



General Assembly

Distr.: General
13 April 2006

Original: English

United Nations Commission on International Trade Law

Thirty-ninth session
New York, 19 June-7 July 2006

Bibliography of recent writings related to the work of UNCITRAL*

Note by the Secretariat

Contents

	<i>Page</i>
I. General	2
II. International sale of goods	3
III. International commercial arbitration and conciliation	10
IV. International transport	18
V. International payments	19
VI. Electronic commerce	19
VII. Independent guarantees and stand-by letters of credit	21
VIII. Procurement	22
IX. Insolvency	22
X. Receivables financing	23
XI. International construction contracts	24
XII. International countertrade	24
XIII. Privately financed infrastructure projects	24
XIV. Security interests	24
Annex. UNCITRAL legal texts	25

* Case-law on United Nations Commission on International Trade Law (UNCITRAL) texts (CLOUT) and bibliographical references thereto are contained in the document series A/CN.9/SER.C/-.



I. General

- Barres Benlloch, P. Nota informativa sobre la 37ª sesión del plenario de la Comisión de las Naciones Unidas para el Derecho Mercantil Internacional. *Revista de derecho bancario y bursátil* (Valladolid) 24:97:214-224, 2005.
- Béguin, J. and M. Menjucq, eds. *Droit du commerce international*. Paris, Lexis Nexis—Litec, 2005. xxii, 1119 p.
- Спецвыпуск международная научно-практическая конференция на тему: “право межFдународной торговли”. *Вестник высшего хозяйственного суда Республики Беларусь* (Минск) 24:2005. Available online at: <http://www.court.by/about/conference/2005-10-13/>
- Espugues Mota, C. and D. Hargain, eds. *Derecho del comercio internacional. MERCOSUR—Unión Europea. Montevideo—Buenos Aires—Madrid, Editorial B de F—Editorial REUS, 2005. xxiv, 774 p.*
- Folsom, R. H., M. W. Gordon, and J. Spanogle. *International business transactions*. 7 ed. St. Paul (Minnesota), Thomson West, 2004. xvii, 346 p.
- Goode, R. Rule, practice and pragmatism in transnational commercial law. *International and comparative law quarterly* (London) 54:3:539-562, 2005.
- Lannan, K. UNCITRAL: colloquium on international commercial fraud and ongoing work. / Colloque de la CNUDCI sur la fraude commerciale internationale et travaux en cours. *Uniform law review / Revue de droit uniforme* (Rome) 10:4:838-857, 2005.
In English and French.
- La necesaria uniformidad interpretativa y <<http://www.uc3m.es/cisg>>. *Derecho de los negocios* (Madrid) 16:182:1-5, 2005.
- Masahatu, O. UNCITRAL-SIAC kyōsai kokusai shōji chūsai ni kansuru moderuhō 20 shunen oyobi kokusai dōsanbutsuhin baibai ni kansuru kokurenjōyaku 25 shunen kinen kokusai kaigi. *JCA Journal* (Tokyo) 52:12:48-51, December 2005.
In Japanese.
Title in English: Joint UNCITRAL-SIAC international conference celebrating 20 years of the Model Law on International Commercial Arbitration and 25 years of the Convention on Contracts for the International Sales of Goods.
- Sarkar, R. *Transnational business law*. The Hague, Kluwer law international, 2003. xlviii, 419 p.
- Smit, H. The universalization of private law. *In De tous horizons. Mélanges Xavier Blanc-Jouvan*. Paris, Société de législation comparée, 2005. p. 335-353.

II. International sale of goods

- Aschauer, C. La prescription des sentences arbitrales. *ASA bulletin* (The Hague) 23:4:593-609, 2005.
- Azeredo da Silveira, M. Anticipatory breach under the United Nations Convention on Contracts for the International Sale of Goods. *Nordic journal of commercial law* (Turku) 2:2005. Available online at: http://www.njcl.fi/2_2005/article1.pdf
- Baasch Andersen, C. The uniform international sales law and the global jurisconsultorium. *The journal of law and commerce* (Pittsburgh, Pennsylvania) 24:2:159-179, 2005.
- Бахин, С. Принцип добросовестности в международных контрактных отношениях. In *Russland im Kontext der internationalen Entwicklung: internationales Privatrecht, Kulturgüterschutz, geistiges Eigentum, Rechtsvereinheitlichung / Russia in the international context: private international law, cultural heritage, intellectual property, harmonization of laws / Россия в контексте международного развития: международное частное право, защита культурных ценностей, интеллектуальная собственность, унификация права*. Festschrift für Mark Moisevic Boguslavskij. A. Trunk, R. Knieper, A.G. Svetlanov, eds., Berlin, Berliner Wissenschafts-Verlag, 2004. p. 725-737. With summary in English.
- Bevilacqua, T. L'article 3 de la Convention de Vienne et les contrats complexes dans le domaine de l'informatique: une lecture de la jurisprudence pertinente. *McGill law journal* (Montreal, Quebec) 50:553-593, 2005.
- Campanale, S. Diritto del commercio internazionale e normativa comunitaria. Milano, Giuffrè editore, 2005. 127 p.
In Italian. Title in English: International trade law and European Community rules.
See, in particular, chapter 5 on the CISG.
- CISG Advisory Council. CISG Advisory Council opinion no. 3, Parol evidence rule, plain meaning rule, contractual merger clause and the CISG, 23 October 2004. *Internationales Handelsrecht* (Munich) 5:2:81-86, 2005.
- CISG Advisory Council. CISG Advisory Council opinion no. 4, Contracts for the sale of goods to be manufactured or produced and mixed contracts (article 3 CISG) 24 October 2004. *Internationales Handelsrecht* (Munich) 5:3:124-132, 2005.
- CISG Advisory Council. CISG Advisory Council opinion no. 5, The buyer's right to avoid the contract in case of nonconforming goods or documents. *Internationales Handelsrecht* (Munich) 6:1:35-48, 2006.
With case overview in annex.
Also appeared in *Nordic journal of commercial law* (Turku) 2:2005. Available online at: http://www.njcl.fi/2_2005/commentary2.pdf

- Cohen, K. S. Achieving a uniform law governing international sales: conforming the damage provisions of the United Nations Convention on Contracts for the International Sale of Goods and the uniform commercial code. *University of Pennsylvania journal of international economic law* (Philadelphia, Pennsylvania) 26:3:601-622, 2005.
- Comité consultatif de la CVIM. Avis n° 1 et n° 2 du Comité consultatif de la Convention de Vienne sur les contrats de vente internationale de marchandises. *Journal du droit international* (Paris) 133:1:428-439, 2006.
For bibliographic reference to English version please see: A/CN.9/581.
- Eiselen, S. Unresolved damages issues of the CISG: a comparative analysis. *Comparative and international law journal of Southern Africa* (Pretoria) 38:1:32-46, 2005.
- Ferrari, F. The CISG's uniform interpretation by courts—an update. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:233-252, 2005.
- _____. La Convention de Vienne sur la vente internationale et le droit international privé. *Journal du droit international* (Paris) 133:1:27-61, 2006.
- _____. Fundamental breach of contract under the UN sales convention—25 years article 25 CISG. *Revue de droit des affaires internationales / International business law journal* (Paris) 3:389-400, 2005.
- _____. The formal validity of contracts for international sale of goods governed by the CISG—an overview of the case law. *Revue de droit des affaires internationales / International business law journal* (Paris) 1:85-90, 2004.
- _____, ed. Quo vadis CISG? Celebrating the 25th anniversary of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Bruxelles—Munich—Paris, Bruylant—Sellier European law publishers—FEC, 2005. 323 p.
- _____. What sources of law for contracts for the international sale of goods? *Internationales Handelsrecht* (Munich) 6:1:1-20, 2006.
- Fountoulakis, C. Zurückbehaltungsrecht bei nicht ausgestellter Quittung im UN-Kaufrecht. *Internationales Handelsrecht* (Munich) 5:6:244-249, 2005.
In German.
Title in English: The right to retain the goods in case of non-issuance of receipt under the CISG.
- Freiburg, N. Die Rügeobliegenheit des Käufers bei grenzüberschreitendem Warenverkehr. *Internationales Handelsrecht* (Munich) 5:2:56-64, 2005.
In German.
Title in English: On the requirements of the notice of non-conformity in international sales transactions.
- Gabriel, H. D. Contracts for the sale of goods: a comparison of domestic and international law. Dobbs Ferry (New York), Oceana publications, 2004. v, 375 p.
- _____. The CISG: raising the fear of nothing. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:219-221, 2005.

- Grosshans, A. Reflections on the scope of the 1980 U.N. Convention on Contracts for the International Sale of Goods. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:223-231, 2005.
- Henschel, R. F. The conformity of goods in international sales. Copenhagen, Forlaget Thomson, 2005. 328 p.
- Huber, A. and L. Nicolas-Vullierme. L'accord des volontés dans le contrat de vente international : CVIM, codes civils français et allemand et code de commerce des Etats-Unis. *Revue de droit des affaires internationales / International business law journal* (Paris) 6:816-825, 2005.
- Huber, P. The availability of termination as a remedy for defective delivery. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:303-311, 2005.
- Hulmák, M. Kontraktační proces podle Vídeňské úmluvy o mezinárodní koupi zboží ve srovnáním s úpravou České republiky. *Právník* (Prague) 144:11:1219-1236, 2005.
In Czech, with a summary in English.
Title in English: Contract formation under civil and commercial codes of the Czech Republic and the Vienna Convention on International Sale of Goods.
- Jacobs, M. S. and Y. Huang. An arbitrator's powers and duties under art. 114 of Chinese Contract Law in awarding damages in China in respect of a dispute under a contract governed by CISG. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 20:5:39-43, 2005.
- _____ and _____. A rebuttal of Dr. Bruno Zeller's commentary "The CISG and the opting out clause pursuant to article 6—a corrective reply". *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 20:10:28-30, 2005.
- Janssen, A. Nach welchem Recht richtet sich die Einbeziehung von Allgemeinen Geschäftsbedingungen in den Niederlanden? *Internationales Handelsrecht* (Munich) 5:4:155-158, 2005.
In German.
Title in English: Which law determines the valid incorporation of general business terms in the Netherlands?
- Koch, R. Whether the UNIDROIT Principles of International Commercial Contracts may be used to interpret or supplement Article 25 CISG. *Internationales Handelsrecht* (Munich) 5:2:65-70, 2005.
- Korpinen, A. On legal uncertainty regarding timely notification of avoidance of the sales contract. *Nordic journal of commercial law* (Turku) 1: 2005. Available online at: http://www.njcl.fi/1_2005/article1.pdf
- Kröll, S. Die internationale Zuständigkeit deutscher Gerichte für einstweiligen Rechtsschutz bei ausländischem Schiedsort. *Internationales Handelsrecht* (Munich) 5:4:142-147, 2005.
In German.
Title in English: The international jurisdiction of the German courts for interlocutory proceedings in case of foreign arbitration clauses.

- Kunda, I. and J. Mutabžija. Odgovornost prodavatelja za pravo ili potraživanje trećih osoba s osnove intelektualnog vlasništva prema Bečkoj konvenciji o međunarodnoj prodaji robe.
- Zbornik pravnog fakulteta sveučilišta u Rijeci* (Rijeka, Croatia) 26:2:733-794, 2005.
In Croatian, with abstracts in English, German and Italian.
Title in English: Seller's liability for third party's right or claim based on intellectual property pursuant to the Vienna Convention on International Sale of Goods.
- Leyens, P. C. The interpretative challenge of mistake and the validity loophole. *In Review of the Convention on Contracts for the International Sale of Goods (CISG), 2003-2004*. Munich, Sellier European law publishers, 2005. p. 3-51.
- Liu, C. Effects of avoidance: perspectives from the CISG, UNIDROIT principles and PECL and case law. *Nordic journal of commercial law* (Turku) 1:2005. Available online at: http://www.njcl.fi/1_2005/article2.pdf
- Lookofsky, J. CISG case commentary on pre-emption in Geneva Pharmaceuticals and Stawski. *In Review of the Convention on Contracts for the International Sale of Goods (CISG), 2003-2004*. Munich, Sellier European law publishers, 2005. p. 115-122.
- López Rodríguez, A. M. The duty to pay interest on advance payments under art. 84 (1) CISG. *Nordic journal of commercial law* (Turku) 2:2005. Available online at: http://www.njcl.fi/2_2005/commentary1.pdf
- _____. The effects of avoidance on obligations: the modes of restitution under the 1980 U.N. Convention on the International Sale of Goods. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:291-302, 2005.
- Lurger, B. Überblick über die Judikaturentwicklung zu ausgewählten Fragen des CISG. *Internationales Handelsrecht* (Munich) 5:5:177-188, 2005 (Part I); 5:6:221-232, 2005 (Part II).
In German.
Title in English: Overview of judicial decisions on selected issues relating to the CISG.
- Martínez Cañellas, A. La interpretación y la integración de la Convención de Viena sobre la compraventa internacional de mercaderías, de 11 de abril de 1980. Granada, Editorial Comares, 2004. xxii, 419 p.
- Mazzotta, F. G. CISG Article 78: the endless disagreement among the commentators, much less among the courts. *In Review of the Convention on Contracts for the International Sale of Goods (CISG) 2003-2004*. Munich, Sellier European law publishers, 2005. p. 123-161.
- McMahon, J. P. Address: Pace University School of Law conference on the United Nations Convention on Contracts for the International Sale of Goods (CISG): primary differences between the UCC and the CISG. *In Review of the Convention on Contracts for the International Sale of Goods (CISG) 2003-2004*. Munich, Sellier European law publishers, 2005. p. 91-103.

- Meyer, F. Die Anwendung des UN-Kaufrechts in der US-amerikanischen Gerichtspraxis. *IPRax: Praxis des internationalen Privat- und Verfahrensrechts* (Bielefeld) 25:5:462-467, 2005.
In German.
Title in English: The application of the United Nations Sales Convention in the US judicial practice.
- Meyer, J. UN-Kaufrecht in der deutschen Anwaltspraxis. *Rabels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen) 69:3:457-486, 2005.
In German.
Title in English: The CISG in the practice of German lawyers.
- Mittmann, A. Einheitliches UN-Kaufrecht und europäische Verbrauchsgüterkauf-Richtlinie. Frankfurt am Main, Peter Lang, 2004. xvi, 195 p.
In German.
Title in English: Uniform United Nations sales law and the European directive on sales of goods to consumers.
- Mohs, F. The restitution of goods on avoidance of the contract for lack of conformity within the scope of art. 82(2)(c) CISG: on the different treatment of defects in quality, third-party intellectual property rights, and defects in title as elements of the remedies for the buyer. *In Review of the Convention on Contracts for the International Sale of Goods (CISG) 2003-2004*. Munich, Sellier European law publishers, 2005. p. 53-73.
- Müller, T. M. and F. Togo. Die Berücksichtigung der Überzeugungskraft ausländischer Präzedenzfälle bei der Auslegung des CISG—Die neuere italienische Rechtsprechung als Vorreiter und Vorbild. *Internationales Handelsrecht* (Munich) 5:3:102-107, 2005.
In German.
Title in English: The consideration of foreign persuasive authorities in the interpretation of the CISG. The new Italian case law as precursor and example.
- Muranov, A. I. History of the official publication of the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) in the Russian Federation in the context of application of international treaties in Russia. *Digest of the Moscow journal of international law* (Moscow) 166-203, 2000-2001.
Available online at: <http://www.mjil.ru/files/journal.pdf> and at: <http://www.muranov.ru/research/pdf-picture/History.pdf>
- Niibori, S. INCOTERMS 2000 to sono shuhen. *JCA journal* (Tokyo) 52:3:54-58, March 2005 (part I); 52:4:29-35, April 2005 (part II); 52:5:40-44, May 2005 (part III); 52:6:41-45, June 2005 (part IV); 52:7:28-32, July 2005 (part V); 52:8:42-47, August 2005 (part VI); 52:9:38-41, September 2005 (part VII).
In Japanese.
Title in English: INCOTERMS 2000 and related topics.

- Perović, J. S. Bitna povreda ugovora: međunarodna prodaja robe. Belgrade, Javno preduzeće službeni list SCG, 2004. 402 p.
In Serbian.
Title in English: Fundamental breach of contract: international sale of goods.
- Ramberg, J. Address: Pace University School of Law conference on the United Nations Convention on Contracts for the International Sale of Goods (CISG): CISG-Advisory Council opinion no.1—electronic communications under the CISG. *In Review of the Convention on Contracts for the International Sale of Goods (CISG) 2003-2004*. Munich, Sellier European law publishers, 2005. p. 105-112.
- Remy-Corlay, P. Force majeure, imprévision et faute : la répartition des risques dans la Convention de Vienne. *Revue trimestrielle de droit civil* (Paris) 2:354-357, 2005.
- Robin, G. Le principe de la bonne foi dans les contrats internationaux. *Revue de droit des affaires internationales / International business law journal* (Paris) 6:695-727, 2005.
In English and French.
- Romero Jiménez, M. La compraventa internacional de mercaderías. *Revista mexicana de derecho internacional privado y comparado* (México D.F) 17:25-46, 2005.
- Розенберг, М. Некоторые вопросы применения Венской конвенции о договорах международной купли-продажи товаров в практике Международного коммерческого арбитражного суда при ТПП РФ. *In Russland im Kontext der internationalen Entwicklung: internationales Privatrecht, Kulturgüterschutz, geistiges Eigentum, Rechtsvereinheitlichung / Russia in the international context: private international law, cultural heritage, intellectual property, harmonization of laws / Россия в контексте международного развития: международное частное право, защита культурных ценностей, интеллектуальная собственность, унификация права*. Festschrift für Mark Moiseevic Boguslavskij. A. Trunk, R. Knieper, A.G. Svetlanov, eds., Berlin, Berliner Wissenschafts-Verlag, 2004. p. 739-748. With summary in English.
- Saenger, I. and E. Sauthoff. Die Aufrechnung im Anwendungsbereich des CISG. *Internationales Handelsrecht* (Munich) 5:5:189-195, 2005.
In German.
Title in English: Offset in the scope of application of the CISG.
- Sauthoff, E. Auslegung der Art. 75, 76 CISG nach Treu und Glauben? *Internationales Handelsrecht* (Munich) 5:4:151-154, 2005.
In German.
Title in English: Interpretation of arts. 75, 76 CISG according to the principles of utmost good faith?

- Schlechtriem, P. Keynote address: Pace University School of Law conference on the United Nations Convention on Contracts for the International Sale of Goods (CISG): Of words and issues—finding a common language for common issues. *In Review of the Convention on Contracts for the International Sale of Goods (CISG) 2003-2004*. Munich, Sellier European law publishers, 2005. p. 79-90.
- _____. and P. Perales Viscasillas. Interpretación en clave nacional de la Convención de Viena de 1980 sobre compraventa internacional de mercancías: STPI de Tudela (España) de 29 marzo 2005. *Derecho de los negocios* (Madrid) 16:180:23-33, 2005.
- Schroeter, U. G. UN-Kaufrecht (CISG) und Verbrauchsgüterkauf-Richtlinie—zugleich. GPR—*Zeitschrift für Gemeinschaftsprivatrecht* (Frankfurt a.M.—München) 2:4:173-176, 2005.
In German.
Title in English: CISG and EU directive on consumer protection together.
- Schumacher, F. Kaufoptionsvertrag und Verwendungsrisiko im UN-Kaufrecht. *Internationales Handelsrecht* (Munich) 5:4:147-151, 2005.
In German.
Title in English: Optional sales contract and utility risk under the CISG.
- Sein, K. and I. Kull. Die Bedeutung des UN-Kaufrechts im estnischen Recht. *Internationales Handelsrecht* (Munich) 5:4:138-142, 2005.
In German.
Title in English: On the relevance of the CISG in Estonian law.
- Seliazniova, T. Prospective non-performance or anticipatory breach of contract (comparison of the Belarusian approach to CISG application and foreign legal experience). *The journal of law and commerce* (Pittsburgh, Pennsylvania) 24:1:111-140, 2004.
- Sokolovski, I. Závaznost oferty—vhodný(é) model(y). *Právník* (Prague) 144:9:1040-1060, 2005.
In Czech.
Title in English: Binding force of the offer—appropriate model(s).
- Torsello, M. Remedies for breach of contract under the 1980 U.N. Convention on Contracts for the International Sale of Goods. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:253-290, 2005.
- Treitel, G. Frustration and force majeure. London, Thomson—Sweet and Maxwell, 2005. lxxxii, 673 p.
See, in particular, paras. 6-048 and 15-043, 15-044.
- Walker, G. C. Trade usages and the CISG: defending the appropriateness of incorporating custom into international commercial contracts. *The journal of law and commerce* (Pittsburgh, Pennsylvania) 24:2:263-280, 2005.
- Weiszberg, G. Les premières années de jurisprudence sur la « contravention non essentielle » dans la Convention de Vienne du 11 avril 1980 sur la vente internationale de marchandises. *Revue de droit des affaires internationales / International business law journal* (Paris) 1:106-116, 2006.

- Witz, C. Droit uniforme de la vente internationale de marchandises : panorama 2004. *Recueil Dalloz* (Paris) 181:33:2281-2292, 2005.
- _____. Les vingt-cinq ans de la Convention des Nations Unies sur les contrats de vente internationale de marchandises. Bilans et perspectives. *Journal du droit international* (Paris) 133:1:5-25, 2006.
- Wu, D. CIETAC's practice on the CISG. *Nordic journal of commercial law* (Turku) 2:2005. Available online at: http://www.njcl.fi/2_2005/article2.pdf
- Wurmnest, W. UN-Kaufrecht und Gerichtsstand des Erfüllungsorts bei Nichterfüllung einer Alleinvertriebsvereinbarung durch den Lieferanten—zugleich eine Anmerkung zu Corte di Cassazione, Beschl. v. 1.7.2004. *Internationales Handelsrecht* (Munich) 5:3:107-114, 2005.
In German.
Title in English: CISG and jurisdiction of the place of performance in cases of breach of an exclusive distribution agreement by the supplier— together with a comment on Corte di Cassazione, 1 July 2004.
- Yovel, J. The seller's right to cure a failure to perform: an analytic comparison of the respective provisions of the CISG and the PECL. *Nordic journal of commercial law* (Turku) 1: 2005.
Available online at: http://www.njcl.fi/1_2005/commentary1.pdf
- Zeller, B. Damages under the Convention on Contracts for the International Sale of Goods. Dobbs Ferry (New York), Oceana publications, 2005. xiii, 247 p.
- _____. The CISG and the opting out clause pursuant to article 6—a corrective reply. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 20:8:51-56, 2005.
- Zhang, M. Choice of law in contracts: a Chinese approach. *Northwestern journal of international law & business* (Chicago, IL) 26:289-333, 2006.
- Zimmermann, R. Comparative foundations of a European law of set-off and prescription. Cambridge, Cambridge university press, 2002. xi, 182 p.
- _____. Restitutio in integrum: the unwinding of failed contracts under the Principles of European Contract Law, the UNIDROIT Principles and the Avant-projet d'un Code Européen des Contrats. *Uniform law review / Revue de droit uniforme* (Rome) 10:4:719-735, 2005.

III. International commercial arbitration and conciliation

- Abramson, H. I. Mining mediation rules for representation opportunities and obstacles. *American review of international arbitration* (New York, New York) 15:1:103-109, 2004.
- Andenas, M. and G. Sanders, *gen. eds.* Enforcing contracts in transition economies. London, British institute of international and comparative law, 2005. xvi, 205 p.
- Arfazadeh, H. Ordre public et arbitrage international à l'épreuve de la mondialisation. Bruxelles, Bruylant, 2005. xx, 352 p.

- Aschauer, C. La prescription des sentences arbitrales. *ASA bulletin* (The Hague) 23:4:593-609, 2005.
- Baykitch, A. and J. Truong. Innovations in international commercial arbitration—interim measures a way forward or back to the future. *The arbitrator & mediator* (Melbourne) 24:2:95-103, 2005.
- Beraudo, J. P. Case law on articles 5, 8 and 16 of the UNCITRAL Model Arbitration Law. *Journal of international arbitration* (London) 23:1:101-114, 2006.
- _____. Recognition and enforcement of interim measures of protection ordered by arbitral tribunals. A comparison with the Republic of Congo pre-arbitral referee case. *Journal of international arbitration* (London) 22:3:245-254, 2005.
- Bergsten, E. E. Some musings about the adoption of the UNCITRAL Arbitration Rules. *Vindobona journal of international commercial law and arbitration* (Vienna) 9:2:213-217, 2005.
- Binder, P. International commercial arbitration and conciliation in UNCITRAL model law jurisdictions. 2 ed. London, Sweet & Maxwell, 2005. xlvii, 550 p.
- Castellani, L. UNCITRAL developments on arbitration agreements in electronic form. *The arbitrator & mediator* (Melbourne) 24:1:19-24, 2005.
- Cato, D. M. The English Arbitration Act 1996: a comparison of UNCITRAL model law and the rules of law of the UAE. *DIAC journal* (Dubai) 1:4:17-37, 2005.
In Arabic and English.
- Chovancová, K. Rozhodcovské pravidlá medzinárodnej obchodnej komory v bankovej praxis. *Právnik* (Prague) 144:8:893-924, 2005.
In Czech.
Title in English: The ICC arbitration rules in banking practice.
- Cohen, J. Practical issues to consider in relation to enforcing and resisting enforcement of international arbitration awards. *Asian dispute review* (Hong Kong) 22-27, January 2006.
- Conejero Roos, C. The new Chilean arbitration law and the influence of the model law. *Journal of international arbitration* (The Hague) 22:2:149-162, 2005.
- Cordero Moss, G. Can an arbitral tribunal disregard the choice of law made by the parties? *Stockholm international arbitration review* (Stockholm) 1:1-21, 2005.
- Danelius, H. The New York Convention: the practice of Swedish courts. *Stockholm arbitration report* (Huntington, New York) 2:35-46, 2004.
- Dražoal, C. The making of the award: comments on case law developments under the UNCITRAL Model Law. *International arbitration law review* (London) 8:5:183-190, 2005.
- Eksi, N. General evaluation of the Turkish international arbitration act. *International arbitration law review* (London) 8:3:87-94, 2005.
- El Motei, A. Local court intervention in international arbitration. *DIAC journal* (Dubai) 1:4, 64-72, 2005.
In Arabic and English.

- Engert, A. Der international-privatrechtliche und sachrechtliche Anwendungsbereich des Rechts der Europäischen Aktiengesellschaft. *Zeitschrift für vergleichende Rechtswissenschaft* (Heidelberg) 104:444-460, 2005.
In German.
Title in English: Scope of application of the law of the Societas Europaea in international private and property law.
- Entwurf eines neuen Schiedsverfahrensrechts. Mit Erläuterungen von Paul Oberhammer. Veröffentlichungen des Ludwig-Boltzmann-Institutes für Rechtsvorsorge und Urkundenwesen Band XXVII. Wien, Manz, 2002. VIII, 160 p.
- Ezrahi, A.M. Arbitration in the Arab Middle-East: a snapshot. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 20:11:33-42, 2005.
- Fremuth-Wolf, A. Die Schiedsvereinbarung im Zessionsfall. Wien, Verlag Österreich, 2004. 324 p.
In German.
Title in English: The arbitration agreement in the assignment.
- Ganguli, A. K. International commercial arbitration and enforcement of foreign awards in India. In *India and international law*. Patel B.N., ed. Leiden, Martinus Nijhoff publishers, 2005. p. 319-343.
- Giambastiani, C. A. Lex loci arbitri and annulment of foreign arbitral awards in U.S. courts. *American university international law review* (Washington, DC) 20:1101-1112, 2005.
- González de Cossío, F. Chauvinism rejected: Mexican Supreme Court upholds the constitutionality of the Mexican arbitration statute. *Journal of international arbitration* (The Hague) 22:2:163-166, 2005.
- Грешников, И. Международный и внутренний арбитраж понятие и компетенция. *Журнал ЮРИСТ* (Алматы) 4:46, 2005. Available on line at: http://www.zakon.kz/magazine/archive/2005_04_10.asp
- Grigera Naón, H. A. Arbitration and Latin America: progress and setbacks. 2004 Freshfields lecture. *Arbitration international* (The Hague) 21:2:127-176, 2005.
See, in particular, pp. 168-172, on the relation between the New York Convention, 1958, and regional treaties on arbitration.
- Gu, W. Security of costs in international commercial arbitration. *Journal of international arbitration* (London) 22:3:167-205, 2005.
- Hamilton, C. A. and E. M. Vázquez. Interim measures and the new Spanish arbitration act. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 20:6:22-28, 2005.
- Horey, M. Translation of the recent Japanese law on arbitration. *World arbitration and mediation report* (Huntington, New York) 16:11:340-353, 2005.
Contains footnoted cross-reference to the UNCITRAL Model Law on International Commercial Arbitration, 1985.

- Horn, N. The arbitration agreement in light of case law of the UNCITRAL model law (arts. 7 and 8). *International arbitration law review* (London) 8:5:146-152, 2005.
- Howell, D. Interim measures of protection in international arbitration proceedings: towards a new paradigm? *Asian dispute review* (Hong Kong) 18-21, January 2006.
- Japanese arbitration law. *Model law materials* (Culoz, France) 5:1:11-13, 2005.
Contains in annex the text of the Japanese arbitration law, 2003, in English and in Japanese, and a table of concordance of the provisions of UNCITRAL Model Arbitration Law and the Japanese arbitration law, 2003.
- Jiménez Figueres, D. and A. Armer Rios. Notes on the new Chilean law on international arbitration. *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 20:7:21-33, 2005.
- Jørgensen, J. C. and D. Terkildsen. The new Danish arbitration act. *International arbitration law review* (London) 8:6:203-210, 2005.
- Kachwaha, A. The arbitration law of India: a critical analysis. *Asian international arbitration journal* (Singapore) 1:2:107-126, 2005.
- Kadjo, P. The African Union and international commercial arbitration. *World arbitration and mediation report* (Huntington, New York) 16:6:185-196, 2005.
- Kakolecki, A. and P. Nowaczyk. Poland's new arbitration legislation. *ICC international court of arbitration bulletin* (Paris) 16:2:41-46, 2005..
- Katz, L. V. Arbitration as a bridge to global markets in transitional economies: the Republic of Cuba. *Willamette journal of international law & dispute resolution* (Salem, Oregon) 13:109-148, 2005.
- Kee, C. Set-off in international arbitration—what can the Asian region learn? *Asian international arbitration journal* (Singapore) 1:2:141-160, 2005.
- Khvalei, V. and J. Benedictsson. Recognition and enforcement of foreign arbitral awards in the Russian Federation. *Stockholm international arbitration review* (Stockholm) 1:23-48, 2005.
- Kleinheisterkamp, J. International commercial arbitration in Latin America. Dobbs Ferry (New York), Oceana publications inc., 2005. xxx, 691 p.
- Knieper, R. The not-so-silky road to commercial arbitration in post-Soviet countries. Global reflections on international law, commerce and dispute resolution. In Aksen G., Böckstiegel K.-H., Mustill M. J., Patocchi P. M., Whitesell A. M. eds. *Liber amicorum in honour of Robert Briner*. Paris, ICC Publishing, 2005. p. 463-475

- Комаров, А. Применение материально-правовых норм при разрешении споров международным коммерческим арбитражем. *In Russland im Kontext der internationalen Entwicklung: internationales Privatrecht, Kulturgüterschutz, geistiges Eigentum, Rechtsvereinheitlichung / Russia in the international context: private international law, cultural heritage, intellectual property, harmonization of laws / Россия в контексте международного развития: международное частное право, защита культурных ценностей, интеллектуальная собственность, унификация права.* Festschrift für Mark Moiseevic Boguslavskij. A. Trunk, R. Knieper, A.G. Svetlanov, eds., Berlin, Berliner Wissenschafts-Verlag, 2004. p. 313-324. With summary in English.
- Корабельников, Б. и А. Маковский. Арбитрабельность споров: российский подход. *In Russland im Kontext der internationalen Entwicklung: internationales Privatrecht, Kulturgüterschutz, geistiges Eigentum, Rechtsvereinheitlichung / Russia in the international context: private international law, cultural heritage, intellectual property, harmonization of laws / Россия в контексте международного развития: международное частное право, защита культурных ценностей, интеллектуальная собственность, унификация права.* Festschrift für Mark Moiseevic Boguslavskij. A. Trunk, R. Knieper, A.G. Svetlanov, eds., Berlin, Berliner Wissenschafts-Verlag, 2004. p. 271-301. With summary in English.
- Kotiranta, K. and T. Ylikantola. Kansainvälisen välimiesmenettelyn salassapitovelvollisuudesta. *Defensor legis* (Helsinki) 86:2:303-330, 2004.
In Finnish.
Title in English: On the duty of confidentiality in international arbitration.
- Koussoulis, S. Greek arbitration law—introduction. *Model law materials* (Culoz, France) 5:1:85-86, 2005.
Contains in annex the text of the Greek arbitration law, 1999, in English and in Greek.
- Kröll, S. Setting aside proceedings in model law jurisdictions—selected procedural and substantive questions from the case law. *International arbitration law review* (London) 8:5:170-178, 2005.
- Kurkela, M. S. Due process in international commercial arbitration. Dobbs Ferry (New York), Oceana publications inc., 2005. xx, 485 p.
See, in particular, pp. 7-34, on due process in the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958.
- Liebscher, C. Interpretation of the written form requirement art. 7(2) UNCITRAL Model Law. *International arbitration law review* (London) 8:5:164-169, 2005.
- Lynch, K. The forces of economic globalization. Challenges to the regime of international commercial arbitration. The Hague, Kluwer law international, 2003. xii, 466 p.
- Malaysia adopts new arbitration law based on UNCITRAL *Mealey's international arbitration report* (King of Prussia, Pennsylvania) 21:1:19, 2006.
- Maniruzzaman, A.F.M. The Bangladesh Arbitration Act 2001—some reflections. *Asian dispute review* (Hong Kong) 73-75, October 2005.

- Merkin, R. *Arbitration law*. London—Singapore, LLP, 2004. cxii, 1080.
See, in particular, paras. 1.8-1.22, on the UNCITRAL Model Law on International Commercial Arbitration and English law.
- Meurs-Gerken, P. R. Distinctive features of the new Danish arbitration act. *ICC international court of arbitration bulletin* (Paris) 16:2:47-49, 2005.
- Mistelis, L. A. Confidentiality and third party participation. *Arbitration international* (The Hague) 21:2:211-231, 2005.
- Müller, C. *International arbitration. A guide to the complete Swiss case law (unreported and reported)*. Zürich—Basel—Genève, Schulthess juristische medien AG, 2004. xxx, 332 p.
See, in particular, pp. 221-276, on the application of the New York Convention, 1958.
- Najjar, N. *L'arbitrage dans les pays arabes face aux exigences du commerce international*. Paris, L.G.D.J., 2004. xviii, 618 p.
- Nakamura, T. Appointment of arbitrators according to the UNCITRAL Model Law on International Commercial Arbitration. *International arbitration law review* (London) 8:5:179-182, 2005.
- _____. Case-studies for arbitration law: arbitration agreements in writing. *JCA Journal* (Tokyo) I in 52:3:31-33, March 2004; II in 52:4:13-15, April 2004; III in 52:5:28-31, May 2004.
In Japanese.
- Neuhaus, J. E. Current issues in the enforcement of international arbitration awards. *The university of Miami Inter-American law review* (Miami, Florida) 36:1:23-39, 2004.
- Oghigian, H. Japan's new arbitration law. *Asian dispute review* (Hong Kong) 56-57, July 2005.
- _____. Japan's new arbitration law. *Arbitration* (London) 71:4:344-346, 2005.
- Onyema, E. Selection of arbitrators in international commercial arbitration. *International arbitration law review* (London) 8:2:45-54, 2005.
- Oyarzabal, M.J.A. Jurisdiction over international electronic contracts: a view on inter-American, MERCOSUR, and Argentine rules. *Temple international and comparative law journal* (Philadelphia, Pennsylvania) 19:87-104, 2005.
- Perales Viscasillas, P. Case law on the recognition and enforcement of arbitral awards under the UNCITRAL Model Law on International Commercial Arbitration. *International arbitration law review* (London) 8:5:191-201, 2005.
- Pozzi, V. Arbitrato e tutela cautelare: profili comparatistici. *Rivista dell'arbitrato* (Milano) 1:17-44, 2005.
In Italian.
Title in English: Arbitration and interim measures of protection: comparative outline.
- Rau, A. S. The culture of American arbitration and the lessons of ADR. *Texas international law journal* (Austin, Texas) 40:449-536, 2005.

- Reed, L. Mixed private and public international law solutions to international crises. *In* *Recueil des cours; Académie de droit international de La Haye*. Leiden, Martinus Nijhoff, 2005. p. 177-410. (v. 306).
See, in particular, pp. 266-285, on the use of the UNCITRAL Arbitration Rules by the Iran-United States Claims Tribunal.
- Roughton, D. A brief review of the Japanese arbitration law. *Asian international arbitration journal* (Singapore) 1:2:127-140, 2005.
- Rico, R. M. Searching for standards: suspension of enforcement proceedings under article VI of the New York Convention. *Asian international arbitration journal* (Singapore) 1:1:69-82, 2005.
- Rubins, N. The enforcement and annulment of international arbitration awards in Indonesia. *American university international law review* (Washington, DC) 20:359-402, 2005.
- Saleh, S. *Commercial arbitration in the Arab Middle East*. 2 ed. Oxford—Portland (Oregon), Hart Publishing, 2006. xxx, 478 p.
- Sanders, P. UNCITRAL's Model Law on International Commercial Arbitration: present situation and future. *Arbitration international* (The Hague) 21:4:443-482, 2005.
- Sharaf El Din, A. Arbitration period and courts power to order suspension of arbitration procedures (comment on procedural order issued by president of Cairo appeal court). *DIAC journal* (Dubai) 1:4, 49-63, 2005.
In Arabic and English.
- Shepherd, C. and A. Chiu. A challenge to the appointment of an arbitrator under the UNCITRAL Rules. *Asian dispute review* (Hong Kong) 78-80, October 2005.
- _____. and E. Gooding. Hong Kong case report: applying article 8(1) of the UNCITRAL Model Law—New Sound Industries Ltd. v. Meliga Ltd. *Asian international arbitration journal* (Singapore) 1:1:95-101, 2005.
- Simović, A. Prikaz arbitražnih pravila stalne arbitraže pri privrednoj komori slovenije. *Strani pravni život* (Beograd) 34:1:153-169, 2005.
In Serbian.
Title in English: Review of the rules of the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia.
- Sorieul, R. UNCITRAL's current work in the field of international commercial arbitration. *Journal of international arbitration* (London) 22:6:543-568, 2005.
- Spiegelberger, W. R. Russian court practice enforcing foreign arbitral awards: an overview. *Journal of international arbitration* (London) 22:4:351-356, 2005.
- Stacher, M. You don't want to go there—antisuit injunctions in international commercial arbitration. *ASA bulletin* (The Hague) 23:4:640-654, 2005.
- Сулейменов, М. Новое законодательство об арбитраже (научно-практический комментарий). *Журнал ЮРИСТ* (Алматы) 1:43, 2005. Available on line at: http://www.zakon.kz/magazine/archive/2005_01_2.asp

- Tepeš, N. The more favorable right provision of art. VII of the New York Convention and its application to the form of arbitration agreements. *Croatian arbitration yearbook* (Zagreb) 12:125-153, 2005.
- Thomas, J. C. Interim measures in international arbitration: finding the best answer. *Croatian arbitration yearbook* (Zagreb) 12:213-222, 2005.
- To, A. Incorporating an arbitration agreement. *Asian dispute review* (Hong Kong) 38-42, July 2005.
- UNCITRAL achieves consensus on interim measures in arbitration. *World arbitration and mediation report* (Huntington, New York) 16:3:83, 2005.
- Uzelac, A. Jurisdiction of the arbitral tribunal: current jurisprudence and problem areas under the UNCITRAL Model Law. *International arbitration law review* (London) 8:5:153-163, 2005.
- _____. Written form of the arbitration agreement: towards a revision of the UNCITRAL Model Law. *Croatian arbitration yearbook* (Zagreb) 12:111-123, 2005.
- Van de Hout, T. T. Le règlement d'arbitrage de la CNUDCI. In *Les conférences du CEDROMA. Vol. I. Les traités d'entraide judiciaire, d'extradition et d'arbitrage entre le Liban et les pays arabes*. Bruxelles, Bruylant, 2004. p. 233-239.
- Von Hase, A. M. Arbitration and E-commerce related disputes: legal barriers and challenges. In *Internet international law. International and European studies and comments*. G. Chatillon, ed., Bruxelles, Bruylant, 2005. p. 579-599.
- Wang, S. C. and S. E. Hilmer. China arbitration law v. UNCITRAL Model Law. *International arbitration law review* (London) 9:1:1-7, 2006.
- Winstanley, A. UNCITRAL heralds the age of ex parte measures. *Model law materials* (Culoz, France) 5:1:5-7, 2005.
- Wong, J. The issuance of interim measures in international disputes: a proposal requiring a reasonable possibility of success on the underlying merits. *Georgia journal of international and comparative law* (Athens, Georgia) 33:605-621, 2005.
- Zhao, Y. *Dispute resolution in electronic commerce*. Leiden, Martinus Nijhoff publishers, 2005. xiii, 292 p.
- Зыкин, И. Альтернативное разрешение споров и коммерческий арбитраж. In *Russland im Kontext der internationalen Entwicklung: internationales Privatrecht, Kulturgüterschutz, geistiges Eigentum, Rechtsvereinheitlichung / Russia in the international context: private international law, cultural heritage, intellectual property, harmonization of laws / Россия в контексте международного развития: международное частное право, защита культурных ценностей, интеллектуальная собственность, унификация права*. Festschrift für Mark Moiseevic Boguslavskij. A. Trunk, R. Knieper, A. G. Svetlanov, eds., Berlin, Berliner Wissenschafts-Verlag, 2004. p. 303-311.

IV. International transport

- Alcántara, J. M. Propuesta de anteproyecto de Ley General de la navegación marítima. Algunas reflexiones desde la plaza y una valoración. *Derecho de los negocios* (Madrid) 16:178-179:5-15, 2005.
- Asariotis, R. Some recent developments at UNCITRAL and UNCTAD. *Journal of international maritime law* (Witney, U.K.) 11:1:69-71, 2005.
- Crowley, M. E. The limited scope of the cargo liability regime covering carriage of goods by sea: the multimodal problem. *Tulane law review* (New Orleans, Louisiana) 79:5-6:1461-1504, 2005.
- Derrington, S. The Hague Rules—a lost opportunity. *The law quarterly review* (London) 121:209-213, 2005.
- Girvin, S. Bills of lading and straight bills of lading: principles and practice. *Journal of business law* (London) 86-116, January 2006.
- González Lapeyre, E. Transport maritime et régime portuaire. In *Recueil des cours; Académie de droit international de La Haye*. (V. 308.) Leiden, Martinus Nijhoff, 2005. p. 253-378.
V. en particulier le chapitre II, sur la responsabilité dans le contrat de transport maritime.
- Haak, K. F. The harmonization of intermodal liability arrangements. *European transport law / Droit européen des transports* (Antwerp) 40:1:11-51, 2005.
- Haak, K. and M. Hoeks. Intermodal transport under unimodal arrangements. Conflicting conventions: the UNCITRAL/CMI draft instrument and the CMR on the subject of intermodal contracts. *Transportrecht* (Neuwied, Germany) 28:3:89-102, 2005.
- Honka, H. UNCITRALs konventionsutkast om transport av gods. Tillämpningsregler. *Tidskrift utgiven av juridiska föreningen i Finland* (Helsingfors) 4-5:530-540, 2005.
In Swedish.
Title in English: UNCITRAL draft convention on the transport of goods. Scope of application.
- Marrella, F. Unity and diversity in international arbitration: the case of maritime arbitration. *American university international law review* (Washington, DC) 20:1055-1100, 2005.
- Murungi, J.E.N. and L. J. Kotzé. Environmental liability under the Terminal Operators Convention: a South African perspective. *Comparative and international law journal of Southern Africa* (Pretoria) 38:1:47-74, 2005.
- Nikaki, T. The UNCITRAL draft instrument on the carriage of goods [wholly or partly] [by sea]: multimodal at last or still at sea? *Journal of business law* (London) 647-658, September 2005.
- Pejovic, C. The straight bill of lading: do we really need it? *European transport law / Droit européen des transports* (Antwerp) 40:3:303-319, 2005.

Sturley, M. F. Overruling Sky Reefer in the international arena: a preliminary assessment of forum selection and arbitration clauses in the new UNCITRAL transport law convention. *Journal of maritime law and commerce* (Baltimore, Maryland) 37:1:1-21, 2006.

_____. Solving the scope-of-application puzzle: contracts, trades, and documents in the UNCITRAL transport law project. *Journal of international maritime law* (Witney, U.K.) 11:1:22-41, 2005.

Sweeney, J. C. Exculpatory clauses in global transport: crossing the Himalayas. *Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd.*, 125 S.Ct. 385, 2004 AMC 2705 (2004). *Journal of maritime law and commerce* (Baltimore, Maryland) 36:2:155-199, 2005.

V. International payments

Rodner, J. O. El dinero: obligaciones de dinero y de valor, la inflación y la deuda en moneda extranjera. 2 ed. Caracas: Academia de ciencias políticas y sociales, Centro de investigaciones jurídicas, 2005, 1172 p.

VI. Electronic commerce

Бахин, С. В. и А. В. Зажигалкин. Электронная коммерция: правовые проблемы конвенционного регулирования. *Журнал международного частного права* (Санкт-Петербург) 38:4:1-19, 2002.

Bakhin, S. V. and A. V. Zazhigalkin. Electronic commerce: legal problems of conventional regulation. *Journal of private international law* (Saint Petersburg) 38:4:19-33, 2002.
English translation of Russian original.

Benabou, V. L. Should there be a minimum harmonization of the law? *In Internet international law. International and European studies and comments.* G. Chatillon, ed., Bruxelles, Bruylant, 2005. p. 167-178.

Blythe, S. E. Hong Kong electronic signature law and certification authority regulations: promoting E-commerce in the world's "most wired" city. *North Carolina journal of law & technology* (Chapel Hill, North Carolina) 7:1:1-65, 2005.

Brin, J. P. The protective roles of the law as regards technology. *In Internet international law. International and European studies and comments.* G. Chatillon, ed., Bruxelles, Bruylant, 2005. p. 467-481.

Caprioli, E. A. International aspects of electronic commerce. *In Internet international law. International and European studies and comments.* G. Chatillon, ed., Bruxelles, Bruylant, 2005. p. 179-189.

Castellani, L. UNCITRAL developments on arbitration agreements in electronic form. *The arbitrator & mediator* (Melbourne) 24:1:19-24, 2005.

- D'Avila Dutra, R. *and* H. Dias Carneiro. Electronic contracts and signatures in Brazil. *In* Comparative law yearbook of international business; volume 27, 2005. The Hague, Kluwer Law International, 2005. p. 3-21.
- Draetta, U. Internet e commercio elettronico nel diritto internazionale dei privati. 2 ed. Milano, Giuffrè editore, 2005. 251 p.
In Italian.
Title in English: Internet and electronic trade in international private trade.
See, in particular, pp. 90-98 on the UNCITRAL Model Law on Electronic Commerce and pp. 116-117 on the UNCITRAL Model Law on Electronic Signatures.
- _____. Internet et commerce électronique en droit international des affaires. *In* Recueil des cours; Académie de droit international de La Haye. Leiden, Martinus Nijhoff, 2005. p. 9-232. (v. 314)
- Eko, L. *and* N. Tolstikova. To sign or not to sign on the electronic dotted line: the United States, the Russian Federation, and international electronic signature policy. *International journal of communications law and policy* (Münster, Germany—New Haven, Connecticut, USA) 10:5,2005. Available online at: http://www.ijclp.org/10_2005/pdf/ijclp_05_10_2005.pdf
- Estrella Faria, J. A. Convention des Nations Unies sur l'utilisation de communications électroniques dans les contrats internationaux. *Journal du droit international* (Paris) 133:1:393-403, 2006.
- Gregory, J. D. Canadian and American legislation on electronic signatures with reflections on the European Union directive. *In* Internet international law. International and European studies and comments. G. Chatillon, *ed.*, Bruxelles, Bruylant, 2005. p. 399-413.
- Intven, H., R. Pfohl, C. Slusarchuk *and* B. Sookman. Legal and regulatory aspects of E-commerce and the Internet. *The World Bank legal review: law and justice for development* (Washington, DC) 1:3-159, 2003.
- New draft convention for electronically created agreements. *World arbitration and mediation report* (Huntington, New York) 16:11:335, 2005.
- Mas, F. La conclusion des contrats du commerce électronique. Paris, LGDJ, 2005. xii, 442 p.
- Martin, C. H. The UNCITRAL electronic contracts convention: will it be used or avoided? *Pace international law review* (White Plains, New York) 17:261-300, 2005.
- Natsui, T. Electronic contracts and signatures in Japan. *In* Comparative law yearbook of international business; volume 27, 2005. The Hague, Kluwer Law International, 2005. p. 23-66.

- Niibori, S. Gurōbaru shōtorihiki-hō kakuron kokusaī keiyaku ni okeru denshi tsūshin no shiyō ni kan suru kokuren jōyaka. *JCA journal* (Tokyo) 53:3:46-51, March 2006 (part I).
In Japanese.
Title in English: Essays on global commercial contracts: the United Nations Convention on the Use of Electronic Communications in International Contracts.
- Oyarzabal, M.J.A. Jurisdiction over international electronic contracts: a view on inter-American, MERCOSUR, and Argentine rules. *Temple international and comparative law journal* (Philadelphia, Pennsylvania) 19:87-104, 2005.
- Paterson J., A. Robertson and P. Heffey. Contract cases and materials. 10 ed. Sydney, Lawbook co., 2005. lix, 1214 p.
See, in particular, para. 3.240, on the UNCITRAL Model Law on Electronic Commerce.
- Perales Viscasillas, M. Convención de UNCITRAL sobre la utilización de las comunicaciones electrónicas en los contratos internacionales (proyecto de 2005) e ICC eTerms 2004. *elDial.com. Suplemento de derecho internacional privado y de la integración*. 25 noviembre 2005. Online journal.
- Proyecto de convención sobre la utilización de las comunicaciones electrónicas en los contratos internacionales. *Derecho de los negocios* (Madrid) 16:177:33-38, 2005.
- Railas, L. Sähköiset sopimukset kansainvälisessä kaupassa—UNCITRALin uusi yleissopimus. *Defensor legis* (Helsinki) 86:6:1268-1291, 2005.
In Finnish.
Title in English: E-contracts in international trade.
- Sorieul, R. The UNCITRAL's Model Law on Electronic Signatures. *In Internet international law. International and European studies and comments*. G. Chatillon, ed., Bruxelles, Bruylant, 2005. p. 389-397.
- Von Hase, A. M. Arbitration and E-commerce related disputes: legal barriers and challenges. *In Internet international law. International and European studies and comments*. G. Chatillon, ed., Bruxelles, Bruylant, 2005. p. 579-599.
- Зажигалкин, А. В. Международно-правовое регулирование электронной коммерции. Санкт-Петербург, ТЕХМАШ, 2005. 28 с. Автореферат.
- Zhao, Y. Dispute resolution in electronic commerce. Leiden, Martinus Nijhoff publishers, 2005. xiii, 292 p.

VII. Independent guarantees and stand-by letters of credit

- Barnes, J. G. Paper on scope of draft UNCITRAL legislative guide on secured transactions with respect to letters of credit. *In The 2005 annual survey of letter of credit law & practice*. Byrne J.E. and C.S. Byrnes, eds. Montgomery Village (MD) Institute of international banking law & practice, 2005. p. 186-189.
- Bertrams, R. F. Bank guarantees in international trade. 3 rev. ed. The Hague, Kluwer law international, 2004. xxviii, 562 p.

VIII. Procurement

- Mosoti, V. Reforming the laws on public procurement in the developing world: the example of Kenya. *International and comparative law quarterly* (London) 54:3:621-649, 2005.
- Nwogwugwu, E. Towards the harmonization of international procurement policies and practices. *Public procurement law review* (London) 14:3:131-152, 2005.
- Trepte, P. Regulating procurement: understanding the ends and means of public procurement regulation. New York (New York) Oxford university press, 2004. xiv, 411 p.
- Yukins, C. R. and D. Wallace, Jr. UNCITRAL considers electronic reverse auctions, as comparative public procurement comes of age in the United States. *Public procurement law review* (London) 14:4:183-202, 2005.

IX. Insolvency

- Abeyratne, S. Third UNCITRAL/INSOL international insolvency colloquium. *INSOL world; the quarterly journal of INSOL International* (London) first quarter 2006, p. 34.
- Baillo Morales-Arce, J. Impulso a los trabajos de la CNUDMI sobre el régimen de la insolvencia. *Revista de derecho bancario y bursátil* (Valladolid) 24:99:272, 2005.
- Biery, E. H., L. B. Jason and J. D. Cornwell. A look at transnational insolvencies and chapter 15 of the bankruptcy abuse prevention and consumer protection act of 2005. *Boston college law review* (Boston, Massachusetts) 47:23-57, 2005.
- El-Boraei, R. Forum of competent jurisdiction: lessons from the European Union insolvency regulation. *The international lawyer* (Chicago, Illinois) 39:4:781-816, 2005.
- Garašić, J. Anerkennung ausländischer Insolvenzverfahren. Frankfurt a.M.: Peter Lang, 2005, 2 vols., 499 p., 633 p.
In German.
Title in English: The recognition of foreign insolvency proceedings.
- Greene, J. Bankruptcy beyond borders: recognizing foreign proceedings in cross-border insolvencies. *Brooklyn journal of international law* (New York, New York) 685-727, 2005.
- Heath, P. Sixth joint UNCITRAL/INSOL colloquium. *INSOL world; the quarterly journal of INSOL International* (London) third quarter 2005. p. 7.
- The implementation of the UNCITRAL Model Law on Cross-Border Insolvency in Great Britain. *Freshfields Bruckhaus Deringer News release*, 4 April 2006.

- Kurth, M. The UNCITRAL Model Law on Cross-Border Insolvency gains momentum with its incorporation in the United States Bankruptcy Code. *INSOL world; the quarterly journal of INSOL International* (London) third quarter 2005. p. 25-26.
- Leonard, B. Reforming Chapter 11: an international perspective. *Eurofenix* (Wallingford, UK) Autumn 2005, 14-15.
- Lyons, H. and J. Tillman. Cross-border insolvency: a patchwork quilt. *Eurofenix* (Wallingford, UK) Autumn 2005, 7.
- Riddler, G. and E. Widdowson. A model law on cross-border insolvency? *INSOL world; the quarterly journal of INSOL International* (London) first quarter 2006, p. 29.
- Rüfner, T. Neues internationales Insolvenzrecht in den USA. *ZIP—Zeitschrift für Wirtschaftsrecht* (Köln) 26:42:1859-1865, 2005.
In German.
Title in English: New international insolvency law in the USA.
- Smith, C. Who takes charge after cross-border failure? *Financial times* (London) 23 February 2006, 11.
- Westbrook, J. L. Chapter 15 at last. *The American bankruptcy law journal* (Lexington, South Carolina) 79:713-729, 2005.

X. Receivables financing

- Bazinas, S. V. and L. Meinhard (Hrsg.) Das UN-Abtretungsübereinkommen. Wien, Springer—Bank Verlag, 2005. 135 p.
- Horn, R. Die UN-Konvention über Forderungsabtretungen als Einheitrecht. *In Norm und Wirkung. Festschrift für Wolfgang Wiegand zum 65. Geburtstag*. E. Bucher, C.-W. Canaris, H. Honsell, T. Koller, eds., Bern—München, Stämpfli Verlag AG—Verlag C.H. Beck, 2005. p. 373-386.
In German.
Title in English: The United Nations Convention on the Assignment of Receivables as uniform law.
- Kieninger, E. M. Nationale, europäische und weltweite Reformen des Mobiliarsicherungsrecht (Teil II). *Zeitschrift für Wirtschafts- und Bankrecht* (Frankfurt) 59:50-52:2353-2359, 2005.
In German.
Title in English: National, European and global reforms of the law of securities on movables (Part II).
- _____. and E. Schütze. Die Forderungsabtretung im Internationalen Privatrecht. *IPRax* (Bielefeld) 25:3:200-208, 2005.
- Wiegand, W. and C. Zellweger-Gutknecht. Assignment. *in UNIDROIT principles: new developments and applications*. Paris, ICC International Court of Arbitration bulletin special supplement, [no. 662] 2005. p. 27-41

XI. International construction contracts

[No publications recorded under this heading.]

XII. International countertrade

[No publications recorded under this heading.]

XIII. Privately financed infrastructure projects

De Cazalet, B. and J. Crothers. Présentation des Dispositions législatives type sur les projets d'infrastructures a financement privé. Additif du Guide législatif de la CNUDCI. / Presentation of the UNCITRAL Model Legislative Provisions on Privately Financed Infrastructure Projects. Addendum to UNCITRAL Legislative Guide. *Revue de droit des affaires internationales / International business law journal* (Paris) 1:33-41, 2004.

Wallace, D., Jr. Creating law in changing societies: the case of law for privately financed infrastructure projects. In Liber amicorum Ibrahim F.I. Shihata. S. Schlemmer-Schulte and Ko-Yung Tung, eds. The Hague, Kluwer law international, 2001. p. 827-838.

_____. Private and capital infrastructure: tragic? Useful and pleasant? Inevitable? In *Privatising development: transnational law, infrastructure and human rights*. M.B. Likosky, ed. Leiden, Martinus Nijhoff Publishers, 2005. p. 131-145.

XIV. Security interests

Bazinas, S.V. The UNCITRAL draft legislative guide on secured transactions. *Uniform law review / Revue de droit uniforme* (Rome) 10:1-2:141-154, 2005.

Bourbon-Seclet, C. Cross-border security interest in movable property: an attempt at rationalizing the international patchwork. Part 2. *Journal of international banking law and regulation* (London) 20:10:501-513, 2005.

Machoka, P. The need for efficient and effective secured transactions regimes in sub-Saharan Africa: the case for Kenya. *Journal of international banking law and regulation* (London) 20:8:395-401, 2005.

Annex

UNCITRAL legal texts

<i>Short title</i>	<i>Full title</i>
Hamburg Rules (1978)	United Nations Convention on the Carriage of Goods by Sea, 1978 (Hamburg) ^a
Limitation Convention (1974/1980)	Convention on the Limitation Period in the International Sale of Goods, 1974 (New York), ^b and Protocol amending the Convention on the Limitation Period in the International Sale of Goods, 1980 (Vienna) ^c
UNCITRAL Arbitral Proceedings Notes (1996)	UNCITRAL Notes on Organizing Arbitral Proceedings (1996) ^d
UNCITRAL Arbitration Rules (1976)	UNCITRAL Arbitration Rules (1976) ^e
UNCITRAL Bills and Notes Convention (1988)	United Nations Convention on International Bills of Exchange and International Promissory Notes (1988) ^f
UNCITRAL Conciliation Rules (1980)	UNCITRAL Conciliation Rules (1980) ^g
UNCITRAL Construction Contracts Guide (1987)	UNCITRAL Legal Guide on Drawing Up International Contracts for the Construction of Industrial Works (1987) ^h
UNCITRAL Credit Transfer Model Law (1992)	UNCITRAL Model Law on International Credit Transfers (1992) ⁱ
UNCITRAL Electronic Funds Guide (1986)	UNCITRAL Legal Guide on Electronic Funds Transfers (1986) ^j
UNCITRAL Infrastructure Projects Guide (2001)	UNCITRAL Legislative Guide on Privately Financed Infrastructure Projects (2001) ^k
UNCITRAL Insolvency Law Guide (2004)	UNCITRAL Legislative Guide on Insolvency Law (2004) ^l
UNCITRAL International Countertrade Guide (1992)	UNCITRAL Legal Guide on International Countertrade Transactions (1992) ^m
UNCITRAL Model Arbitration Law (1985)	UNCITRAL Model Law on International Commercial Arbitration (1985) ⁿ
UNCITRAL Model Conciliation Law (2002)	UNCITRAL Model Law on International Commercial Conciliation (2002) ^o
UNCITRAL Model Insolvency Law (1997)	UNCITRAL Model Law on Cross-Border Insolvency (1997) ^p

<i>Short title</i>	<i>Full title</i>
UNCITRAL Model Law on Electronic Commerce (1996)	UNCITRAL Model Law on Electronic Commerce (1996) ^q
UNCITRAL Model Law on Electronic Signatures (2001)	UNCITRAL Model Law on Electronic Signatures (2001) ^r
UNCITRAL Model Procurement Law (1994)	UNCITRAL Model Law on Procurement Of Goods, Construction and Services (1994) ^s
UNCITRAL Model Provisions on Infrastructure Projects (2003)	UNCITRAL Model Legislative Provisions on Privately Financed Infrastructure Projects (2003) ^t
United Nations Assignment Convention (2001)	United Nations Convention on the Assignment of Receivables in International Trade (2001) ^u
United Nations Convention on Electronic Contracting (2005)	United Nations Convention on the Use of Electronic Communications in International Contracts (2005) ^v
United Nations Guarantee and Stand-by Convention (1995)	United Nations Convention on Independent Guarantees and Stand-by Letters of Credit (1995) ^w
United Nations Sales Convention (1980)	United Nations Convention on Contracts for the International Sale of Goods (1980) ^x
United Nations Terminal Operators Convention (1991)	United Nations Convention on the Liability of Operators of Transport Terminals in International Trade (1991) ^y

Notes

- ^a United Nations publication, Sales No. E.95.V.14.
- ^b Official Records of the United Nations Conference on Prescription (Limitation) in the International Sale of Goods, New York, 20 May-14 June 1974 (United Nations publication, Sales No. E.74.V.8), part I.
- ^c Official Records of the United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March-11 April 1980 (United Nations publication, Sales No. E.81.IV.3), part I.
- ^d Official Records of the General Assembly, Fifty-first Session, Supplement No. 17 (A/51/17), part II.
- ^e United Nations publication, Sales No. E.93.V.6.
- ^f United Nations publication, Sales No. E.95.V.16.
- ^g United Nations publication, Sales No. E.81.V.6.
- ^h United Nations publication, Sales No. E.87.V.10.
- ⁱ United Nations publication, Sales No. E.99.V.11.
- ^j United Nations publication, Sales No. E.87.V.9.
- ^k United Nations publication, Sales No. E.01.V.4.
- ^l Official Records of the General Assembly, Fifty-ninth Session, Supplement No. 17 (A/59/17), Chap.III.
- ^m United Nations publication, Sales No. E.93.V.7.

-
- ⁿ United Nations publication, Sales No. E.95.V.18.
^o United Nations publication, Sales No. E.05.V.4.
^p United Nations publication, Sales No. E.99.V.3.
^q United Nations publication, Sales No. E.99.V.4.
^r United Nations publication, Sales No. E.02.V.8.
^s United Nations publication, Sales No. E.98.V.13.
^t United Nations publication, Sales No. E.04.V.11.
^u United Nations Publication, Sales No. E.04.V.14.
^v A/Res/60/21 (9 December 2005).
^w United Nations publication, Sales No. E.97.V.12.
^x United Nations publication, Sales No. E.95.V.12.
^y Official Records of the United Nations Conference on the Liability of Operators of Transport Terminals in International Trade, Vienna, 2-19 April 1991 (United Nations publication, Sales No. E.93.XI.3), part I, document A/CONF.152/13, annex.
-