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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

[概要] ‘Enabling environment for rule-based business, investment and trade,’ side event in conjunction with the eighth session of the Open Working Group on Sustainable Development Goals (New York, 3-7 February 2014).

Bazinas, S.V. Tribute to Boris Kozolchyk at the occasion of the 30th anniversary of the Arizona journal of international and comparative law. *Arizona journal of international and comparative law* (Tucson, Ariz.) 30:1:xiii-xiv, 2013.

Bizonce, R.O. and F. Ferrand. Lois modèles et traditions nationales. *Civil procedure review* (München) 3:1:52-207, 2012.

Bloomsbury, A.L. International Section’s third mission and the Committee on International Contract and Commercial Law: monitoring development of international law. *New York international chapter news* (New York) 18:1:27-32, 2013.

Castellani, L.G. Current situation and legal agenda of international business transaction. 青山法学論集 = *Aoyama law review* (Tokyo) 55:3:115-126, 2013. 日文。

\_\_\_\_\_. UNCITRAL と日本との関係について 一なぜ、より密接な関係が必要なのか. *New business law* (Tokyo) 1006:1-1, 2013. 标題英译: Relationship between UNCITRAL and Japan: why a closer relationship is needed.

Cohen, E.S. Constructing power through law: private law pluralism and harmonization in the global political economy. *Review of international political economy* (Oxford, U.K.) 15:5:770-799, 2008.

González, J.A. El derecho uniforme internacional, Comisión de Asuntos Americanos Unión Internacional del Notariado, Lima, 26-28 de marzo de 2009.

Goode, R.M. and others. Transnational commercial law: international instruments and commentary. 2nd ed. Oxford, Oxford University Press, 2012. 1072 p.

Halliday, T.C. and others. Who governs?: Delegations and delegates in global trade lawmaking. *Regulation & governance* (Berlin) 7:3:279-298, 2013.

Jehl, J. Commission des Nations Unies pour le droit commercial international: nouveaux textes. *Semaine juridique édition générale* (Paris) 36:1585, 2013.

Karton, J. and S. Wynne. Canadian courts and uniform interpretation: an empirical reality check. *Uniform law review = Revue de droit uniforme* (Roma) 18:2:281-312, 2013.

Modernisation of international commercial law needed in the Pacific says UN official. *newSPLAsh* (Canberra) 7:17, 2013.

- Mooney, L. Promoting the rule of law: a practitioner's guide to key issues and developments. Chicago, Ill., American Bar Association, 2013. 303 p. Selected contents: How private international law fosters the rule of law / D. P. Stewart, Ch. 5 -- The role of UNCITRAL in fostering the rule of law / S. Musayeva and R. Sorieul, Ch. 6.
- Ngoumtsa Anou, G. Droit OHADA et conflits de lois. Paris, LGDJ, Lextenso éditions, 2013. 456 p.
- Oh, S.G. KLRI-UNCITRAL joint research: perspectives and trends [VIII], Micro Finance/ Micro Business에 관한 UNCITRAL에서의 논의 분석. Seoul, Korea Legislation Research Institute, 2013. 112 p. 标题英译: Analysis of discussion on micro finance and micro business at UNCITRAL.
- Opertti Badan, D. Conflit de lois et droit uniforme dans le droit international privé contemporain: dilemme ou convergence ? *Recueil des cours: Académie de Droit International = Collected courses of the Hague Academy of International Law* (Leiden, The Netherlands) 359:9-86, 2012.
- Ravillon, L. Emergence d'un droit international/régional des affaires: chronique des sources informelles du droit des affaires internationales = Emergence of an international/regional business law. *Revue de droit des affaires internationales = International business law journal* (Paris) 6:637-656, 2013.
- Robilant di, A. Genealogies of soft law. *Scandinavian studies in law* (Stockholm) 58:217-268, 2013.
- Rodríguez Fernández, M. Introducción al derecho comercial internacional. Bogotá, Universidad Externado de Colombia, 2009. 512 p.
- Schöll, M. Statement by Michael Schöll, Chairman of the 46th Session of the United Nations Commission on International Trade Law (Friday, 7th February 2014) [at] the eighth session of the General Assembly Open Working Group on Sustainable Development Goals (3-7 February 2014).
- Setting the global standards for international trade (UNCITRAL-RCAP): United Nations Commission on International Trade Law Regional Centre for Asia and the Pacific. *IFEZ journal* (Incheon, Republic of Korea) 53:9-10:30-31, 2013. 英文和韩文。
- Sikirić, H. Remarks of the Chair of UNCITRAL, Mr. Hrvoje Sikirić, as moderator of the Panel II [of the United Nations Peacebuilding Commission and the United Nations Global Compact conference] 'Business for Peacebuilding,' New York: 25 June 2013.
- \_\_\_\_\_. Statement by the Chair of the United Nations Commission on International Trade Law (UNCITRAL) at its forty-fifth session, Mr. Hrvoje Sikirić, at the

[General Assembly high-level] thematic debate meeting ‘Entrepreneurship [and] Development’, held on 26 June 2013.

Son, H. and others. KLRI-UNCITRAL joint research: perspectives and trends [I],  
종합보고서, summary report. Seoul, Korea Legislation Research Institute, 2013.  
192 p. 韩文和英文。

Sono, H. and others. 私法統一の現状と課題. Sapporo, Japan, NBL, 2013. 97 p. 标题  
英译: Status quo and challenges of unification of private law. NBL No. 144.

Sono, H. and N. Takasugi. 私法統一の現状と課題(6) ハーグ国際私法会議・  
Unidroit • UNCITRAL. *New business law* (Tokyo) 1006:52-62, 2013. 标题英  
译: Current state of the unification of private law: vol. 6. Hague Conference on  
Private International Law, Unidroit, UNCITRAL.

Subedi, S.P. Textbook international trade and business law. Hanoi, People's Public  
Security Publishing House, 2012. 524 p.

UN Commission on International Trade Law. News from the United Nations  
Commission on International Trade Law (UNCITRAL): UNCITRAL at the end  
of 2013. *Uniform law review = Revue de droit uniforme* (Roma) 18:3-4:721-730,  
2013.

United Nations. Recognizing and preventing commercial fraud: indicators of  
commercial fraud, prepared by the UNCITRAL secretariat. Vienna, United  
Nations, 2013. 89 p.

United Nations. Rule of Law Unit. Expanding the UN rule of law agenda: rule-of-law  
activities that promote economic development. *United Nations Rule of Law: in  
focus* 2013. 可在以下网址查阅: [http://www.unrol.org/article.aspx?article\\_id=183](http://www.unrol.org/article.aspx?article_id=183)

Zhu, W. 非洲地区一体化进程中的法律一体化。西亚非洲 = *West Asia and Africa*  
(北京) 1:102-115, 2013. 标题英译: The legal integration process of African  
regional integration.

## 二. 国际货物销售

Advantages of applying the United Nations Convention on Contracts for the  
International Sale of Goods (CISG) in general terms and conditions. *Lorenz &  
Partners newsletter* (Hong Kong) 102:1-4, August 2012.

Aksoy, H.C. Status quo bias, CISG and the future of the Common European Sales Law.  
*European business law review* (London) 24:4:459-465, 2013.

Allen, T. General principles of international law and the autonomous interpretation of  
the Convention on Contracts for the International Sale of Goods. *Journal of  
Islamic State practices in international law* (London) 8:2:91-103, 2012.

- Andersen, C.B. Breaking the mould of scope: unusual usage of the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 16:2:145-162, 2012.
- Araujo, N. de and F.I.G. de C. Saldanha. Recent developments and current trends on Brazilian private international law concerning international contracts. *Panorama of Brazilian law* (Rio de Janeiro, Brazil) 1:1:73-83, 2013.
- Asghari Aghmashhdi, F. and M. Ala. Delivery of goods more than provided in the contract (a comparative study in Iranian law, CISG (1980) and English law). *Private law* (Tehran) 19:25-52, 2012. 波斯文，标题为原文英译。
- Bacher, G. The UIA in Ljubljana: negotiating and managing international sales, agency and distributorship contracts. *Juriste international* (Paris) 3:11-12, 2013.
- Baptista, L.O. and others. Harmonising with CISG. *Latin lawyer* (London) 23 October 2012.
- Bilotta, C. Ending the commercial siesta: the shortcomings of European Union Directive 2011/7 on combating late payments in commercial transactions. *Brooklyn journal of international law* (Brooklyn, N.Y.) 38:2:699-727, 2013.
- Bonell, M.J. Model Clauses for the Use of the Unidroit Principles of International Commercial Contracts. *Uniform law review = Revue de droit uniforme* (Roma) 18:3-4:473-489, 2013.
- Bonell, M.J. and O. Lando. Future prospects of the unification of contract law in Europe and worldwide: a dialogue between Michael Joachim Bonell and Ole Lando on the occasion of the seminar in honour of Ole Lando held in Copenhagen on 29 August 2012. *Uniform law review = Revue de droit uniforme* (Roma) 18:1:17-31, 2013.
- Bridge, M. Contract damages under the United Nations Convention for the International Sale of Goods: loss and compensation. *European journal of commercial contract law* (Zutphen, The Netherlands) 4:4:77-90, 2012.
- Castellani, L.G. The adoption of the CISG in Portugal: benefits and perspectives. *Revista electrónica de direito* (Porto, Portugal) 2, October 2013.
- \_\_\_\_\_. 국제물품매매에 있어 시효기간에 관한 협약 개요. *Korea international trade law journal* (Seoul) 22:1:375-392, 2013. 标题英译：Study of the Convention on the Limitation Period in the International Sale of Goods (New York, 1974), as amended by the Protocol 11 April 1980 (Vienna) (“Limitation Convention (1974/1980)”).
- Castellanos Ruiz, E. El valor de los Incoterms para precisar el juez del lugar de entrega. *Cuadernos de derecho transnacional* (Madrid) 4:2:93-122, 2012.

Chen, J. 论 CISG 项下国际惯例的效力——兼论我国《民法通则》第 142 条的改良。《国际贸易问题》(中国) 5: 157-165, 2011. 标题英译: On the legal effect of international usage under the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) ("CISG (1980)") and modification of article 142 of General Principles of Civil Law.

Chen, L. and Q. Li. CISG 第 39 条第 1 款在德国的适用与解释。*Journal of Soochow University (China)* 5:96-192, 2011. 标题英译: On the application and interpretation of article 39(1) CISG (1980) in Germany.

Choi, H.-S. 국제물품매매에 관한 유엔시효협약. *Comparative private law* (Seoul) 13:863-911, 2000. 标题英译: Limitation Convention (1974/1980). In Korean with abstract in English.

CISG Advisory Council. CISG Advisory Council: CISG-AC opinion no. 10: agreed sums payable upon breach of an obligation in CISG contracts. Rapporteur: Dr. Pascal Hachem, Bär & Karrer AG, Zurich, Switzerland. Adopted by the CISG-AC following its 16th meeting in Wellington, New Zealand on 3 August 2012.

\_\_\_\_\_. CISG Advisory Council: CISG-AC opinion no. 13: inclusion of standard terms under the CISG. Rapporteur: Professor Sieg Eiselen, College of Law, University of South Africa, Pretoria, South Africa. Adopted by the CISG Advisory Council following its 17th meeting, in Villanova, Pennsylvania, USA, on 20 January 2013.

Clapham, J. Recent trends in commodities arbitration. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:6:665-688, 2013.

Clive, E. Key concepts in uniform and regional private law instruments: an emerging consensus? *Uniform law review = Revue de droit uniforme* (Roma) 18:1:32-49, 2013.

Competition in international sales law. *European business law review* (London) 24:3:295-406, 2013. Special journal issue. Selected contents: Competition in international sales law: introduction to special issue / J. M. Smits, p. 295-298 — Some realism about a Common European Sales Law / J. H. Dalhuisen, p. 299-318 — The interpretation and fairness of standardized terms: certainty and predictability under the CESL and the CISG compared / N. Kornet, p. 319-339 — Incorporation of standard terms according to the CISG and the CESL: will these competing instruments enhance legal certainty in cross-border sales transactions? / S. A. Kruisinga, p. 341-362 — A psychology of choice of laws / G. Low, p. 363-387 — Promoting uniform sales law / O. Meyer, p. 389-406.

Dalla Massara, T. Vendita di tradizione romanistica e vendita internazionale: modelli a confronto. *Zbornik pravnog fakulteta sveučilišta u Rijeci* (Rijeka, Croatia) 33:2:599-628, 2012. 标题英译: Sale under the Roman tradition versus international sale: a comparison of models.

- Darankoum, E.S. L'application de la Convention des Nations Unies sur les contrats de vente internationale de marchandises par les arbitres de la chambre de commerce internationale en dehors de la volonté des parties est-elle prévisible ? *Revue québécoise de droit international* (Montréal) 17:2:1-32, 2004.
- DiMatteo, L.A. International contracting: law and practice. 3rd ed. Alphen aan den Rijn, The Netherlands, Wolters Kluwer Law and Business, 2013. 654 p.
- \_\_\_\_\_. Soft law and the principle of fair and equitable decision making in international contract arbitration. *Chinese journal of comparative law* (Oxford) 1:1-35, 2013.
- Dorđević, M. Конвенција УН о уговорима о међународној продаји робе у српском праву и пракси: искуства и перспективе. *Annals of the Faculty of Law in Belgrade - Belgrade law review* (Belgrade) 2012:2:256-275, 2012. 标题英译: CISG (1980) in Serbian law and practice: current status and perspectives. 塞尔维亚文。
- Droese, P.A. B2B Kaufverträge und das GEK: das Ende des CISG? *Internationales Handelsrecht* (München) 13:2:50-60, 2013. 标题英译: B2B contracts and CESL: the end of CISG (1980)?
- Ehlers, A. Establishing a uniform interpretation of the CISG: a case study of Article 74. *Nordic journal of commercial law* (Turku, Finland) 2:2013.
- Emery, C. and J. Salasky. Arbitration and UNCITRAL's sales conventions. *Slovenska arbitražna praksa* (Ljubljana) 2:1:28-34, 2013.
- Ferrari, F. Tendance insulariste et lex forisme malgré un droit uniforme de la vente. *Revue critique de droit international privé* (Paris) 102:2:323-358, 2013.
- \_\_\_\_\_. The CISG's interpretative goals, its interpretative method and its general principles in case law (parts I and II). *Internationales Handelsrecht* (München) 13:4:137-155, 2013; 13:5:181-197, 2013.
- Flanagan, A. E-Commerce: the regulation of insurance in the age of the internet. In Research handbook on international insurance law and regulation. Cheltenham, U.K., Edward Elgar, 2012. p. 569-602.
- Fogt, M.M. Private international law issues in opt-out and opt-in instruments of harmonization: the CISG and the proposal for a Common European Sales Law. *Columbia journal of European law* (New York) 19:83-141, 2013.
- Fokus: [journal section on the Proposal for a regulation of the European Parliament and of the Council on a Common European Sales Law]. *GPR-Zeitschrift für Gemeinschaftsprivatrecht* (München) 10:1:10-32, 2013. Selected contents: Zum Verordnungsvorschlag für ein Gemeinsames Europäisches Kaufrecht (标题英译: On the proposed regulation on a Common European Sales Law) / I. M. de Figueiredo, p. 10-11 -- Point de vue français sur: La proposition de règlement

relatif à un droit européen de la vente / A. Cotiga, A. Raccah, p. 11-12 -- Estland: ein Versuchsfeld für das Europäische Privatrecht? Estnische Erfahrungen mit der Anwendung der Prinzipien des vereinheitlichten Europäischen Privatrechts (标题英译: Estonia: a testing ground for the European Private Law? Estonia's experience in applying principles of unified European private law) / K. Sein, p. 13-24.

Fontaine, M. Law harmonization and local specificities: a case study: OHADA and the law of contracts. *Uniform law review = Revue de droit uniforme* (Roma) 18:1:50-64, 2013.

Graves, J. Law of contracts or laws of contracts?: penalty clauses as remedies: exploring comparative approaches to enforceability. *Touro law review* (Central Islip, N.Y.) 29:681-693, 2013.

Grbic, K. Putting the CISG where it belongs: in the Uniform Commercial Code. *Touro law review* (Central Islip, N.Y.) 29:173, 2013.

Gruenbaum, D. Resolução do contrato: avoidance na CISG. *Revista de arbitragem e mediação* (Brasilia) 10:37:83-105, 2013. 标题英译: Avoidance of contract under the CISG (1980).

Hrnčířková, M. and others. A few thoughts on the New Common European Sales Law. *Czech yearbook of international law* (Huntington, N.Y.) 4:123-142, 2013.

Hu, X. CISG 在中国适用的方法论思辨。《商业研究》(中国) 7:21-25, 2011. 标题英译: On a methodology for CISG (1980) application in China.

Illescas Ortiz, R. and M. del P. Perales Viscasillas. The scope of the Common European Sales Law: B2B, goods, digital content and services. *Journal of international trade law and policy* (Bingley, U.K.) 11:3:241-258, 2012.

International Institute for the Unification of Private Law. Model clauses for the use of the Unidroit Principles of International Commercial Contracts. Rome, Unidroit, 2013. 22 p.

Janyst, T. The influence of the United Nations Convention on Contracts for the International Sale of Goods on Chinese contract law: damages for breach of contract. Warsaw, s.n., 2011. 89 p. Thesis (magister) - University of Warsaw, 2011.

Jenkins, S.H. Construing laws governing international and U.S. domestic contracts for the sale of goods: a comparative evaluation of the CISG and UCC rules of interpretation. *Temple international and comparative law journal* (Philadelphia, Pa.) 26:181-211, 2012.

\_\_\_\_\_. Rejection, revocation of acceptance, and avoidance: a comparative assessment of UCC and CISG goods oriented remedies. *Minnesota journal of international law* (Minneapolis, Minn.) 22:152-213, 2013.

- Johnson, V.R. Book review: Regional sales law in a world of global transactions. *Chinese journal of comparative law* (Oxford) 1-8, 2013.
- Johnson, W.P. Turkey's accession to the CISG: the significance for Turkey and for sales transactions with U.S. contracting parties. *Ankara law review* (Ankara) 8:1:1-52, 2011.
- Kadner Graziano, T. Solving the riddle of conflicting choice of law clauses in battle of forms situations: the Hague solution. *Yearbook of private international law* (The Hague) 14:71-101, 2013.
- Kayibanda, R. Passing of property in goods in contracts of international sale of goods. *Estey Centre journal of international law and trade policy* (Saskatoon, Sask.) 14:2:68-86, 2012.
- Kelong, R.W.N. Problems relating to the place of performance for payment of damages and the admissibility of set-off claims under Article 74 CISG. *Surrey law working papers* (Surrey, U.K.) short notes, issue 3, 2013.
- Kim, J. 국제물품매매에서의 소멸시효에 관한 연구. *Hankuk University of Foreign Studies, collection of dissertations* (Seoul) 6:12:256-317, 1977. 标题英译: Study on the limitation period in international sale of goods.
- Klepper, C.D. The Convention for the International Sale of Goods: a practical guide for the State of Maryland and its trade community. *Maryland journal of international law* (Baltimore, Md.) 15:2:235-261, 1991.
- Klimas, T. The questionable reception of the CISG in the Baltic States, Belarus, Bulgaria & the Ukraine. *Social science research network* October 2, 2013. 可在以下网址查阅: <http://ssrn.com/abstract=2334777>
- Knieper, J. Der Rechtsweg Albaniens nach Europa: ein Schritt dahin: die Konvention über das internationale Kaufrecht. *Wirtschaft und Recht in Osteuropa* (München) 19:6:175-177, 2010. 标题英译: Albania's legal path to Europe: the CISG (1980) as another step forward.
- Kohen, M.G. and D. Bentolila. *Mélanges en l'honneur du Professeur Jean-Michel Jacquet: le droit des rapports internationaux économiques et privés*. Paris, Lexis Nexis, 2013. 564 p. Selected contents: The transnationalization of national contract law by the international arbitrator / G. Kaufmann-Kohler, p. 107-120 -- Retour sur les sources premières de la lex mercatoria: les usages du commerce international / E. Loquin, p. 215-234 -- Entre autonomie conflictuelle et autonomie substantielle: le choix du future droit commun européen de la vente - à propos de la proposition de règlement de la Commission Européenne du 11 octobre 2011 / S. Corneloup, p. 367-386 -- L'applicabilité spatiale du nouveau droit OHADA de la vente commerciale et le droit international privé: une réforme inachevée / P.-G. Pougoué et G. Ngoumtsa Anou, p. 541-560.

- Kornet, N. The interpretation and fairness of standardized terms: certainty and predictability under the CESL and the CISG compared. *Maastricht European Private Law Institute working paper* (Maastricht, The Netherlands) 2013:8.
- Kossak, M. von. The remedial system under the proposed Common European Sales Law (CESL). *European journal of commercial contract law* (Zutphen, The Netherlands) 5:1:7-18, 2013.
- Landolt, P. Summary of Swiss case law on the CISG from 2008 until March 2013. *Jusletter* (Bern) 26 August 2013.
- Lee, B.-M. The buyer's duty to examine the goods and to notify the seller of lack of conformity under Korean law in comparison with PELS and the CISG. *Journal of Korea trade* (Seoul) 12:3:175-199, 2008.
- Lee, H. 국제물품매매에서의 소멸시효에 관한 협약. *Kyonggi University law journal* (Seoul) 1:167-197, 2000. 标题英译: Limitation Convention (1974/1980).
- \_\_\_\_\_. 국제물품매매에서의 소멸시효에 관한 협약. *Yonsei legal studies* (Seoul) 4:415-438, 1997. 标题英译: Limitation Convention (1974/1980). 韩文, 附英文摘要。
- Leible, S. and M. Müller. Die Reichweite von Artikel 80 CISG. *Internationales Handelsrecht* (München) 13:2:45-50, 2013. 标题英译: The scope of Article 80 CISG (1980).
- Li, W. 论中国对于《联合国国际贸易销售合同》第 1 条 b 项的保留。*The jurist* (China) 5:93-103, 2012. 标题英译: On the positive meaning of China's withdrawing its reservation to article 1(b) CISG (1980).
- Li, X.Y. On translation approaches of international treaties from English to Chinese: a case study of CISG. *Oversees English* (China) 4:285-286, 2012.
- Lichtenstein, F. Neue Auslegungsbestimmungen zum chinesischen Kaufrecht. *Internationales Handelsrecht* (München) 13:3:98-107, 2013. 标题英译: New rules of interpretation in Chinese sales law.
- Liu, K. and Y.D. Wei. 关于 CISG ‘补缺’ 规则的探讨。*Chinese and foreign entrepreneurs* (China) 7:163-168, 2011. 标题英译: Study on gap-filling in CISG (1980).
- Liu, Y. CISG 损害赔偿制度之因果关系案例分析。*Modern finance and economics: Journal of Tianjin University of Finance* (China) 12:108-116, 2011. 标题英译: Analysis on the causal relationship in the damage compensation system of the CISG (1980).
- \_\_\_\_\_. CISG 项下违约商誉损失赔偿实证研究。*Theory and modernization* (China) 6:79-85, 2011. 标题英译: Legal practice of compensation of commercial reputation incurred as a result of the breach under CISG (1980).

- \_\_\_\_\_. 论 CISG 损害赔偿制度中的可预见要求。《广东行政学院学报》(中国) 2:59-65, 2012. 标题英译: Study on the foreseeability requirements in the damage compensation system of the CISG (1980).
- Lopez, M.B. Resurrecting the public good: amending the validity exception in the United Nations Convention on Contracts for the International Sale of Goods for the 21st century. *Journal of business & securities law* (East Lansing, Mich.) 10:133-171, 2010.
- Low, G. A psychology of choice of laws. *European business law review* (London) 24:3:365-387, 2013.
- Majumdar, A.B. Uniform Commercial Code v. the Vienna Convention on the International Sale of Goods: a comparative analysis. *Social science research network* May 18, 2013. 可在以下网址查阅: <http://ssrn.com/abstract=2266754>。
- Malkhasyan, A. Transfer of risk in international sales law. *Armenian yearbook of international and comparative law* (Yerevan) 1:9-32, 2013.
- Masoud, B.S. The Kenyan Insolvency Bill 2010: a cross-border insolvency analysis. *Open University law journal* (Dar Es Salaam) 4:1:195-207, 2013.
- Mazzacano, P. Damages under the UN Sale of Goods Convention. *Canadian international lawyer = Revue canadienne de droit international* (Ottawa) 9:2:82-85, 2013.
- Nagy, B. Unreliable excuses: how do differing persuasive interpretations of CISG Article 79 affect its goal of harmony? *New York international law review* (New York) 26:2:61-92, 2013.
- Neumann, T. The continued saga of the CISG in the Nordic countries: reservations and transformation reconsidered. *Nordic journal of commercial law* (Turku, Finland) 1:2013.
- \_\_\_\_\_. The duty to cooperate in international sales: the scope and role of Article 80 CISG. Munich, Sellier European Law Publishers, 2012. 273 p.
- Norman J. Shachoy symposium: assessing the CISG and other international endeavors to unify international contract law: has the time come for a new global initiative to harmonize and unify international trade? *Villanova law review* (Villanova, Pa.) 58:4:487-771, 2013. Special journal issue. Selected contents: An overview of the CISG and an introduction to the debate about the future convention / M. Bridge, p. 487-491 --- Possible future work by UNCITRAL in the field of contract law: preliminary thoughts from the secretariat / R. Sorieul, E. Hatcher, C. Emery, p. 491-508 -- A new global initiative on contract law in UNCITRAL: right project, right forum? / K. Loken, p. 509-520 -- The soft law approach to unification of international commercial contract law: future perspectives in light of Unidroit's experience / A. Veneziano, p. 521-528 -- Article 35 of the CISG: reflecting on the

present and thinking about the future / D. Saidov, p. 529-552 -- Defining the borders of uniform international contract law: the CISG and remedies for innocent, negligent, or fraudulent misrepresentation / U. G. Schroeter, p. 553-588 -- Principles of Asian Contract Law: an endeavor of regional harmonization of contract law in East Asia / Shiyuan Han, p. 589-600 -- The interpretation in Mexico of the United Nations Convention on Contracts for the International Sale of Goods / A. Osuna-González, p. 601-622 -- Law wars: Australian contract law reform vs. CISG vs. CESL / L. Spagnolo, p. 623-644 -- An assessment of the Convention on the Limitation Period in the International Sale of Goods through case law / L. G. Castellani, p. 645-660 -- Unidroit Principles as a source for global sales law / H. D. Gabriel, p. 661-680 -- CISG and UPICC as the basis for an international convention on international commercial contracts / J. Ramberg, p. 681-690 -- CISG as basis of a comprehensive international sales law / L. A. DiMatteo, p. 691-722 -- Who needs a uniform contract law and why? / I. Schwenzer, p. 723-732 -- Applicable law, the CISG, and the future convention on international commercial contracts, P. Perales Viscasillas, p. 733-760 -- Attorneys' fees: last ditch stand? / B. Zeller, p. 761-771.

Nwafor, N.A. Comparative evaluation of the doctrine of fundamental breach under the CISG, UNIDROIT Principles and the English law. *Social science research network* October 15, 2013. 可在以下网址查阅: <http://ssrn.com/abstract=2340440>。

Oh, S.-C. 국제물품매매에서의 소멸시효에 관한 UN 협약. *Arbitration journal* (Seoul) 192:1:26-31; 193:2:10-21, 1988. 标题英译: Limitation Convention (1974/1980).

Omlor, S. and G. Beckhaus. Vermeintliche und tatsächliche Lücken im UN-Kaufrecht. *Internationales Handelsrecht* (München) 13:6:237-245, 2013. 标题英译: Perceived and actual gaps in the CISG (1980).

Ostendorf, P. International sales terms. 2nd ed. München, Verlag C.H. Beck, 2014. 183 p.

Osuna González, A. La CISG y la carta de crédito como medio de pago: un recuento jurisprudencial. *abogadostijuana.net* (Tijuana, Mexico) [2007].

Oviedo Albán, J. Costumbre y prácticas contractuales en la Convención de Naciones Unidas sobre Contratos de Compraventa Internacional de Mercaderías. *Cadernos da Escola de Direito e Relações Internacionais* (Curitiba, Brazil) 12:1:32-43, 2010.

\_\_\_\_\_. The general principles of the United Nations Convention for the International Sale of Goods. *Cuadernos de derecho transnacional* (Madrid) 4:1:165-179, 2012.

Park, H.-H. 국제사법규정을 통한 국제물품매매협약의 적용상의 문제점. *HUFS law review* (Seoul) 36:4:81-96, 2012. 标题英译: Conflict of laws problems in application of the CISG (1980).

- Pavić, V. and M. Đjordjević. The scope and sphere of application of the CISG in the Balkans. In *Festschrift für Helmut Rüssmann*. J. Stamm, ed. Saarbrücken, Germany, Juris, 2013. p. 887-916.
- Pérez Vargas, V. La Convención de Naciones Unidas para la Compraventa Internacional de Mercaderías: necesidad de su ratificación en Costa Rica. Congreso Convención de Naciones Unidas para la Compraventa Internacional de Mercaderías, Colegio de Abogados de Costa Rica, 19 noviembre 2013.
- Piltz, B. Recent developments in UN law on international sales (CISG). *European journal of commercial contract law* (Zutphen, The Netherlands) 5:3:73-80, 2013.
- Pirozzi, R. The effect of changing circumstances in international commercial contracts: the Scaform case. *Vindobona journal of international commercial law and arbitration* (Vienna) 16:2:207-222, 2012.
- Rahbari, E. and A. Rezaee. The role of electronic agents in concluding the contract. *Law quarterly* (Tehran) 41:4:159-178, 2013. 波斯文, 标题为原文英译。
- Rahman, M.F. Crisis time drafting of commercial contracts. *The daily star* (Dhaka) 18 February 2014.
- Rogowska, A. Some considerations on the desirability of accession to the CISG by the UK. *European journal of commercial contract law* (Zutphen, The Netherlands) 5:2:31-43, 2013.
- Sánchez-Lorenzo, S.A. Common European Sales Law and private international law: some critical remarks. *Journal of private international law* (Oxford, U.K.) 9:2:191-217, 2013.
- Sandvik, B. and L. Sisula-Tulokas. HD 2012:101: ett nytt köplagsfall. *Tidskrift utgiven av juridiska föreningen i Finland* (Helsinki) 2:143-150, 2013. 标题英译: Supreme Court Decision 2012:101 - a new case on the Finnish Sale of Goods Act.
- Schwenzer, I.H. and others. Kommentar zum Einheitlichen UN-Kaufrecht: das Übereinkommen der Vereinten Nationen über Verträge über den internationalen Warenkauf CISG 6. völlig neu bearbeitete Auflage. München, C. H. Beck, 2013. 1444 p.
- Schwenzer, I.H. and L. Spagnolo, eds. Globalization versus regionalization: 4th Annual MAA Schlechtriem CISG Conference, 18 March 2012, Hong Kong. Conference in honour of Peter Schlechtriem 1933-2007. The Hague, Eleven International Publishing, 2013. 115 p. Selected contents: Ch. 1. Reservations of the CISG: regional trends and developments / C. Baasch Andersen -- Ch. 2. The perversity of contract law regionalization in a globalizing world / P. Butler -- Ch. 3. CISG in time of crisis: an opportunity for increased efficiency / L. G. Castellani -- Ch. 4. The avoidance of contract under the CISG: some comparative remarks from a Chinese perspective / Shiyuan Han -- Ch. 5. Globalizing

- international trade, investment and commercial laws through regionalism: the prospects / E. T. Laryea -- Ch. 6. Brazil's adhesion to the CISG - consequences for trade in China and Latin America / E. Muñoz and L. G. Meira Moser -- Ch. 7. CESL and CISG / I. Schwenzer.
- Schwenzer, I.H. and D. Tebel. The word is not enough: arbitration, choice of forum and choice of law clauses under the CISG. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:4:740-755, 2013.
- Seong, S.H. 联合国国际货物销售合同公约解除制度模式的比较法史研究。 *Tsinghua law journal* (China) 5:115-135, 2011. 标题英译: Comparative study on the termination of contracts under CISG (1980).
- Sese, Atsuko. CIETAC による中国企業を当事者とする仲裁判断における ウィーン動産売買条約の解釈に関する研究. *Kokusai shōji hōmu* (Tokyo) 41:12:1829-1840, 2013. 标题英译: Arbitration cases in which CIETAC interpreted the CISG (1980). In Japanese.
- Shen, Z.T. 联合国国际货物销售合同公约中习惯做法的认定。 *People's judicature* (China) 24:32-35, 2012. 标题英译: Recognition of 'international practices' under the CISG (1980).
- Shi, H. 论《联合国国际货物销售合同公约》第九十六条保留的法律效果。 *Science economy society* (China) 1:127-132, 2012. 标题英译: On the legal effect of reservation of CISG (1980) article 96.
- Sill, K.B. and R.S. Jeffrey. Up, around, over, and under: a textual case for busting through the supposed privity barrier of CISG Article 4. *North Carolina journal of international law and commercial regulation* (Chapel Hill, N.C.) 38:697-728, 2013.
- Simos, E. The CISG: a lost cause in the UK? *Vindobona journal of international commercial law and arbitration* (Vienna) 16:2:251-282, 2012.
- Sobion, J. The Caribbean Community, the Caribbean Single Market and Economy, and the CISG: three ways of promoting international trade in the Caribbean region. Cape Town, s.n., 2012. 105 p. Thesis (LL.M.) - University of Cape Town, [2012].
- Sono, H. 私法統一の現状と課題(1)売買・一般契約法. *New business law* (Tokyo) 998:12-19, 2013. 标题英译: Current state of the unification of private law: vol.1 sales of goods and general contract law.
- South East European Law School, ed. New perspectives of South East European private law: South East European post-doctoral colloquium in private law - proceedings. Skopje, SEELS, 2012. 257 p. Selected contents: Case law as a trigger of CISG Uniform Global Era (CUGE) / A. Spaić, p. 210-219.

- Spagnolo, L. KLRI-UNCITRAL joint research: perspectives and trends [VI], CISG implementation in Asia and the Pacific. Seoul, Korea Legislation Research Institute, 2013. 150 p.
- Srinivasan, B. UNCITRAL Arbitration Rules, 2010: comment on certain revisions. *Indian journal of arbitration law* (Jodhpur, India) 2:2, 2013.
- Stemler, A. and A.H. Raymond. Promoting investment in agricultural production: increasing legal tools for small to medium farmers. *Ohio State entrepreneurial business law journal* (Columbus, Ohio) 8:2:281-325, 2013.
- Sugiura, Y. 「国連国際物品売買に関する時効条約」に加入すべきか = ‘국제연합 국제물품매매에 관한 시효조약’에 가입하여야 할 것인가. *Pusan National University law review* (Pusan, Republic of Korea) 51:1:311-356, 2010. 标题英译: Should we accede to the Limitation Convention (1974/1980)? 日文和韩文。
- Sun, H. 《联合国国际贸易销售合同公约》第 78 条利率问题的探究。*Journal of Jiangxi University of Finance and Economics* (China) 2:122-128, 2012. 标题英译: Study of the calculation of the interest rate under article 78 of the CISG (1980).
- Taniguchi, Y. Deepening confidence in the application of CISG to the sales agreements between the United States and Japanese companies. *Richmond journal of global law & business* (Richmond, Va.) 12:2:277-298, 2013.
- Taufiqurrahman, S.M.H. The significance of accession to the United Nations Convention on Contracts for the International Sale of Goods 1980 for Indonesia. *Juridical tribune* (Bucharest) 2:2:54-71, 2012.
- 联合国. Brasil adere à Convencão da ONU sobre contratos internacionais de compra e venda de mercadorias. *ONUBR: Nações Unidas no Brasil* 5 March 2013. 标题英译: Brazil accedes to CISG (1980).
- Varga, D. A few comments on Brazil's accession to the United Nations Convention on Contracts for the International Sale of Goods. *Brazil business brief* (United Kingdom) 15:46:12-13, 2013.
- Vasiljević, M. Private law reform in South East Europe: liber amicorum Christa Jessel-Holst. Belgrade, Faculty of Law, University of Belgrade, 2010. 526 p. Selected contents: 'Mexican revolution' in CISG jurisprudence and case-law: attorneys' fees as (non)recoverable loss for breach of contract / M. Đorđević, p. 199-220.
- Vechosotsakda, P. การตั้งข้อสงวนของอนุสัญญาสหประชาชาติว่าด้วยสัญญาซื้อขายสินค้าระหว่างประเทศสำหรับประเทศไทย. Bangkok, Thammasat University, 2011. 293 p. Thesis (Master of Laws) - Thammasat University, 2011. 标题英译: Reservations under the CISG (1980) for Thailand. 泰文。
- Vieira, I. de A. La Convention de Vienne et l'arbitrage: perspectives en droit brésilien. *Uniform law review = Revue de droit uniforme* (Roma) 18:3-4:606-629, 2013.

- \_\_\_\_\_. The CISG and party autonomy in Brazilian international contract law. *Panorama of Brazilian law* (Rio de Janeiro, Brazil) 1:1:173-186, 2013.
- Vitkus, S. Penalty clauses within different legal systems. *Social transformation in contemporary society* (Vilnius) 1:153-162, 2013.
- Vorobey, D.V. CISG and arbitration clauses: issues of intent and validity. *Journal of law and commerce* (Pittsburgh, Pa.) 31:1:135-161, 2013.
- Wand, J. China's reservation under the CISG (1980). 《江西财经大学学报》(中国) 32:2:79-82, 2004. 中文。
- Wang, L. 《联合国国际货物销售合同公约》与我国合同法的制定和完善。环球法律评论 = *Global law review* (北京) 5, 2013. 标题英译: Developing and improving the CISG (1980) and contract law of China.
- \_\_\_\_\_. CISG 公约的修改与中国合同法。环球法律评论 = *Global law review* (北京) 35:5:119-131, 2013. 标题英译: Drafting and improvement of the CISG (1980) and contract law of China.
- Wester-Ouisse, V. Le transfert de propriété solo consensu: principe ou exception? *Revue trimestrielle de droit civil* (Paris) 2:299-313, 2013.
- Williams, J. Increasing private sector participation in Ghana through the adoption and implementation of the CISG. *Africa law today* (Chicago, Ill.) 4:4:1-3, 2012.
- Witz, C. Droit uniforme de la vente internationale de marchandises: janvier 2012 - juillet 2013. *Recueil Dalloz* (Paris) 189:43:2874-2886, 2013.
- Wu, C. 论合同解除与风险转移的关系——以《联合国国际货物销售合同公约》为中心。《南昌大学学报》(中国) 4:70-74, 2011. 标题英译: On the relationship between termination of contract and transfer of risk.
- Xuan, Z. and Y. Wang. 我国法院对《联合国国际货物销售合同公约》的适用。《法学杂志》(中国) 5:125-131, 2012. 标题英译: Application of CISG (1980) in China courts.
- Yong, F.L. 傅林涌: 适用 UNCITRAL 规则在中国仲裁的困局。《中国仲裁在线》(中国) 2012 年 11 月 30 日。标题英译: Applicability of the UNCITRAL Arbitration Rules to disputes in China.
- Yoon, N.S. 국제물품매매계약에 관한 국제연합협약의 적용대상. *Korean Academic Society of Business Administration and Law journal* (Seoul) 21:2:687-717, 2011. 标题英译: Subject-matter application of the CISG (1980).
- Yuksel, B. Remedies of the buyer in CISG and Turkish Code of Obligations and an economic analysis. *Social science research network* January 28, 2014. 可在以下网址查阅: <http://ssrn.com/abstract=2386649>

Zeller, B. Interpretation of Article 8: is it consistent with the function of the global jurisconsultorium? *Internationales Handelsrecht* (München) 13:3:89-97, 2013.

Zengye, Y.F. 国际货物销售合同公约与 PACL 的相互作用。《清华法学》(中国) 7:35-45, 2013. 标题英译: Interaction between CISG (1980) and PACL.

Zhu, G. 要约不得撤销的法定事由与效果。环球法律评论 = *Global law review* (北京) 5:93-106, 2012. 标题英译: Irrevocable offers: legal reasons and effects.

Zou, G.Y. and M.L. Chen. 论 CISG 的根本违约制度。《理论月刊》(中国) 7:174-178, 2012. 标题英译: Mechanism of the fundamental breach of contract under CISG (1980).

Zuhir, M.A. Standarisasi Perdagangan Internasional Dalam Viena Convention on the International Sale of Goods [CISG] 1980. Palembang, Indonesia, Universitas Sriwijaya, 2012. 40 p. Working Paper, Universitas Sriwijaya, 2012. 标题英译: Standardization of international trade under the CISG (1980). 印度尼西亚文。

全球化背景下的国际贸易规则一体化: 中国与世界 = Unification of international trade rules in the age of globalization: China and the world [conference papers], October 19-20, 2013, [Beijing, China]. Beijing, Tsinghua University, 2013. 178 p. Contents: 《联合国国际货物销售合同公约》与中国合同法的制定与完善 = Developing and perfecting the CISG and Chinese contract law / Liming Wang -- CISG and national sales law / J. Ramberg -- 实际履行救济方式的法律实务思考 = Considerations in the implementations of remedies for performance breach: from the legal practice perspective / Zhidong Chen, Haizhou Chen -- Dodging windfalls: damages based on market price, actual loss and appropriate awards / J.Y. Gotanda -- Interest claim under the CISG: uniform or domestic law approach? / Y.M. Atamer -- Why China should withdraw its reservation to the United Nations Convention on Contract for the International Sale of Goods (CISG) under Article 95 / Jingzhou Tao -- 论我国撤销 CISG 第 95 条保留之必要性 = On China's necessity to withdraw its reservation to CISG under Article 95 / Tao Du -- Reviewing CISG declarations: some lessons learned / L.G. Castellani -- The withdrawal of state declarations under uniform private law convention / U.G. Schroeter -- Full and partial exclusion from the CISG / L. Spagnolo -- 中国法院适用《联合国国际货物销售合同公约》初评 / CISG in Chinese courts: a preliminary survey / Qiao Liu, Xiang Ren -- The Need for CISG countries to adopt the Electronic Communications Convention / S. Eiselen -- The CISG: a tool for the internationalisation of the curriculum / M. Hiscock -- 再论合同法第 121 条的存废——以履行辅助人责任论为视角 = Revisiting the Argument on abolition of Article 121 of the PRC contract law: the assistant performers' perspective and considerations of their obligations / Gen Xie -- CISG 减损规则及其在中国的适用 / CISG's 'mitigation principle' and its application in China / Ying Liu -- Judicial and arbitral application of international business law in China / Haicong Zuo -- 情事变更的几个问题 = On the issues of circumstance

alternation / Shiyuan Han -- 论中国大陆《合同法》中出卖人物之瑕疵责任的构成 / Constitutive elements of seller's liability of defect warranty in contract law of the People's Republic of China / Hongli Ning -- 瑕疵担保责任定位的重思 = Reconsidering the orientation of seller's liability of defect warranty / Teng Wu -- 合同订立过程中的格式之战问题 = 'Battle of the forms' in formation of contract / Guangxin Zhu -- 论 CISG 损害赔偿制度的完善——以 PICC 对 CISG 解释补充作用为视角 = The perfection of CISG damage compensation system: in perspective of the interpretation or supplementary function of PICC to CISG / Haicong Zuo, Mengsha Yang.

### 三. 国际商事仲裁和调解

A sonnet most favored. New York, s.n., 2014. 1 p. 'By the delegations of the United States, Australia, Singapore, Canada, Israel, and (to the extent it relates to portfolio investment rather than foreign direct investment) the United Kingdom and the Czech Republic.' Submitted during the 60th session of Working Group II (Arbitration and Conciliation), 3-7 February 2014, New York.

Accession of the Democratic Republic of Congo to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. *Jones Day commentary* (Washington, D.C.) August 2013.

Allen, V.L. and S. Martins. Application of the New York Convention in Spain and Portugal: are the courts getting it right? = La Convention de New York en Espagne et au Portugal. *Revue de droit des affaires internationales* = *International business law journal* (Paris) 4:267-286, 2013.

Al-Nasair, M. and I. Bantekas. Nullity and jurisdictional excess as grounds for non-enforcement of foreign awards in Bahrain and the UAE. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:3:283-301, 2013.

\_\_\_\_\_. The effect of public policy on the enforcement of foreign arbitral awards in Bahrain and UAE. *International arbitration law review* (London) 16:3:88-96, 2013.

Alshubaiki, T.A. Developing the legal environment for business in the Kingdom of Saudi Arabia: comments and suggestions. *Arab law quarterly* (Leiden, The Netherlands) 27:4:371-391, 2013.

Application of the doctrine of forum non conveniens in summary proceedings for the recognition and enforcement of awards governed by the New York and Panama Conventions: report of the International Arbitration Club of New York. *American review of international arbitration* (New York) 24:1-27, 2013.

Babić, D. Mediation law in Croatia: when EU Mediation Directive met the UNCITRAL Model Law on Conciliation. *SchiedsVZ* (München) 11:4:214-223, 2013.

Bachand, F. and F. Gélinas, eds. *D'une réforme à une autre: regards croisés sur l'arbitrage au Québec*. Québec, Editions Yvon Blais, 2013. 648 p. Selected contents: Regard intimiste sur l'état de l'arbitrage au Québec il y a 25 ans / N. Antaki -- Favor arbitrandum et favor validitatis / F. Gélinas -- La confidentialité de l'arbitrage, un laboratoire de l'obligation implicite / S. Grammond -- Usages et règles non étatiques: une harmonisation difficile? / E. S. Darankoum -- Les 25 ans de la réforme de l'arbitrage au Québec - Regard d'outre-Atlantique / C. Seraglini -- Quelques zones grises autour de l'arbitrage de consommation / G. Saumier -- L'annulation des sentences arbitrales 'investisseur État' en vertu de la Loi type au Canada et du régime du CIRDI / A. de Mestral -- En quête d'un droit de l'arbitrage concurrentiel: ce que le Québec pourrait apprendre de Singapour et de Hong Kong / G. F. Bell -- Éléments d'une Loi type réformée / A. Prujiner -- Vers une nouvelle réforme du droit québécois de l'arbitrage conventionnel / F. Bachand.

\_\_\_\_\_. *The UNCITRAL Model Law after twenty-five years: global perspectives on international commercial arbitration*. Huntington, N.Y., Juris, 2013. 362 p. Selected contents: Ch. 1 Review of the Model Law's implementation after twenty-five years / T. Lemay and C. Montineri, p. 3-12 -- Ch. 2 The impact of the UNCITRAL Model Law on the evolving interpretation and application of the 1958 New York Convention / J. Freedberg, p. 13-25 -- Ch. 3 The enforcement of arbitration agreements under Art. 8 of the Model Law / L. Boo, p. 29-48 -- Ch. 4 Direct review of arbitral jurisdiction under the UNCITRAL Model Law on International Commercial Arbitration: an assessment of Art. 16(3) / S. Greenberg, p. 49-93 -- Ch. 5 Comments on some aspects of Ch. V: the production of documentary evidence and privilege / J-G. Castel, p. 95-105 -- Ch. 6 Exercising discretion under Arts. 34 and 36 of the Model Law: a review of practice / A. Kawharu, p. 109-137 -- Ch. 7 The public policy defence in the Model Law jurisprudence: the ILA report revisited / S. Kröll, p. 139-165 -- Ch. 8 Delocalization and its relevance in post-award review / L. Mistelis, p. 167-181 -- Ch. 9 The UNCITRAL Model Law and the pro-arbitration approach: judicial internationalism and international interpretation - the Singapore experience / Q. Loh, p. 185-215 -- Ch. 10 The Model Law after twenty-five years: a German judicial perspective on international interpretation / M. Lorbacher, p. 217-227 -- Ch. 11 Judicial internationalism and the interpretation of the Model Law: reflections on some aspects of Art. 2A / F. Bachand, p. 231-251 -- Ch. 12 The CLOUT system (Case Law on UNCITRAL Texts): an UNCITRAL experience / M. Canafoglia, p. 253-259 -- Ch. 13 From harmonized legislation to harmonized law: hurdles and tools, judicial and arbitral perspectives / F. Gélinas, p. 261-275 -

- Ch. 14 An international arbitrator's perspective on future reform / L. Y. Fortier and S. Bachand, p. 279-323.
- Baetens, F. Procedural issues relating to shared responsibility in arbitral proceedings. *Journal of international dispute settlement* (Oxford) 4:2:319-341, 2013.
- Bardina, M.P. Determination of substantive law by international commercial arbitration in Russian law, ICAC Rules and arbitration practice. *Czech (& Central European) yearbook of arbitration* (Huntington, N.Y.) 3:123-143, 2013.
- Beffa, L. Enforcement of 'default awards'. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:4:756-773, 2013.
- Bělohlávek, A.J. Concept of foreign arbitral award in connection with recognition and enforcement and conflicts of sources. *Revista română de arbitraj* (Bucureşti) 26:2:32-52, 2013.
- \_\_\_\_\_. Importance of the seat of arbitration in international arbitration: delocalization and denationalization of arbitration as an outdated myth. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:2:262-292, 2013.
- Belton, K. Game, set, and match: enforcement of arbitral awards against non-signatory parties. *American review of international arbitration* (New York) 24:161-196, 2013.
- Berger, B. Rights and obligations of arbitrators in the deliberations. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:2:244-261, 2013.
- Binder, P. Analytical commentary to the UNCITRAL Arbitration Rules. London, Sweet & Maxwell, 2013. 1253 p.
- Bobei, R.B. Commercial arbitration: elementary handbook on scholarly pragmatism. Bucharest, C.H. Beck, 2014. 280 p.
- Bollée, S. L'arbitrage et le nouveau Règlement Bruxelles I. *Revue de l'arbitrage* (Paris) 4:979-987, 2013.
- Bonnin Reynes, V. Forum non conveniens: a hidden ground to refuse enforcement of arbitral awards in the United States. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:2:165-175, 2013.
- Born, G.B. International arbitration and forum selection agreements: drafting and enforcing. 4th ed. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2013. 450 p.
- Brand, R.A. Transaction planning using rules on jurisdiction and the recognition and enforcement of judgments. *Recueil des cours: Académie de Droit International = Collected courses of the Hague Academy of International Law* (Leiden, The Netherlands) 358:9-262, 2011.

- Brewer, T.J. and others. International commercial arbitration in Washington: the need for the Model Law. *Washington State Bar news* (Seattle, Wash.) 30-35, April 2012.
- Briggs, E.A. The applicability of arbitration in the Americas: an avant-garde approach to the Panama Convention. *University of Miami inter-american law review* (Coral Gables, Fla.) 43:3:563-591, 2012.
- Brödermann, E. The Chinese European Arbitration Centre: an introduction to the CEAC Hamburg Arbitration Rules. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:3:303-327, 2013.
- Bukola, F. Complementarity or disparity?: the UNCITRAL Model Law on International Commercial Arbitration 1985 and English Arbitration Act 1996 revisited. *University of Ibadan law journal* (Ibadan, Nigeria) 2:1:97-118, 2012.
- Burda, J. Le nouveau règlement suisse d'arbitrage international. *Journal du droit international* (Paris) 140:3:821-856, 2013.
- De Campos Melo, L. Recognition of foreign arbitral awards in Brazil. *American review of international arbitration* (New York) 24:113-161, 2013.
- Caron, D.D. and L. Caplan. The UNCITRAL arbitration rules: a commentary (with an integrated and comparative discussion of the 2010 and 1976 UNCITRAL Arbitration Rules). 2nd ed. Oxford, Oxford University Press, 2013. 1048 p.
- Castellani, L. The importance of UNCITRAL texts on arbitration for Japan: current status and future perspectives. *JCAA newsletter* (Tokyo) No. 30, September 2013.
- Ceccon, R. International commercial arbitration in Italy. *Comparative law yearbook of international business* (Alphen aan den Rijn, The Netherlands) 34:3-36, 2012.
- Cheng, S. and E. Yang. Setting aside an arbitral award in Hong Kong pursuant to Article 34 of the UNCITRAL Model Law: a practical guide. *Asian dispute review* (Hong Kong) 55-58, April 2013.
- Chlup, R., ed. Комментарии к арбитражным регламентам ведущих арбитражных институтов. St. Petersburg, Infotropic Media, 2012. 450 p. 标题英译：Commentary to the arbitration rules of the leading arbitral institutions.
- Corrie, C.A. International commercial arbitration in Brazil. *Comparative law yearbook of international business* (Alphen aan den Rijn, The Netherlands) 35:113-158, 2013.
- Court of Arbitration at the Polish Chamber of Commerce. Arbitration in Poland. Warsaw, Court of Arbitration at the Polish Chamber of Commerce, 2011. 231 p.
- Croft, C. and others. A guide to the UNCITRAL Arbitration Rules. New York, Cambridge University Press, 2013. 521 p.

- Diz, J.B.M. and C.C.N. Ribeiro. Impact of international treaties and conventions on the Brazilian arbitration law. *Panorama of Brazilian law* (Rio de Janeiro, Brazil) 1:1:153-171, 2013.
- Drličková, K. The law applicable to arbitration agreements: ‘lex arbitri’ or ‘lex causae’ of the principal contract? *Czech (& Central European) yearbook of arbitration* (Huntington, N.Y.) 3:71-87, 2013.
- ElGhatit, M. Enforcement of local arbitration awards in the Arab world and overseas. *International arbitration law review* (London) 16:4:105-109, 2013.
- Emanuele, F. and M. Molfa. Selected issues in international arbitration: the Italian perspective. London, Thomson Reuters, 2014. 329 p.
- Feldstein de Cárdenas, S.L. La reforma de la Ley Modelo sobre Arbitraje Comercial Internacional: una referencia para el derecho internacional privado Argentino. *Revista de derecho procesal civil y comercial* (Buenos Aires) No.2, March 2013.
- Fietta, S. and J. Upcher. Public international law, investment treaties and commercial arbitration: an emerging system of complementarity? *Arbitration international* (London) 29:2:187-222, 2013.
- Filártiga Lacróix, C.A. Manual práctico sobre arbitraje. Asunción, La Ley, 2013. 314 p.
- Finizio, S. and C. Howitt. When international arbitration meets Sharia. *Commercial dispute resolution news* (London) 49-52, March-April 2013.
- Fortier, L.-Y. and S. Bachand. La nouvelle loi française sur l’arbitrage: vues d’Outre-Atlantique. *Cahiers de l’arbitrage = Paris journal of international arbitration* (Paris) 1:9-26, 2013.
- Fouchard, C. and F. Vaz Pinto. La nouvelle loi portugaise sur l’arbitrage. *Revue de l’arbitrage* (Paris) 2:367-391, 2013.
- Galič, A. Procesnopravni vidiki potrditve izvršljivosti domačih arbitražnih odločb v Sloveniji. *Slovenska arbitražna praksa* (Ljubljana) 2:3:4-10, 2013. 标题英译: Procedural aspects of enforcement of domestic arbitral awards in Slovenia.
- Gallagher, P. and F. Kieran. Unifying the legislative regime for domestic and international arbitration in Ireland. *European international arbitration review* (Huntington, N.Y.) 1:2:177-189, 2012.
- Garnett, R. Coexisting and conflicting jurisdiction and arbitration clauses. *Journal of private international law* (Oxford, U.K.) 9:3:361-386, 2013.
- Garnett, R. and L. Nottage. What law (if any) now applies to international commercial arbitration in Australia? *UNSW law journal* (Sydney) 35:3:953-978, 2012.

- Gaultier, T. Cross-border mediation: a new solution for international commercial dispute settlement? *International law practicum* (New York) 26:1:38-58, 2013.
- Georgiou, P. Myanmar's accession to the New York Convention. *Asian dispute review* (Hong Kong) 74-76, July 2013.
- Ghouri, A.A. Law and practice of foreign arbitration and enforcement of foreign arbitral awards in Pakistan. Heidelberg, Germany, Springer, 2013. 54 p.
- Giordano Ciancio, A. Mediation at the intersection with contract law: the settlement agreement. *Social science research network* June 1, 2013. 可在以下网址查阅：<http://ssrn.com/abstract=2272989>
- Gonçalves, M. and others. Lei da arbitragem voluntária comentada: Angola. Coimbra, Almedina, 2013. 285 p.
- Gupta, S. Maladies of Indian arbitration: a case for a dualist regime. *International arbitration law review* (London) 16:2:69-80, 2013.
- Gurkov, A. The second-look doctrine in Russian Arbitrash courts. *Review of Central and East European law* (Leiden, The Netherlands) 38:3-4:389-402, 2013.
- Haas, U. Schiedsgerichte in Erbsachen und das New Yorker Übereinkommen über die Anerkennung und Vollstreckung ausländischer Schiedssprüche. *SchiedsVZ* (München) 9:6:289-301, 2011. 标题英译：Arbitration in matters of succession and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (“New York Convention (1958)”).
- Harb, J.-P. and A.G. Leventhal. The new Saudi arbitration law: modernization to the tune of Shari'a. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:2:113-130, 2013.
- Harisankar, K.S. International commercial arbitration in Asia and the choice of law determination. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:6:621-636, 2013.
- Harris, T.L. Customary international arbitration law. *American review of international arbitration* (New York) 24:245-270, 2013.
- He, Q. Public policy in enforcement of foreign arbitral awards in the Supreme People's Court of China. *Hong Kong law journal* (Hong Kong) 43:1037-1060, 2013.
- Heeg, C. and F. Brauch. Where to turn for China-related arbitration?: CEAC arbitration as a neutral compromise tailored for Chinese-European disputes. *Vindobona journal of international commercial law and arbitration* (Vienna) 16:2:191-204, 2012.
- Hinchey, J.W. and T.L. Harris. International construction arbitration handbook. New York, Thomson Reuters Westlaw, 2013. 2 v.

- Holmes, M.B. Enforcement of annulled arbitral awards: logical fallacies and fictional systems. *Arbitration* (London) 79:3:244-255, 2013.
- Hopt, K.J. and F. Steffek, eds. Mediation: principles and regulation in comparative perspective. Oxford, Oxford University Press, 2013. 1347 p.
- Hunter, J.M. India's arbitration legislation: does the single act serve the purpose. *Indian journal of arbitration law* (Jodhpur, India) 2:2, 2013.
- Hunter, M. and A. Banerjee. National arbitration legislation: one act or two? *Arbitration* (London) 80:1:62-66, 2014.
- Hutchinson, G.B. The existence of the arbitration agreement and the Kompetenz-Kompetenz principle in Irish law. *Arbitration* (London) 80:1:73-81, 2014.
- International Chamber of Commerce. ICC Guide to national procedures for recognition and enforcement of awards under the New York Convention = Guide CCI des procédures nationales pour la reconnaissance et l'exécution des sentences relevant de la Convention de New York = Guía CCI de los procedimientos nacionales de reconocimiento y ejecución de los laudos bajo la Convención de Nueva York. Paris, ICC, 2013. 430 p. From title page: 'ICC International Court of Arbitration Bulletin, 2012 Special Supplement.'
- Jacobs, M.S. Commentary on TCL Air Conditioner (Zhongshan) Co Ltd v the judges of the Federal Court of Australia [2013] HCA 5 in which a constitutional challenge to the Australian International Arbitration Act 1974 and the UNCITRAL Model Law (which under Section 16 of the Act is part of the Law of Australia), was rejected. *Mealey's international arbitration report* (King of Prussia, Pa.) 28:3:19-24, 2013.
- \_\_\_\_\_. The approach of a court when it is sought to enforce an international arbitral award in Australia under the provisions of the International Arbitration Act 1974 (Cth) or the UNCITRAL Model Law, when that award has been set aside or stayed in a foreign court: a discussion of the legal and discretionary principles involved. *Mealey's international arbitration report* (King of Prussia, Pa.) 28:10:32-60, 2013.
- Junita, F. The concept of public policy exception to the enforcement of foreign arbitral awards: the Indonesian perspective. *International arbitration law review* (London) 16:5:148-161, 2013.
- Karton, J. Reform of investor-state dispute settlement: lessons from international uniform law. *Transnational dispute management* (Voorburg, The Netherlands) 11:1, January 2014.
- Kaufmann-Kohler, G. Commercial arbitration before international courts and tribunals: reviewing abusive conduct of domestic courts. *Arbitration international* (London) 29:2:153-173, 2013.

- Keane, P.A. The prospects for international arbitration in Australia: meeting the challenge of regional forum competition or our house, our rules. *Arbitration* (London) 79:2:195-207, 2013.
- Kendra, T. State counterclaims in investment arbitration: a new lease of life? *Arbitration international* (London) 29:4:575-606, 2013.
- Kenfack Douajni, G. L'arbitrage CCJA comme modèle pour l'élaboration d'un instrument universel en vue d'une meilleure circulation internationale des sentences. *Journal du droit international* (Paris) 140:4:1127-1143, 2013.
- Khatchadourian, M. La nouvelle loi Saoudienne sur l'arbitrage. *Revue de l'arbitrage* (Paris) 3:683-690, 2012.
- Knieper, J. The cultural background of arbitrators and its influence on the proceedings. *Harmonius - Journal of legal and social studies in South East Europe* (Belgrade) 1:99-108, 2013.
- Knieper, J. and E. Agaj. Një përhapje e gjerë dhe një fillim i mbarë në zbatimin e metodave të zgjidhjeve alternative të mosmarrveshjeve në Ballkanin Perëndimor. *Jeta juridike* (Tirana) 4:36-45, 2012. 标题英译：Wide awareness and good start in implementation of ADR methods in Western Balkans. 阿尔巴尼亚文，附长篇英文摘要。
- Knieper, R. Enforceability of arbitral awards in the context of investor-state disputes. *SchiedsVZ* (München) 11:6:307-309, 2013.
- Kreindler, R. Competence-competence in the face of illegality in contracts and arbitration agreements. *Recueil des cours: Académie de Droit International = Collected courses of the Hague Academy of International Law* (Leiden, The Netherlands) 361:131-482, 2012.
- Kröll, S. 50 Jahre UN-Übereinkommen über die Anerkennung und Vollstreckung ausländischer Schiedssprüche: Standortbestimmung und Zukunftsperspektive. *SchiedsVZ* (München) 7:1:40-53, 2009. 标题英译：50 years of the New York Convention (1958): current status and future prospects.
- Kühn, W. Aktuelle Fragen zur Anwendung der New Yorker Konvention von 1958 im Hinblick auf die Anerkennung und Vollstreckung ausländischer Schiedssprüche: eine Betrachtung der deutschen Rechtsprechung. *SchiedsVZ* (München) 7:1:53-61, 2009. 标题英译：Current issues on the application of the New York Convention (1958) in terms of recognition and enforcement of foreign arbitral awards.
- Landolt, P. The inconvenience of principle: separability and Kompetenz-Kompetenz. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:5:511-530, 2013.

- Lee, J. UNCITRAL's unclear transparency instrument: fashioning the form and application of a legal standard ensuring greater disclosure in investor-state arbitrations. *Northwestern journal of international law & business* (Chicago, Ill.) 33:2:439-474, 2013.
- Lehmann, M. Official presentation of the draft Digest on the UNCITRAL Model Law on International Commercial Arbitration. *SchiedsVZ* (München) 3:3:150-152, 2005.
- Magee, S.J.E. and J. Mulholland. The enforceability of arbitration awards made pursuant to unilateral jurisdiction clauses. *Mealey's international arbitration report* (King of Prussia, Pa.) 28:10:25-31, 2013.
- Mantilla-Serrano, F. Colombia enacts a new international arbitration law. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:4:431-441, 2013.
- Marian, C. Who guards the guardians?: contracting states and available safeguards for ensuring arbitrators' impartiality and absence of bias in the ICSID Convention compared to the framework in the New York Convention. *Revista Română de arbitraj* (Bucureşti) 28:4:1-13, 2013.
- Maurer, A.G. Begründet die völkerrechtswidrige Verweigerung der Vollstreckung eines ausländischen Schiedsspruchs einen Schadensersatzanspruch des Schiedsklägers?: die 'Durchsetzung' multilateraler völkerrechtlicher Verträge durch private Parteien. *SchiedsVZ* (München) 9:2:75-80, 2011. 标题英译: Reasoning behind the awarding of damages in the case of a refusal to enforce a foreign arbitration award? The enforcement of multilateral treaties by private parties.
- McConaughay, P.J. The role of arbitration in economic development and the creation of transnational legal principles. *Peking University School of transnational law review* (Beijing) 1:1:9-31, 2013.
- De Meulemeester, D. The new Belgian arbitration law. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:3:596-602, 2013.
- Miles, W. and J. Li. British Institute of International and Comparative Law Workshop on International Arbitration 2013: do England's expansive grounds for recourse increase delay and interference in arbitration? *Arbitration* (London) 80:1:35-47, 2014.
- Mindach, C. Novellierung des Schiedsrechts in der Republik Kasachstan. *SchiedsVZ* (München) 10:2:72-79, 2012. 标题英译: Amendment of the law on arbitration in Kazakhstan.
- Moens, G.A. and R. Sharma. The CEAC Hamburg Arbitration Rules: a European-Chinese trade-related adaptation of the revised UNCITRAL Arbitration Rules 2010. *Arbitration* (London) 79:2:138-157, 2013.

- Mouawad, C. and E. Silbert. A guide to interim measures in investor-state arbitration. *Arbitration international* (London) 29:3:381-434, 2013.
- Mourre, A. and M. Nioche. Le règlement Bruxelles I « refondu » évite le risque d'une régionalisation de l'arbitrage. *Cahiers de l'arbitrage = Paris journal of international arbitration* (Paris) 3:567-583, 2013.
- Murphy, J.C. UNCITRAL's efforts to ensure transparency: right back where we started from. *International arbitration law review* (London) 16:6:185-187, 2013.
- Musin V. A and O.Y. Skvortsov, eds. Международный коммерческий арбитраж: Учебник. St. Petersburg, Infotropic Media, 2012. 477 p. 标题英译: International commercial arbitration: textbook.
- Nottage, L. International commercial arbitration in Australia: what's new and what's next? *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:5:465-494, 2013.
- De Oliveira, L.V.P. and I. Miranda. International public policy and recognition and enforcement of foreign arbitral awards in Brazil. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:1:49-70, 2013.
- Oseko Nyanchoka, A. The scope of arbitrability under Kenyan law. *Arbitration* (London) 79:3:273-278, 2013.
- Pareek, N.S. International commercial arbitration in India: governing law issues. *Uniform law review = Revue de droit uniforme* (Roma) 18:1:154-162, 2013.
- París, M. El necesario divorcio entre el código procesal civil y el arbitraje comercial. *Revista judicial* (San José) 109:145-150, 2013.
- Park, W.W. Convention violations and investment claims. *Arbitration international* (London) 29:2:175-186, 2013.
- Parkin, L. and S. Wade. Emergency arbitrators and the State Courts: will they work together? *Arbitration* (London) 80:1:48-54, 2014.
- Pauly, A. Arbitrajes más efectivos y eficientes. *Revista judicial* (San José) 107:89-98, 2013.
- Peiris, N. Appointment of an arbitrator by a court: a problem in the UNCITRAL Model Law! *Arbitration* (London) 80:1:117-119, 2014.
- Peng, H. and others, eds. Introduction to Cambodian law. Phnom Penh, Konrad Adenauer Stiftung, 2012. 496 p. Selected contents: Cambodian alternative dispute resolution / S. Austermiller, p. 183-195.
- Perales Viscasillas, M. del P. Arbitration in Spain: an international perspective of the modifications introduced by Law 11/2011. *World arbitration & mediation review* (Huntington, N.Y.) 6:2:385-404, 2012.

- \_\_\_\_\_. La notificación del arbitraje y su respuesta en el nuevo Reglamento de Arbitraje de la CNUDMI (2010). In Arbitraje internacional pasado, presente y futuro: libro homenaje a Bernardo Cremades e Yves Derains, Tomo I. Coordinadores: C. A. Soto Coaguila, D. Revoredo Marsano de Mur. Lima, Instituto Peruano de Arbitraje, 2013. p. 761-788.
- Pohl, J. and others. Dispute settlement provisions in international investment agreements: a large sample survey. *OECD working papers on international investment* (Paris) 2012:2.
- Polkinghorne, M. and M. Paralika. Revision of the UNCITRAL Arbitration Rules: the current state of play. *Contemporary Asia arbitration journal* (Taipei) 1:1:1-20, 2008.
- Pörnbacher, K. and others. Aktuelle Neuerungen im internationalen Schiedsrecht. *Betriebs-Berater* (Frankfurt am Main) 12:711-718, 2011. 标题英译：Recent innovations in international arbitration law.
- Primec, A. Prekoračitev pristojnosti arbitražnega senata kot ovira priznanju in izvršitvi odločb. *Slovenska arbitražna praksa* (Ljubljana) 2:2:24-30, 2013. 标题英译：Exceeding the jurisdiction of the arbitration tribunal as an obstacle to the recognition and enforcement of foreign judgments.
- Pullé, A.I. Hello Dallah: a perspective from Asia. *Comparative law yearbook of international business* (Alphen aan den Rijn, The Netherlands) 35:159-188, 2013.
- Rabkin, H. The Paris Arbitration Rules: towards a simplified arbitral procedure. *European international arbitration review* (Huntington, N.Y.) 2:1:53-93, 2013.
- Reichert, K. Commentary on the (relatively) new Irish arbitration law: the UNCITRAL Model Law in (almost) pure form. *Columbia journal of European law* (New York) 18:82-95, 2012.
- Republic of Korea. Ministry of Justice. 국제투자분쟁에서의 UNCITRAL 중재규칙 활용 실무. Seoul, Ministry of Justice, 2013. 280 p. 标题英译：A practical guide to using the UNCITRAL Arbitration Rules in international investment disputes.
- \_\_\_\_\_. 미얀마 중재법제 현대화 작업 지원방안 연구 = Research report on modernization of arbitration legislation in Myanmar. Seoul, Ministry of Justice, 2013. 110 p.
- Respondek, A. Asia arbitration guide. 3rd ed. Singapore, Respondek & Fan, 2013. 225 p.
- Reyes, A. How to be an arbitrator: a personal view. Hong Kong, s.n., 2012. 188 p.
- Rieder, M.S. and A. Ernst. UNCITRAL Arbitration Rules: institutional reform. *International arbitration law review* (London) 16:6:179-184, 2013.
- Rivkin, D.W. The impact of international arbitration on the rule of law. *Arbitration international* (London) 29:3:327-360, 2013.

- Rižnik, P. and J. Sekolec. Arbitražna pravila UNCITRAL: (spremenjena 2010). *Slovenska arbitražna praksa* (Ljubljana) 2:1:59-73, 2013. In Slovenian. 标题英译：UNCITRAL Arbitration Rules (as revised in 2010).
- Robinson, T.B. The recognition and enforcement of foreign arbitral awards as foreign judgments in the United States. *American review of international arbitration* (New York) 24:63-92, 2013.
- Rueda García, J.Á. Recognition and enforcement of foreign arbitral awards in Spain: a close look into the jurisprudence of the Superior Court of Justice of Catalonia (2011-2012). *Revista del club español del arbitraje* (Madrid) 17:97-123, 2013.
- Sacerdoti, G. Arbitration of investment disputes under UNCITRAL Rules and the choice of applicable law. In Law in the service of human dignity: essays in honour of Florentino Feliciano. S. Charnovitz, D. P. Steger and P. van den Bossche, eds. Cambridge, Cambridge University Press, 2005. p. 276-298.
- Salasky, J. and C. Montineri. UN Commission on International Trade Law and multilateral rule-making: consensus, sovereignty and the role of international organizations in the preparation of the UNCITRAL Rules on Transparency. *Transnational dispute management* (Voorburg, The Netherlands) 11:1, January 2014.
- \_\_\_\_\_. UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:4:774-796, 2013.
- Saleem, A.M. A critical study on how the Saudi Arbitration Code could be improved and on overcoming the issues of enforcing foreign awards in the country as a signatory state to the New York Convention. *CAR: CEPMLP annual review* (Dundee, Scotland) 2011/2012.
- Sattar, S. Bangladeshi courts at odds in respect of its powers in relation to arbitrations seated outside of Bangladesh. *International arbitration law review* (London) 16:1:19-24, 2013.
- Sawada, T. UNCITRAL 仲裁模範法の改定. ジュリスト=Jurist (Tokyo) 1319:145-153, 2006. 标题英译：Amendments to the UNCITRAL Model Law on International Commercial Arbitration (1985) (“UNCITRAL Arbitration Model Law (1985)”). 日文。
- Saxena, P. Pathological pace of dispute settlements in India: implications of an international arbitration. *Jindal journal of public policy* (Sonipat, India) 1:1:234-247, 2012.
- Scherer, M. Effects of foreign judgments relating to international arbitral awards: is the ‘judgment route’ the wrong road? *Journal of international dispute settlement* (Oxford) 4:3:587-628, 2013.

- Schütze, R.A. Institutional arbitration: article-by-article commentary. München, C.H. Beck, 2013. 1499 p.
- Schwenzer, I.H. and D. Tebel. The word is not enough: arbitration, choice of forum and choice of law clauses under the CISG. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 31:4:740-755, 2013.
- Smit, R.H. and others. Comparison of international arbitration rules. 4th ed. Huntington, N.Y, JurisNet, LLC, 2013. 181 p., Appendix: 132 p.
- Smuk, P., ed. The transformation of the Hungarian legal system 2010-2013. Budapest, Wolters Kluwer, 2013. 473 p. Selected contents: Hungarian regulation on arbitration / L. Milasson, p. 367-379.
- Soopramanien, S.O. The International Arbitration Act of Mauritius: addressing the challenges and opportunities of an emerging international arbitration center in Africa. *International arbitration law review* (London) 16:1:4-18, 2013.
- Srinivasan, B. UNCITRAL Arbitration Rules 2010: a review. *Christ University law journal* (Bangalore, India) 2:1:117-152, 2013.
- \_\_\_\_\_. UNCITRAL Arbitration Rules, 2010: comment on certain revisions. *Indian journal of arbitration law* (Jodhpur, India) 2:2, 2013.
- Strong, S.I. Beyond the self-execution analysis: rationalizing constitutional, treaty, and statutory interpretation in international commercial arbitration. *Virginia journal of international law* (Charlottesville, Va.) 53:3:499-573, 2013.
- Tao, J. Salient issues in arbitration in China. *American University international law review* (Washington, D.C.) 27:4:807-832, 2012.
- Templeman, J. Towards a truly international court of arbitration. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:3:197-220, 2013.
- Teshome, M. Laws and practice of commercial arbitration in Ethiopia: brief overview. *Abyssinialaw blog* (Ethiopia) 1 March 2013.
- The ‘manifest disregard of law’ doctrine and international arbitration in New York. *American review of international arbitration* (New York) 24:209-243, 2013.
- Tkemaladze, S. and I. Kacevska. Procedure and documents under Articles III and IV of New York Convention on Recognition and Enforcement of Arbitral Awards: comparative practice of Latvia and Georgia. *European scientific journal* (Ponta Delgada, Azores, Portugal) special edition vol. 1:452-463, December 2013.
- To, C. Do arbitrators really have a high degree of discretion in the management of the arbitration procedure: a Hong Kong perspective. *Korean arbitration review* (Seoul) 2:37-42, 2013.

Ullah, I. Interim measures in arbitration under the Pakistani legal regime. *Arbitration international* (London) 29:4:653-670, 2013.

UNCITRAL Model Arbitration Law: a solution? *Indonesia arbitration quarterly newsletter* (Jakarta) 12:4-28, 2013. Journal section dedicated to arbitration. Selected contents: The UNCITRAL Model Law on International Commercial Arbitration / C. Montineri, p. 4-5 -- Indonesia and UNCITRAL Model Law / M. Hussey Umar, p. 6-7 -- The meaning of international arbitration / C. Ong, p. 8-15 -- UNCITRAL Arbitration Rules as procedures for ad hoc arbitration / F.H. Winarta, p. 16-22 -- BANI versus UNCITRAL Rules / M. Hasan, p. 23-28.

United Nations. Recommendations to assist arbitral institutions and other interested bodies with regard to arbitration under the UNCITRAL Arbitration Rules (as revised in 2010). New York, United Nations, 2013. 25 p.

\_\_\_\_\_. UNCITRAL rules on transparency in treaty-based investor-state arbitration. New York, United Nations, 2014. iii, 12 p.

Varady, T. and others. International commercial arbitration: a transnational perspective. 5th ed. St. Paul, Minn., West, 2012. 1073 p.

Verbist, H. De nieuwe Belgische Arbitragewet van 24 juni 2013. *Tijdschrift voor arbitrage* (Alphen aan den Rijn, The Netherlands) 3:155-160, 2013. 标题英译: the new Belgian Arbitration Law of 24 June 2013.

\_\_\_\_\_. New Belgian Arbitration Law of 24 June 2013 and new CEPANI Arbitration Rules of 1 January 2013. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 30:5:597-618, 2013.

\_\_\_\_\_. The UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration. *b-arbitra* (Brussels) 4:303-332, 2013.

\_\_\_\_\_. Transparency in treaty based investor state arbitration: the draft UNCITRAL rules on transparency. *Tijdschrift@ipr.be = Revue@dipr.be* (Belgium) 1:73-98, 2012.

Vieira, I. de A. La Convention de Vienne et l'arbitrage: perspectives en droit brésilien. *Uniform law review = Revue de droit uniforme* (Roma) 18:3-4:606-629, 2013.

Vorobey, D.V. CISG and arbitration clauses: issues of intent and validity. *Journal of law and commerce* (Pittsburgh, Pa.) 31:1:135-161, 2013.

Waincymer, J.M. Procedure and evidence in international arbitration. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2012. 1363 p.

Wald, A. and others. Brazil as ‘belle of the ball’: the Brazilian courts’ pro-arbitration stance (2011-2012). *Cahiers de l’arbitrage = Paris journal of international arbitration* (Paris) 2:381-396, 2013.

- Wang, G. and F. Yang, eds. *Mediation in Asia Pacific: a practical guide to mediation and its impact on legal systems*. Hong Kong, Wolters Kluwer, 2013. 559 p.
- Yong, F.L. 傅林涌: 适用 UNCITRAL 规则在中国仲裁的困局。《中国仲裁在线》(中国) 30 November 2012. 标题英译: *Applicability of the UNCITRAL Arbitration Rules to disputes in China*.
- Yu, H.-L. Written arbitration agreements: what written arbitration agreements? *Civil justice quarterly* (Andover, U.K.) 32:1:68-92, 2012.
- Zakaria, T.A.B. International Arbitration Conference, Penang, Malaysia, August 2013: opening address by the Chief Justice of Malaysia. *Arbitration* (London) 79:4:389-392, 2013.
- Zekoll, J. and P. Giessen. Das ex parte-Eilverfahren und das Exequaturverfahren für schiedsgerichtliche Eilmaßnahmen im UNCITRAL Model Law: Anspruch und Wirklichkeit einer Reform. *SchiedsVZ* (München) 8:3:137-143, 2010. 标题英译: *Ex parte summary proceedings and the equator procedure for interim measures under the UNCITRAL Arbitration Model Law (1985): claim and reality of reform*.
- Zenginkuzucu, D.M. Uluslararası Ticaret ve Yatırım Uyuşmazlıklarının Dostane Çözümüne İlişkin Temel Metinler. Istanbul, Legal Yayıncılık A.S, 2013. 284 p. 标题英译: *Basic documents on the amicable settlement of international trade and investment disputes*.
- Zeynalova, Y. The law on recognition and enforcement of foreign judgments: is it broken and how do we fix it? *Berkeley journal of international law* (Berkeley, Calif.) 31:150-206, 2013.
- Zoroska-Kamilovska, T. Enforcing arbitral awards in the Republic of Macedonia. *Revista română de arbitraj* (Bucureşti) 29:1:16-26, 2014.

#### 四. 国际运输

- Abegaz Yimer, G. Adjudicatory jurisdiction in international carriage of goods by sea: would the Rotterdam Rules settle the controversy? *African journal of international and comparative law* (Edinburgh, U.K.) 21:3:467-488, 2013.
- Asariotis, R. Reflections on the Rotterdam Rules. In *Maritime law evolving: thirty years at Southampton*. M. Clarke, ed. Oxford, U.K., Hart Publishing, 2013, Ch. 6, p. 131-161.
- Berlingieri, F. Flexibility, foreseeability, reasonableness in maritime conventions and other relevant instruments. *Diritto marittimo* (Genova, Italy) 114:4:1017-1040, 2012.

- Bokareva, O. Liability for delay in multimodal transport under the Rotterdam Rules. *Journal of international maritime law* (Witney, U.K.) 19:3:237-255, 2013.
- Brooks, M.R. and J. Mackey. Will the Rotterdam Rules be accepted?: a liner cargo interest perspective. *Dalhousie law journal* (Halifax, N.S.) 35:2:267-294, 2012.
- Cachard, O. La clause said to contain et le trafic conteneurisé. *Droit maritime français* (Paris) 65:612-618, 2013.
- Delebecque, P. Le conteneur et les Règles de Rotterdam. *Droit maritime français* (Paris) 65:654-657, 2013.
- Estrella Faria, J.A. Uniform law and functional equivalence: diverting paths or stops along the same road? Thoughts on a new international regime for transport documents. *Elon law review* (Greensboro, N.C.) 2:1:1-37, 2011.
- Fujita, T. and S. Kozuka. 私法統一の現状と課題(3)海事・航空. *NBL* (Tokyo) 1001:54-62, 2013. 标题英译: Issues and current situations on unification of private law, vol.3: maritime and aviation law. 日文。
- Garo, P. L'adaptation du droit des transports maritimes au droit du commerce électronique. Marseille, Presses Universitaires d'Aix-Marseille (PUAM), 2012. 588 p.
- Kirval, L. European Union's stance on the Rotterdam Rules. *TransNav* (Gdynia, Poland) 6:4:555-562, 2012.
- Lamont-Black, S. Transferee liability under the Rotterdam Rules: a dance between flexibility and foreseeability. *Journal of international maritime law* (Witney, U.K.) 19:5:387-418, 2013.
- Maloof, D.T. and J.M. James. U.N.'s new compensation treaty: should United States ratify it? *New York law journal* (New York) 241:4, 2009.
- Ngamkan, G. Les «Règles de Rotterdam» 2008: le point de vue d'un avocat maritimiste africain. *Droit maritime français* (Paris) 755:151-158, 2014.
- Nicolas, P.-Y. Les Règles de Hambourg peuvent-elles s'appliquer conjointement avec la Convention de Bruxelles? *Droit maritime français* (Paris) 65:653:1014-1026, 2013.
- Pejović, C. Article 47(2) of the Rotterdam Rules: solution of old problems or a new confusion? *Journal of international maritime law* (Witney, U.K.) 18:5:348-363, 2012.
- Røsæg, E. Soft law in the conventions for the unification of maritime law. *Scandinavian studies in law* (Stockholm) 58:269-284, 2013.
- Soyer, B. and A. Tettenborn. Carriage of goods by sea, land and air: unimodal and multimodal transport in the 21st century. Abingdon, U.K., Informa Law, 2014.

430 p. Selected contents: International sale contracts and multimodal transport documents: two issues of significance / D. R. Thomas, Ch. 8 -- All tied up?: the potential impact of the Rotterdam Rules on shippers' obligations to carriers under bill of lading clauses in respect of goods shipped / D. Glass, Ch. 9 -- Multimodal bills of lading and limitation / C. Hancock, Ch. 10 -- The overall impact of the Rotterdam Rules on the liability of multimodal carriers and their subcontractors / R. Williams, Ch. 12 -- The European project on sustainable multimodal transport: is a harmonized liability system the right tool? / E. Eftestøl-Wilhelmsen, Ch. 13.

Sturley, M.F. Amending the Rotterdam Rules: technical corrections to the U.N. Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea. *Journal of international maritime law* (Witney, U.K.) 18:6:423-432, 2012.

La Vega Jústribó, B. de. Las Reglas de Rotterdam y el seguro marítimo de mercancías: su influencia en el proyecto de ley general de navegación marítima: la duración de la cobertura. *Cuadernos de derecho transnacional* (Madrid) 4:2:384-397, 2012.

De Wit, R. Le conteneur dans les Règles de Rotterdam. *Droit maritime français* (Paris) 65:646-653, 2013.

Zhao, L. Control of goods carried by sea and practice in e-commerce. *Journal of business law* (London) 6:585-597, 2013.

## 五. 国际支付（包括独立担保和备用信用证）

Bertrams, R.F. Bank guarantees in international trade: the law and practice of independent (first demand) guarantees and standby letters of credit in civil law and common law jurisdictions. 4th ed. The Hague, Kluwer Law International, 2013. 612 p.

Bollen, R. The law and regulation of payment services: a comparative study. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2012. 275 p.

Bostanji, S. La cour de cassation tunisienne à l'épreuve des «lois politiques»: réflexions à propos de l'arrêt n° 7146 du 26 avril 2005. *Revue de droit des affaires internationales = International business law journal* (Paris) 4:513-526, 2007.

Chhina, R.K. Standby letters of credit in international trade. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2013. 229 p.

Geva, B. The wireless wire: do M-payments and UNCITRAL Model Law on International Credit Transfers match? *Banking and finance law review* (Toronto) 27:249-264, 2012.

Giménez Corte, C. Lex mercatoria, international arbitration and independent guarantees: transnational law and how nation states lost the monopoly of

- legitimate enforcement. *Transnational legal theory* (Oxford, U.K.) 3:4:345-370, 2012.
- Kelly-Louw, M. The law applicable to demand guarantees and standby letters of credit. *Annual review of international banking law and practice* (Montgomery Village, Md.) 2012:143-176.
- L'Heureux, N. L'harmonisation du droit dans les transferts de fonds internationaux par télécommunications interbancaires. *Cahiers de droit* (Québec) 32:4:937-970, 1991.
- Lowry, H.P. Early implementation of the 1988 UNCITRAL Bills and Notes Convention. In Legal Harmonization in the Americas: Business Transactions, Bipolarism and the OAS. General Secretariat of the Organization of American States, 2002.
- Morishita, T. 私法統一の現状と課題(4)金融・証券取引. *NBL* (Tokyo) 1002:57-64, 2013. 标题英译: Issues and current situations on unification of private law, vol.4: financial law and security trading. 日文。
- Sandoval López, R. La Ley Modelo de la CNUDMI sobre Transferencias Internacionales de Credito. *Revista de derecho* (Concepción, Chile) 61:193:69-91, 1993.
- Şit, B. Electronic retail payment systems in conflict of laws: basic electronic payment systems and determination of the applicable law in North America and Europe. *Ankara law review* (Ankara) 2:2:145-170, 2005.
- Yüksel, B. Facilitating international trade between Turkey and China by international payments via electronic funds transfer: problems and possible solutions under the UNCITRAL Model Law on International Credit Transfers. In Reopening the silk road in the legal dialogue between Turkey and China, International Law Conference, 12-14 June 2012, Law School of Marmara University, Istanbul, Turkey. C. Yenidünya, M. Erkan & R. Asat (eds.). Adalet Yayinevi, 2013, p. 365-393.

## 六. 电子商务

- Abubakar, A.S. and F.O. Adebayo. Analysis of Electronic Transactions Bill in Nigeria: issues and prospects. *Mediterranean journal of social sciences* (Rome) 5:2:215-220, January 2014.
- Álvarez, J.F. and others. Problemas de la regulación actual en materia de comercio electrónico, armonización y firmas digitales. *EAFIT Journal of international law* (Medellin, Colombia) 3:2:41-53, 2012.
- Anagnostopoulou, D. E-commerce in international and European Union law: the policy of the European Union on Digital Agenda and Strategy 2020. *Jean Monnet*

- Chair 'New Dimensions on EU Legal Studies' research essays series*  
(Thessaloniki, Greece) 11, 2013.
- Anzaki, M.B. E-commerce in Africa: trends and laws. *Lawyers chronicle* (Jos, Nigeria) 50:5-28, 2013.
- Asia Pacific Economic Cooperation (Organization). Guidelines for paperless business environment in the APEC region. Seoul, Asia Pacific Women's Information Network Center (APWINC), 2010. 40 p.
- Bindman, J.C. The spam filter ate my email: when are electronic records received? *William Mitchell law review* (St. Paul, Minn.) 39:4:1295-1332, 2013.
- Boukbir, A. La preuve électronique des transactions commerciales au Maroc à la lumière de la loi n° 53-05. *Maroc droit* (Morocco) 7 January 2013.
- Cañete Ribeiro, G. El consentimiento en las contrataciones electrónicas, según la legislación paraguaya. *Revista jurídica Universidad Americana* (Asunción) 2012:87-101.
- Choi, K.J. KLRI-UNCITRAL joint research: perspectives and trends [III], UNCITRAL WG IV 에서의 전자양도기록에 관한 논의 분석. Seoul, Korea Legislation Research Institute, 2013. 141 p. 标题英译: Analysis of discussions on electronic transferable records in UNCITRAL WG IV.
- Common Market for Eastern and Southern Africa. COMESA model law on electronic transactions and guide to enactment 2010. Lusaka, COMESA, 2010. 118 p.
- Corbran Rizzo, R. El e-commerce internacional en el contrato de transporte aéreo de mercaderías. *Asociación Latino Americana de Derecho Aeronáutico y Espacial, ALADA doctrina* 18 January 2013.
- Dreyzin de Klor, A. Derecho aplicable al comercio electrónico. *Revista seqüênciam* (Florianópolis, Brazil) 50:273-299, 2005.
- East African Community. Draft EAC legal framework for cyberlaws. Arusha, United Republic of Tanzania, EAC, 2008. 61 p.
- Fernando, J. E-transactions to m-transactions: serving the next generation of customers. Beyond Growth - A Formula for Success. Association of Professional Bankers - Sri Lanka. 25th Anniversary Convention 2013, [8-9 October, Colombo].
- Flanagan, A. E-Commerce: the regulation of insurance in the age of the internet. In Research handbook on international insurance law and regulation. Cheltenham, U.K., Edward Elgar, 2012. p. 569-602.
- Garo, P. L'adaptation du droit des transports maritimes au droit du commerce électronique. Marseille, Presses Universitaires d'Aix-Marseille (PUAM), 2012. 588 p.

- Gregory, J.D. Must e-signatures be reliable? *Digital evidence and electronic signature law review* (Bedfordshire, U.K.) 10:67-70, 2013.
- Hao, F.S. The admission of electronic evidence under the Electronic Transactions Act and the Evidence Act: *Mitfam International Ltd v Motley Resources Pte Ltd* [2013] SGHC 270. *SLW commentary* (Singapore) 2, January 2014.
- Ikeh, E.-S. Nigeria: towards a legal framework for the development of e-commerce in Nigeria: issues & prospects. *Mondaq business briefing* (London) February 19, 2014.
- Kabre, D.W. La conclusion des contrats électroniques: plaidoyer pour un processus renouvelé. *Revue du droit des technologies de l'information* (Bruxelles) 50:5-28, 2013.
- Kalemi, E. and D. Ndreka. The impact of information technology in electronic contracting. *Academic journal of interdisciplinary studies* (Rome) 1:2:225-235, 2012.
- Konwencja ONZ o wykorzystywaniu komunikacji elektronicznej w kontraktach międzynarodowych. *VaGla.pl* 26 November 2006. Translation of the United Nations Convention on the Use of Electronic Communications in International Contracts (New York, 2005) ("United Nations Convention on Electronic Contracting (2005)"). 波兰文。
- Kuspraningrum, E. Keabsahan kontrak elektronik dalam UU ITE ditinjau dari pasal 1320 KUHPerdata dan UNCITRAL Model Law on Electronic Commerce. *Risalah Hukum* (Samarinda, Indonesia) 7:2:182-194, 2011. 标题英译：The legality of electronic contract in the enactment of information and electronical transaction derived from Article 1320 Civil Code and the UNCITRAL Model Law on Electronic Commerce (1996). 印度尼西亚文。
- Lacoursière, M. and E. Vézina. La sécurité des opérations bancaires par internet. *Revue juridique Thémis* (Montréal) 41:89-156, 2007.
- Lee, J.S. UNCITRAL 과 전자상거래: 전자양도기록에 대한 논의. In Global legal issues 2012. Seoul, Korea Legislation Research Institute, 2012. v. 2, p. 71-86. 标题英译：UNCITRAL and e-commerce: discussions on electronic transferable records.
- MacDonald, E. Dispatching the dispatch rule?: the postal rule, e-mail, revocation and implied terms. *Web journal of current legal issues* (Belfast, U.K.) 19:2, 2013.
- Mason, S. Table of electronic signature legislation. *Digital evidence and electronic signature law review* (Bedfordshire, U.K.) 10:233-248, 2013.
- Mik, E. Certainty at last?: A 'new' framework for electronic contracting in Singapore. *Journal of international commercial law and technology* 8:3:160-178, 2013.

- Moraes Neto, A.S. de and others. Brazil and international conflicts resolution in e-commerce: analysis of conflict resolution based on the CISG. Transnational corporations and development: challenges and opportunities in Brazil, Maringá, Brazil, July 24-26, 2013.
- Palanissamy, A. Legal issues in e-commerce and e-contracting: an overview of initiatives in Malaysia. *International journal of e-education, e-business, e-management and e-learning* (Singapore) 3:2:173-177, 2013.
- Poland. Konwencja Narodów Zjednoczonych o wykorzystaniu komunikacji elektronicznej w kontraktach międzynarodowych. [Warsaw, Ministerstwo Gospodarki, 2006. 9 p. Translation of the United Nations Convention on Electronic Contracting (2005). 波兰文。]
- Rahbari, E. and A. Rezaee. The role of electronic agents in concluding the contract. *Law quarterly* (Tehran) 41:4:159-178, 2013. 波斯文, 标题为原文英译。
- Sarenac, N. Закључивање уговора електронским путем. *Yearbook of the faculty of law in East Sarajevo* (Sarajevo) 2:2:149-162, 2011. 标题英译: Electronic contract formation. 塞尔维亚文。
- Shah, H. and A. Srivastava. Authentication and recognition issues in cross-border single window. *Journal of world trade* (Alphen aan den Rijn, The Netherlands) 47:6:1225-1258, 2013.
- Šimbelytė, S. and G. Nemeikšis. The usage problems of electronic document as evidence in the civil process in Lithuania. Proceedings of the Conference of Turiba University, XIV International Scientific Conference, Creating the Future: Communication, Education, Business, Riga, 30 May 2013, p. 40-50.
- Sorieul, R. and others. Establishing a legal framework for electronic commerce: the work of the United Nations Commission on International Trade Law (UNCITRAL). *International lawyer* (Chicago, Ill.) 35:1:107-122, 2001.
- Srivastava, A. and M. Koekemoer. The legal recognition of electronic signatures in South Africa: a critical overview. *African journal of international and comparative law* (Edinburgh, U.K.) 21:3:427-446, 2013.
- Stemler, A. and A.H. Raymond. Promoting investment in agricultural production: increasing legal tools for small to medium farmers. *Ohio State entrepreneurial business law journal* (Columbus, Ohio) 8:2:281-325, 2013.
- Sun, Z. On electronic contract and legal requirement of its written form. 《重庆邮电大学学报（社会科学版）》(中国) 20:3:42-47, 2008. 标题为英译。中文。
- The second international conference on comparative law and global common law: Asian law in the 21st century & inaugural meeting of the Asia Academy of Comparative Law, conference papers, College of Comparative Law, China University of Political Science and Law, September 27-28, 2013, [Beijing, China].

- Beijing, China University of Political Science and Law, 2013. 426 p. Selected contents: International law on e-commerce: legal issues and impact on developing countries / R. Mohamad, p. 362-372 -- A comparative analysis of the United Nations Convention on the Use of Electronic Communications in International Contracts: the Australian experience / A. Davidson, p. 399-426.
- Thomaeus, B. Elektroniska avtal i internationell handel. In Elektronisk signering: en antologi. Stockholm, Norstedts Juridik, 2013. p. 25-34. 标题英译: Electronic contracts in international trade.
- Uchida, T. 電子商取引と法 UNCITRAL「電子商取引法モデル法」および通産省「電子商取引環境整備研究会中間報告」を中心として. *NBL* (Tokyo) Pt. 1 in 600:38-45, 1996; Pt. 2 in 601:16-23, 1996; Pt. 3 in 602:32-39, 1996; Pt. 4 in 603:28-45, 1996. 标题英译: Electronic commerce and law: regarding UNCITRAL Model Law on Electronic Commerce (1996) and the Ministry of International Trade and Industry 'Report on Environmental Improvement in the Field of Electronic Transactions.' 日文。
- \_\_\_\_\_. 電子認証・電子署名をめぐる法制度整備のあり方. *NBL* (Tokyo) Pt. 1 in 675:6-11, 1999; Pt. 2 in 676:29-32, 1999. 标题英译: Improvement of legal systems related to electronic certification and electronic signature. 日文。

UNCTAD. Review of e-commerce legislation harmonization in the Association of Southeast Asian Nations. New York, UN, 2013. 58 p.

全球化背景下的国际贸易规则一体化: 中国与世界 = Unification of international trade rules in the age of globalization: China and the world [conference papers], October 19-20, 2013, [Beijing, China]. Beijing, Tsinghua University, 2013. 178 p. Selected contents: The Need for CISG countries to adopt the Electronic Communications Convention / S. Eisele.

## 七. 担保权益（包括应收款融资）

Akseli, N.O. The interpretation philosophy of secured transaction law conventions. *European review of private law = Revue européenne de droit privé = Europäische Zeitschrift für Privatrecht* (Alphen aan den Rijn, The Netherlands) 21:5&6:1299-1318, 2013.

Akseli, N.O., ed. Availability of credit and secured transactions in a time of crisis. Cambridge, U.K., Cambridge University Press, 2013. 311 p. Contents: Money, bank debt and business cycles: between economic development and financial crises / D. Bholat, p. 11-32 -- Secured transactions law reform, UNCITRAL and the export of foreign legal models / G. McCormack, p. 33-60 -- Commentary on the availability of credit / J. Gray, p. 61-63 -- International organizations as global lawmakers: seven shifts in practice for secured transactions law and beyond / T.C. Halliday, p. 67-89 -- The creation of international commercial law standards by

international financial institutions: why they do it and whether they should / S.V. Bazinas, p. 91-99 -- The power of secured transactions law and the challenge of its reform / F. Dahan, p. 101-122 -- Commentary on the involvement of international financial institutions in secured transactions law reform / L. Mistelis, p. 123-129 -- The utility and efficacy of the UNCITRAL Legislative Guide on Secured Transactions / S.V. Bazinas, p. 133-184 -- The utility and efficacy of the UN Convention on the Assignment of Receivables and the facilitation of credit / N.O. Akseli, p. 185-215 -- Commentary on the availability of credit and the utility and efficacy of UNCITRAL's legislative efforts in secured transactions / H.D. Gabriel, p. 217-223 -- How may international standards assist law reform in England? / A.H. Raymond, p. 227-262 -- Commentary on the international standards and the reform of English personal property securities law / N. McGarth, p. 263-273 -- The UNCITRAL Legislative Guide on Secured Transactions as a model for law reform: some conclusions / H. Beale, p. 275-292.

Bazinas, S.V. The draft pledge provisions of the Russian Civil Code and the Russian law on pledge compared with the UNCITRAL Legislative Guide on Secured Transactions. In Global legal issues 2012. Seoul, Korea Legislation Research Institute, 2012. v. 1, p. 567-598.

\_\_\_\_\_. Towards global harmonization of conflict-of-laws rules in the area of secured financing: the conflict-of-laws recommendations of the UNCITRAL Legislative Guide on Secured Transactions. In A commitment to private international law: essays in honour of Hans van Loon = Un engagement au service du droit international privé: mélanges en l'honneur de Hans van Loon. Cambridge, U.K., Intersentia, 2013. p. 1-15.

Chung, C. 지식재산담보권의 실행과 우선순위에 관한 개선안. *지식재산연구* = *The journal of intellectual property* (Seoul) 8:4:69-92, 2013. 标题英译：Proposals to improve the enforcement and priority of a security right in intellectual property.

Cowan, R. and D. Gallagher. The International Registry for Aircraft Equipment: the first seven years, what we have learned. *Uniform commercial code law journal* (St. Paul, Minn.) 45:3:225-257, 2014.

Dubovec, M. and C. Kambili. Using the UNCITRAL Legislative Guide as a tool for a secured transactions reform in Sub-Saharan Africa: the case of Malawi. *Arizona journal of international and comparative law* (Tucson, Ariz.) 30:2:163-185, 2013.

Dubovec, M. and B. Osei-Tutu. Reforming secured transactions laws in Africa: the first African collateral registry in Ghana. *Uniform commercial code law journal* (New York) 45:1:77-122, 2013.

Gout, O. Quel droit commun pour les sûretés réelles? *Revue trimestrielle de droit civil* (Paris) 2:255-274, 2013.

- Kieninger, E.-M. Collateralisation of contracts. *European review of contract law* (Berlin) 9:4:430-454, 2013.
- Kubassek, T. Securing performance in project finance: is the pledge of receivables enough for creditors as a main security interest to secure their claims? Budapest, Central European University, 2013. 60 p. Short Thesis (LL.M.) - Central European University, 2013.
- Kurowski, W. Materiały: przelew wierzytelności w handlu międzynarodowym. *Kwartalnik prawa prywatnego* (Kraków, Poland) 13:4:1133-1193, 2004. 标题英译: Materials: transfer of debt in international trade.
- Kwon, Y.J. KLRI-UNCITRAL joint research: perspectives and trends [V], UNCITRAL 담보등기제도 실행에 관한 지침 연구. Seoul, Korea Legislation Research Institute, 2013. 132 p. 标题英译: Study on the UNCITRAL Guide on the Implementation of a Security Rights Registry (2013) ("UNCITRAL Security Rights Registry Guide (2013)").
- Morán Bovio, D. Excepciones oponibles y derechos de compensación en Carit. In Estudios de derecho mercantil: liber amicorum Profesor Dr. Francisco Vicent Chuliá. F. Alonso Espinosa and others (eds.). Valencia, Spain, Tirant Lo Blanch, 2013, p. 1207-1220.
- \_\_\_\_\_. Exclusiones y límites en Carit (Convention on Assignment of Receivables in International Trade). In Estudios de derecho mercantil: libro homenaje al Prof. Dr. Dr.h.c. José Antonio Gómez Segade. A. M. Tobío Rivas y A. Fernández-Albor Baltar (eds.). Madrid, Marcial Pons, 2013, p. 997-1008.
- \_\_\_\_\_. Pago liberatorio del deudor en CARIT: un estudio sobre su Art. 17. In Estudios de derecho del comercio internacional: homenaje a Juan Manuel Gómez Porrua. G. J. Jiménez Sánchez, A. Díaz-Moreno (eds.). Madrid, Marcial Pons, 2013, p. 515-525.
- Okino, M. 私法統一の現状と課題(2)担保取引. *New business law* (Tokyo) 999:58-66, 2013. 标题英译: Current state of the unification of private law: vol.2 secured transactions.
- Pestana de Vasconcelos, L.M. A monetarização dos créditos de empréstimos bancários. *Revista de derecho bancario y bursátil* (Valladolid, Spain) 131:61-94, 2013. 标题英译: The monetization of bank loan claims.
- \_\_\_\_\_. A monetarização dos créditos de empréstimos bancários. *Revista da banca* (Lisboa) 73:33-75, 2012. 标题英译: The monetization of bank loan credits.
- Raymond, A.H. Cross-border secured transactions: ongoing issue and possible solutions. *Elon law review* (Greensboro, N.C.) 2:1:87-107, 2011.
- Special issue: IP valuation and IP finance. *지식재산연구 = The journal of intellectual property* (Seoul) 8:3:1-186, 2013. Special journal issue. Selected contents:

지식재산권 담보설정계약 당사자의 권리와 의무 / 박훤일 (标题英译: IP security agreement, and rights and obligations of relevant parties / Whon-Il Park), p. 1-32 -- 지식재산 담보의 범위와 공시제도 / 손승우, 김태원 (标题英译: The scope and public notice of security rights in intellectual property / Seungwoo Son, Taewon Kim), p. 33-54 -- 지식재산 담보권의 우선권과 담보권의 실행에 관한 연구 -UNCITRAL 담보거래 입법론을 중심으로- / 박재원 (标题英译: A study on priority and enforcement of a security right in intellectual property / Jaewon Park), p. 65-98. 韩文。

Stemler, A. and A.H. Raymond. Promoting investment in agricultural production: increasing legal tools for small to medium farmers. *Ohio State entrepreneurial business law journal* (Columbus, Ohio) 8:2:281-325, 2013.

Vermeille, S. and A. Bézert. L'analyse économique du droit au secours du droit des sûretés et du droit des procédures collectives. *Recueil Dalloz* (Paris) 5:289-290, 2014.

Vymazal, L. Český rejstřík zástav ve světle registru zajišťovacích práv UNCITRALu: (zpráva z 22. zasedání Komise OSN pro mezinárodní obchodní právo). *Právník* (Praha) 152:5:532-533, 2013. 标题英译: Czech registry of pledges in view of the UNCITRAL Security Rights Registry Guide (2013).

## 八. 采购

Bernstein, A.J. Price realism analysis in fixed-price contracting: improving the evaluation process. *Public contract law journal* (Washington, D.C.) 42:793-825, 2013.

Corvaglia, M.A. and L. Marschner. The complementarity of soft and hard law in public procurement: between harmonization and resilience. Biennial conference of the American Society of International Law International Economic Law Interest Group, November 29 - December 1, 2012, George Washington University School of Law.

Gargrave, R. and E. Niewiadomska. Supporting reforms: the EBRD-UNCITRAL public procurement initiative = Поддержка реформ: Инициатива ЕБРР-ЮНСИТРАЛ в сфере госзакупок. *Law in transition online* (London) 36-47, October 2013.

Linarelli, J. The WTO Agreement on Government Procurement and the UNCITRAL Model Procurement Law: a view from outside the region. *Asian journal of WTO and international health law and policy* (Taipei) 1:61-84, 2006.

Nicholas, C. A reform tool: the 2011 UNCITRAL Model Law on Public Procurement and its Guide to Enactment = Инструмент реформ: Типовой закон

- ЮНСИТРАЛ о государственных закупках 2011 года и Руководство по его принятию. *Law in transition online* (London) 23-33, October 2013.
- Quinot, G. and S. Arrowsmith. Public procurement regulation in Africa. Cambridge, Cambridge University Press, 2013. 429 p.
- Son, S.W. KLRI-UNCITRAL joint research: perspectives and trends [IV], UNCITRAL 정부조달 모델법 분석을 통한 국내 조달법령의 개선 방안 연구. Seoul, Korea Legislation Research Institute, 2013. 82 p. 标题英译: Study on reform of the Korean legal system through analysis of the UNCITRAL Model Law on Public Procurement (2011) ("UNCITRAL Procurement Model Law (2011)").
- \_\_\_\_\_. UNCITRAL 정부조달 모델법의 개정과 우리의 과제. In Global legal issues 2012. Seoul, Korea Legislation Research Institute, 2012. v. 2, p. 39-56. 标题英译: Recent work on the revision of the UNCITRAL Procurement Model Law (2011).
- Udeh, K.T. A critical appraisal of Kenya's supplier review system in the light of international standards. *Public procurement law review* (London) 22:5:183-203, 2013.
- Williams-Elegbe, S. The reform and regulation of public procurement in Nigeria. *Public contract law journal* (Washington, D.C.) 41:2:339-366, 2012.
- \_\_\_\_\_. The World Bank's influence on procurement reform in Africa. *African journal of international and comparative law = Revue africaine de droit international et comparé* (Edinburgh) 21:1:95-119, 2013.

## 九. 破产

- Böger, O. Close-out netting provisions in private international law and international insolvency law (part I and II). *Uniform law review = Revue de droit uniforme* (Roma) 18:2:232-261, 2013; 18:3-4:532-563, 2013.
- Buckel, E. Curbing comity: the increasingly expansive public policy exception of Chapter 15. *Georgetown journal of international law* (Washington, D.C.) 44:3:1281-1311, 2013.
- 'Centre of main interests' and the directors' responsibilities in the twilight zone: update on the current and future work of UNCITRAL Working Group V (insolvency law). *INSOL world* (London) 4th quarter 2013, p. 32-33.
- Chung, J.J. In re Qimonda AG: the conflict between comity and the public policy exception in Chapter 15 of the Bankruptcy Code. *Boston University international law journal* (Boston, Mass.) 32:91-121, 2014.

- Cooper, N. Tenth Joint INSOL International, UNCITRAL and World Bank Multinational Colloquium on Insolvency. *INSOL world* (London) third quarter 2013, p. 33.
- Giorgini, G.C. Le centre des intérêts principaux du débiteur insolvable en droit comparé. *Revue internationale de droit comparé* (Paris) 64:4:867-902, 2012.
- Gong, X. To recognise or not to recognise?: comparative study of Lehman Brothers cases in Mainland China and Taiwan. *International corporate rescue* (Hertfordshire, U.K.) 10:4:240-247, 2013.
- Good, M.D. Chapter 15 of the United States Bankruptcy Code: a very brief overview for non-US practitioners. *International corporate rescue* (Hertfordshire, U.K.) 10:4:248-254, 2013.
- INSOL Europe. Revision of the European Insolvency Regulation. Clifton, U.K., INSOL Europe, 2012. 194 p.
- Khizunova, A.N. Протоколы банкротства как особый ‘инструмент’ регулирования процедуры трансграничного банкротства (Часть 1, 2). *Moscow journal of international law* (Москва) 1:89:109-128, 2013; 2:90:103-123, 2013. 标题英译：Cross-border insolvency protocols as special instrument of cross-border insolvency proceedings (part 1 and 2).
- Majumdar, A.B. The UNCITRAL Model Law on Cross-Border Insolvency. *India law journal* 2:1, 2009.
- Masoud, B.S. The Kenyan Insolvency Bill 2010: a cross-border insolvency analysis. *Open University law journal* (Dar Es Salaam) 4:1:195-207, 2013.
- \_\_\_\_\_. Towards adoption of the United Nations Commission on International Trade Law Model Law on Cross-Border Insolvency in Kenya. *International insolvency review* (London) 22:3:211-222, 2013.
- McCarthy, L. American isolationism: a commentary on COMI under the Model Law as it is applied in the United States. *International corporate rescue* (Hertfordshire, U.K.) 10:6:372-377, 2013.
- McCarthy, L. and A. Welch. The UNCITRAL Model Law narrative in Australia: a review of the cases. *International corporate rescue* (Hertfordshire, U.K.) 10:5:302-309, 2013.
- Méjan, L.M.C. Constitutional challenges of the Mexican Insolvency Law (Ley de Concursos Mercantiles). *Law and business review of the Americas* (Dallas, Tex.) 19:35-53, 2013.
- Mevorach, I. On the road to universalism: a comparative and empirical study of the UNCITRAL Model Law on Cross-Border Insolvency. *European business organization law review* (The Hague) 12:517-557, 2011.

- Omar, P.J. Après Rubin: le déluge?: thoughts on the future of common law insolvency cooperation. *International corporate rescue* (Hertfordshire, U.K.) 10:6:356-364, 2013.
- \_\_\_\_\_. The landscape of international insolvency law. *International insolvency review* (Chichester, U.K.) 11:173-200, 2002.
- \_\_\_\_\_. The limits of co-operation at common law: Rubin v Eurofinance in the Supreme Court. *International corporate rescue* (Hertfordshire, U.K.) 10:2:106-116, 2013.
- \_\_\_\_\_. The revenue rule and cooperation under the Model Law: an Australian perspective. *International corporate rescue* (Hertfordshire, U.K.) 11:1:17-24, 2014.
- Paul, L., ed. Global insolvency & restructuring review 2013/14. Colchester, Essex, U.K., Euromoney Trading Ltd, 2013. 248 p. Selected contents: Facilitating cross-border cooperation and coordination in insolvency: the work of the United Nations Commission on International Trade Law / J. Clift, p.17-20.
- Sakkas, Y. Transnational insolvency proceedings in Greece: Law 3858/2010 adopting the UNCITRAL Model Law. *INSOL world* (London) 20-21, second quarter 2013.
- Springer, T.S. Paved with good intentions: creditors face a new roadblock to recovery in Mexican bankruptcies. *Law and business review of the Americas* (Dallas, Tex.) 18:83-93, 2012.
- Tett, R. and E. Norman. Directors' duties in a distressed scenario: where are we now? *International corporate rescue* (Hertfordshire, U.K.) 11:1:4-7, 2014.
- Trionfetti, K. The use of foreign avoiding powers under Section 1521(A)(7) in Chapter 15 cases. *American Bankruptcy Institute law review* (Alexandria, Va.) 21:279-300, 2013.
- United Nations. UNCITRAL legislative guide on insolvency law, part four: directors' obligations in the period approaching insolvency. New York, United Nations, 2013. iii, 32 p.
- \_\_\_\_\_. UNCITRAL model law on cross-border insolvency with guide to enactment and interpretation. New York, United Nations, 2014. vi, 122 p.
- Wouters, N. and A. Raykin. Corporate group cross-border insolvencies between the United States and European Union: legal and economic developments. *Emory bankruptcy developments journal* (Atlanta, Ga.) 29:387-423, 2013.

## 十. 国际建造合同

[本标题下未记录任何出版物。]

## 十一. 国际对销贸易

- Lambrecht, R.J. The big payback: how corruption taints offset agreements in international defense trade. *Air force law review* (Washington D.C.) 70:73-118, 2013.
- Milenković-Kerković, T. Drafting an international buy-back agreement. *Facta universitatis - economics and organization* (Niš, Serbia) 2:2:165-180, 2004.

## 十二. 私人融资基础设施项目

- Donaldson, M. and B. Kingsbury. Ersatz normativity or public law in global governance: the card case of international prescriptions for national infrastructure regulation. *Chicago journal of international law* (Chicago, Ill.) 14:1-51, 2013.

## 十三. 网上争议解决

- Al Swelmiyeen, I. and others. Online arbitration in the social network world: mobile justice on iPhones. *Information & communications technology law* (Abingdon, U.K.) 22:2:146-164, 2013.
- Albornoz, M.M. and N. González Martín. Feasibility analysis of online dispute resolution in developing countries. *Inter-American law review* (Coral Gables, Fla.) 44:1:39-61, 2012.
- Betancourt, J.C. and E. Zlatanska. Online dispute resolution (ODR): what is it, and is it the way forward? *Arbitration* (London) 79:3:256-264, 2013.
- Bozkurt Yüksel, A.E. Online international arbitration. *Ankara law review* (Ankara) 4:1:83-93, 2007.
- Brand, R.A. Transaction planning using rules on jurisdiction and the recognition and enforcement of judgments. *Recueil des cours: Académie de Droit International = Collected courses of the Hague Academy of International Law* (Leiden, The Netherlands) 358:9-262, 2011.
- Cortés, P. and F. Esteban de la Rosa. Building a global redress system for low-value cross-border disputes. *International and comparative law quarterly* (London) 62:2:407-440, 2013.
- Dennis, M.J. UNCITRAL ODR: legal framework for global e-commerce dispute resolution. *HUFS law review* (Seoul) 36:4:25-38, 2012.
- Gregory, J.D. Current practices of online dispute resolution: the Canadian experience. *HUFS law review* (Seoul) 36:4:3-13, 2012.

- Johnson, P. Enforcing online arbitration agreements for cross-border consumer small claims in China and the United States. *Hastings international and comparative law review* (San Francisco, Calif.) 36:577-602, 2013.
- Lee, B.J. KLRI-UNCITRAL joint research: perspectives and trends [II], UNCITRAL W/G III에서의 소비자중재의 규율과 구체적인 조문에 대한 분석. Seoul, Korea Legislation Research Institute, 2013. 131 p. 标题英译: Analysis to the specific languages of generic procedural rules and the regulation for consumer arbitration, conducted by Working Group III of UNCITRAL.
- Madrid Parra, A. Directiva 2013/11 (ADR) y Reglamento 524/2013 (ODR): una apuesta europea por la solución alternativa de litigios y en pro del comercio electrónico transfronterizo. *Spain arbitration review* (Madrid) 18:37-62, 2013.
- Oh, S.G. ODR 과 중재절차 - UNCITRAL에서의 논의를 중심으로. In Global legal issues 2012. Seoul, Korea Legislation Research Institute, 2012. v. 2, p. 57-70. 标题英译: UNCITRAL discussions on ODR and arbitration procedure.
- Philippe, M. Where is everyone going with online dispute resolution (ODR). *Revue de droit des affaires internationales = International business law journal* (Paris) 2:167-201, 2002.
- Souissi, H. Online dispute resolution in international electronic operations. *Cyberjustice laboratory working paper* (Montréal) 5, 2013.
- Vilalta Nicuesa, A.E. Contratación transnacional y acceso a la justicia: mecanismos de resolución electrónica de disputas. *Revista crítica de derecho inmobiliario* (Madrid) 732:2065-2147, 2012.
- \_\_\_\_\_. Mediación y arbitraje electrónicos. Cizur Menor, Spain, Thomson Reuters Aranzadi, 2013. 471 p.