency Law? *International insolvency review* (Chichester, United Kingdom) 16:3:145-179, 2007.

Ziegel J. Canada-United States cross-border insolvency relations and the UNCITRAL Model Law. *Brooklyn Journal of International Law* (Brooklyn, New York) 32:1041-1079, 2007.

#### 十. 国际建造合同

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#### 十二. 私人融资基础设施项目

Fuguo C. Regulating procurement of privately financed infrastructure in China: a review of the recent legislative initiatives and the emerging regulatory framework. *Public procurement law review* (London) 16:3:147-173, 2007.

## 附件

### 贸易法委员会法律文本

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）	国际销售货物时效期限公约，1974年（纽约） <sup>b</sup> 和修订国际销售货物时效期限公约的议定书，1980年（维也纳） <sup>c</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>d</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>e</sup>
贸易法委员会汇票公约（1988年）	联合国国际汇票和国际本票公约（1988年） <sup>f</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>g</sup>
贸易法委员会建造合同指南（1987年）	贸易法委员会关于起草建造工厂国际合同的法律指南（1987年） <sup>h</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>i</sup>
贸易法委员会电子资金指南（1986年）	贸易法委员会电子资金划拨法律指南（1986年） <sup>j</sup>
贸易法委员会基础设施项目指南（2001年）	贸易法委员会私人融资基础设施项目立法指南（2001年） <sup>k</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>l</sup>
贸易法委员会国际对销贸易指南（1992年）	贸易法委员会国际对销贸易法律指南（1992年） <sup>m</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>n</sup>
贸易法委员会调解示范法（2002年）	贸易法委员会国际商事调解示范法（2002年） <sup>o</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>p</sup>
贸易法委员会电子商务示范法（1996年）	贸易法委员会电子商务示范法（1996年） <sup>q</sup>
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>r</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>s</sup>
贸易法委员会基础设施项目示范条文（2003年）	贸易法委员会私人融资基础设施项目示范立法条文（2003年） <sup>t</sup>

简称	全称
联合国转让公约（2001年）	联合国国际贸易应收账款转让公约（2001年） <sup>u</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>v</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>w</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>x</sup>
联合国港站经营人公约（1991年）	联合国国际贸易运输港站经营人赔偿责任公约（1991年） <sup>y</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），第一部分。

<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），第一部分。

<sup>d</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>e</sup> 联合国出版物，出售品编号：E.93.V.6。

<sup>f</sup> 联合国出版物，出售品编号：E.95.V.16。

<sup>g</sup> 联合国出版物，出售品编号：E.81.V.6。

<sup>h</sup> 联合国出版物，出售品编号：E.87.V.10。

<sup>i</sup> 联合国出版物，出售品编号：E.99.V.11。

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<sup>m</sup> 联合国出版物，出售品编号：E.93.V.7。

<sup>n</sup> 联合国出版物，出售品编号：E.95.V.18。

<sup>o</sup> 联合国出版物，出售品编号：E.05.V.4。

<sup>p</sup> 联合国出版物，出售品编号：E.99.V.3。

<sup>q</sup> 联合国出版物，出售品编号：E.99.V.4。

<sup>r</sup> 联合国出版物，出售品编号：E.02.V.8。

<sup>s</sup> 联合国出版物，出售品编号：E.98.V.13。

<sup>t</sup> 联合国出版物，出售品编号：E.04.V.11。

<sup>u</sup> 联合国出版物，出售品编号：E.04.V.14。

<sup>v</sup> 联合国出版物，出售品编号：E.07.V.02。

<sup>w</sup> 联合国出版物，出售品编号：E.97.V.12。

<sup>x</sup> 联合国出版物，出售品编号：E.95.V.12。

<sup>y</sup> 《联合国国际贸易运输港站经营人赔偿责任会议正式记录，1991年4月2日至19日，维也纳》（联合国出版物，出售品编号：E.93.XI.3），第一部分，A/CONF.152/13号文件，附件。