



ALMA MATER STUDIORUM  
UNIVERSITÀ DI BOLOGNA  
DIPARTIMENTO DI SCIENZE GIURIDICHE

---

*6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law*

21<sup>st</sup> June – 24<sup>th</sup> June 2017

*Alma Mater Studiorum – Università di Bologna*

Ph.D. in “*Scienze Giuridiche*”  
Curriculum in Maritime and Transport Law

in collaboration with



Swansea University  
Prifysgol Abertawe



University of  
Zagreb



UNIVERSITY OF  
Southampton



# PROGRAMME

---

**Wednesday**  
**21<sup>st</sup> June 2017**

Sala Armi - via Zamboni 22

8.45 – Registration

9.00 – Welcome address - opening remarks

**Prof. Stefano Zunarelli**

**Adj. Prof. Dr. Massimiliano Musi**

9.30 – *Lectio magistralis*

**Prof. Dr. Rhidian Thomas**

*“A Legal Analysis of the Contractual Foundation of the Use of Shipping in International Trade”*

11.30 – Coffee break

11.45 – Masterclass

**Prof. Dr. Mišo Mudrić**

*“Nature of Uber Services: Transportation Service Comparative Perspective”*

12.30 – Lunch break

13.30 – Presentations

Session I

**Vincenzo Battistella**

*“Logistics and Offshore Supply Vessels”*

**Igor Blaskovic Schnell**

*“Himalaya Clause: Some Open Questions in a Comparative Civil Perspective”*

6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law

---

**Bob Kao**

*“You’re Gonna Need a Bigger Boat”: Implied Warranty of Seaworthiness for Unmanned Commercial Ships”*

**Haiyang Yu**

*“Rethinking ‘Liability Salvage’ -- Is there still a Need for Such a Separate Standing Salvage Reward for ‘Environmental Salvage’?”*

**Yifei Wang**

*“Liability Regime of Marine Oil Pollution in China - Changes under the Legislative Revolution and the Case Study”*

16.00 – Coffee break

16.15 – Presentations  
Session II

**Yao Wang**

*“Warranties in Marine Insurance – a Comparative Study of English and Chinese Law”*

**Prof. Dr. Justyna Nawrot**

*“The European Union’s Port State Control Regulation on Reporting Formalities for Ships: the Babel Tower or the Gift of Speaking in Tongues?”*

**Prof. Dr. Mišo Mudrić**

*“Provision of Private Security Services in the Ports of Nautical Tourism”*

**Christian Beinis**

*“The International Code for Ships Operating in Polar Waters (Polar Code)”*

18.30 – Leisure time

**Thursday**  
**22<sup>nd</sup> June 2017**

Sala Armi - via Zamboni 22

9.00 – *Lectio magistralis*

**Prof. Dr. Pinar Akan**

*“Main Issues and Problems in Container Shipping”*

11.00 – Coffee break

11.15 – Masterclass

**Prof. Dr. Elena Orrù**

*“Containerization: Effects on the Contracts Involved in an International Trade Operation”*

12.00 – Masterclass

**Dr. Carlo Corcione**

*“Shipping Law in the Logistics Era. Time to Rethink Parties’ Role, Liabilities and Defences”*

12.45 – Lunch break

14.00 – Presentations

Session III

**Ceren Cerit Dindar**

*“Final Voyage Clause as a Tool to Transfer the Risk of Delay to the Shipowner in Time Charters”*

**Camila Hoyuela Zattera**

*“The Contract of Logistics under the Convention on the Contract for the International Carriage of Goods by Road (CMR)”*

**Dr. Leonida Giunta**

*“The Intermodal Corridors: a Combined Vision for the Future of the European Logistics”*

6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law

---

**Lorenzo Fabro**

*“The Delivery of Goods in the Model Contracts for International Sale: a Look into the Practice of the Hides and Skins Market?”*

16.00 – Coffee break

16.15 – Presentations

Session IV

**Zoran Tasić**

*“Shipbuilding Contract - Legal Consequences of Cancellation of Contract”*

**Caroline Grech**

*“Stowaways and their Impact on Road Cargo - Stakeholders Count their Costs and Loses. But where does Regulation Lie?”*

**Doc. Dr. Sc. Iva Savić**

*“Interpreting Air Transport Agreements – U.S. Story of Norwegian Air International”*

**Dr. Paolo Novembre**

*“Aircraft Manufacturing Rules and Aerodrome Management: towards an European and International Common Legal Framework”*

18.30 – Leisure time

**Friday**  
**23<sup>rd</sup> June 2017**

Sala Armi - via Zamboni 22

9.00 – *Lectio magistralis*

**Prof. Dr. Filippo Lorenzon**

*“The Allocation of Risk in International Trade: Legal and Practical Effects”*

11.00 – Coffee break

11.15 – Masterclass

**Prof. Dr. Igor Vio**

*“Maritime Autonomous Surface Ships – Legal Challenges and Prospectives”*

12.00 – Lunch break

## SYMPOSIUM

### *“The Matter of Logistics in Maritime, Port and Transport Sectors”*

14.30 – Welcome address and opening remarks

**Alberto Pasino**

Chair of the ASLA Transport Law Commission

14.45 – **Pino Musolino**

President of the Venice Port Authority

15.15 – **Prof. Dr. Angel Martínez Gutierrez**

Universidad De Jaén (UJA)

15.45 – **Marco Lenti**

Mordiglia Law Firm

16.15 – **Andrea Cuneo**

LCA Law Firm

16.45 – **Alessandra Laconi - Daniela Fogliano**

*Alma Mater Studiorum* – University of Bologna

17.15 – **Alessandro Vacca**

Zunarelli Studio Legale Associato

17.45 – Discussion and final remarks

**Prof. Avv. Stefano Zunarelli**

Full Professor in Maritime and Transport Law - University of Bologna

**Prof. Dr. Rhidian Thomas**

Emeritus Professor of Maritime Law – Swansea University

Founding Director of the Institute of International Shipping and Trade Law

**Saturday**  
**24<sup>th</sup> June 2017**

Sala Icaro - Via Santo Stefano 43

9.00 – Masterclass

**Dr. Julia Constantino Chagas Lessa**

*“Third Parties Responsibilities in Regards to Abandonment of Seafarer”*

9.45 – Coffee break

10.00 – Presentations

Session V

**Prof. Dr. Ersida Teliti**

*“The Liability of the Parties in Travel Package Contracts. The Efforts towards Damage Compensation Practice”*

**Elson Thana**

*“Current Trends of Maritime Transport in Albania”*

**Merel van de Poel**

*“The Implications of the Nature of the Direct Action”*

**Dr. Federico Franchina**

*“The Cape Town Convention (2001) and Shipping Law”*

**Matteo Bruno Scannapieco**

*“The Multimodal Transport Regime: a Comparative Perspective Between National Approaches”*

**Alessandro Torello**

*“The Application of the Freedom of Transit Principle in Two Italian Border Cities: Gorizia and Trieste”*

13.00 – Closing Ceremony

**Prof. Stefano Zunarelli**

**Adj. Prof. Dr. Massimiliano Musi**

## COORDINATORS

---

### PROF. STEFANO ZUNARELLI

#### BIOGRAPHY

Stefano Zunarelli is Full Professor of Maritime and Transportation law at *Alma Mater Studiorum* – University of Bologna. He is widely acknowledged as one of the most skillful legal experts in the field of Maritime Law, Transportation Law and Air Law. He has taken part - on behalf of the Italian Government - in meetings and activities of the international organizations of his area of expertise (IMO, UNCITRAL and UNCTAD), by contributing to the drafting of several international Conventions in the maritime and transportation fields. From 1998 to 2004 he has been the Dean of the Faculty of Law of the University of Bologna and from 2007 to 2013 he has been the President of the Ravenna Campus of the University of Bologna. From 2011 to 2013 he has been the Coordinator of the Curriculum in Transport law of the Ph.D. in “*Stato Persona e Servizi nell’ordinamento europeo e internazionale*” (“*State, Person and Services into the European and international legal system*”), activated by the Department of Law of the University of Bologna and from 2001 to 2012 he has been Coordinator of the Ph.D. in European Transport Law, activated by the same Department in association with the University of Barcelona, Nantes, Southampton, Oslo and Sassari. Currently he is the Coordinator of the Curriculum in Maritime and Transport Law of the Ph.D. in Juridical Sciences, activated by the Department of Law of the University of Bologna. In 1991 he has been Visiting Professor of ‘Maritime Law’, *Instituto Europeo de Derecho Marítimo*, Gijon (Spain) and in 1994 Visiting Professor of ‘*Derecho de los transportes*’, Universidad Externado de Colombia, Bogotá (Colombia). He is Titulary Member of the *Comité Maritime International* and Vice-President of the Italian Maritime Law Association (AIDIM). He is author of three books and many articles in Italian and international reviews in the area of maritime, port, aviation, airport and land carriage activities regulation. He is Deputy Editor of the Review “*Il Diritto Marittimo*” (IT) and of the book series “*Il Diritto Marittimo - Quaderni*” and he is a member of the Editorial Board of the reviews “*The Journal of International Maritime Law*”, “*Anuario de Derecho Marítimo*”, “*European Journal of Commercial Contract Law*”, “*Revista de Derecho del Transporte*”, “*Diritto dei trasporti*”, “*Rivista italiana di Diritto del turismo*”, “*Rivista di Diritto della Navigazione*” and “*Trasporti*”. Moreover, he is Director of the book series “*Quaderni del corso di perfezionamento Master in diritto ed economia dei trasporti e della logistica*” and “*Diritto e pratica dei trasporti*”.

**ADJ. PROF. DR. MASSIMILIANO MUSI**

**BIOGRAPHY**

Massimiliano is Adjunct Professor in Air Law, School of Engineering and Architecture, University of Bologna, Campus of Forlì, and in 2017 he has obtained the National Scientific Qualification (ASN) to function as Associate Professor in Italian Universities. In 2016 he was awarded a Research Fellowship on the theme “*The Discipline of Logistics Services in the Transport Sector de Iure Condito et de Iure Condendo*” at the University of Bologna. In 2015 he was awarded a Research Fellowship on the theme “*The Role of the Contractor and of the Policy Holder in the Cargo Insurance Contract*” at the University of Bologna. He has been named expert both in Transportation Law and in Maritime Law at the University of Bologna since 2008, and in September 2012 he was awarded the Ph.D. in European Transport Law. He is also Lecturer at many higher education courses, Masters and Ph.D. courses and he held some lessons at the European Parliament for the Directorate for Legislative Acts. He has been invited to participate as a speaker in many international Conferences (*inter alia*, Seoul, London, Bruxelles, Istanbul, Rotterdam, Leuven, Zagreb, Portoroz, Elbasan, Mali Lošinj, Opatija), over the years he has organized Summer Schools, Conferences and International Research Seminars at the University of Bologna and at Ravenna Campus and has taken part in research groups both at international and Italian level. Massimiliano is a member of the Bologna Bar Association since 2011. Since 2015 he is Member of the *Associazione Italiana di Diritto Marittimo* (AIDIM) and in November 2015 he was appointed as member of the Committee for the Ship Nomenclature, inside the *Comité Maritime International* (CMI). Since 2014 he is General Secretary of the Editorial Committee of the Review “*Il Diritto Marittimo*” and since 2016 of the book series “*Il Diritto Marittimo - Quaderni*”. Since 2015 he is Secretary of the International Propeller Clubs - Port of Bologna. Massimiliano wrote three monographies, many articles and case comments and edited four collective volumes, related to the matter of Maritime and Transport Law.

## CHAIRMAN

---

### PROF. DR. RHIDIAN THOMAS

#### BIOGRAPHY

Professor Thomas is a graduate of the Universities of Wales and Sheffield, and was appointed Professor of Maritime Law and Director of the Institute of Shipping and Trade Law at the School of Law, Swansea in 2000. He served as the Director of the Institute until September 2010. He now retains the title of the Founding Director of the Institute of International Shipping and Trade Law. Previously he was Professor of Law at the University of East Anglia and has taught at the National University of Singapore, University of Windsor, Canada, the University of Gothenberg, Sweden, and at the IMO International Maritime Law Institute in Malta. From 1989 to 1999 he was adjunct Professor of Law on the University of Detroit Mercy London Law Programme and Director of the Lloyd's List Shipping Law Seminars. He was a member of the Departmental Advisory Committee on Arbitration Law which produced and drafted the Arbitration Act 1996; and is a member of an Advisory Committee which advises the DETR on the implementation of international conventions on shipping. He is a member of the British Maritime Law Association and Chairman of the Sub-committee on Mortgages and Ship Arrest. He is also a member of the Chartered Institute of Arbitrators. He is author of *Maritime Liens* (vol.14 British Shipping Laws) (1980); *Law and Practice of Appeals from Arbitration Awards* (1994); *Default Powers of Arbitrators* (1996). He is editor and contributor to *Modern Law of Marine Insurance*, Volume 1 (1996), and Volume 2 (2002), *Marine Insurance: The Law in Transition* (2006) and *Liability Regimes in Contemporary Maritime Law* (2007). He is also a contributor to *Marine Insurance at the turn of the Millennium*, ed. Professor M. Huybrechts (1999). His journal publications are extensive and reflect his interests in international commercial and maritime law and in arbitration law. He is Editor-in-Chief of the *Journal of International Maritime Law* and an editor of *Arbitration International*.

## SPEAKERS

---

Wednesday  
21<sup>st</sup> June 2017

### *LECTIO MAGISTRALIS*

**PROF. DR. RHIDIAN THOMAS**

#### **ABSTRACT**

#### **A Legal Analysis of the Contractual Foundation of the Use of Shipping in International Trade**

Most of international trade in commodities involves transportation by sea, with the contracting party responsible for engaging the carrying ship dependent on the type of international sale contract that has been entered into. How the ship has been engaged may be dependent on a pre-existing contractual relationship and the ship herself may be operating under a range of different kinds of charterparties and sub-charterparties, and invariably a bill of lading will have been issued. It will also be necessary to structure matters such that contractual rights of carriage are capable of being transferred to third parties. The contractual position, therefore, can be exceptionally complex and this may pose difficulties when disputes arise. The object of the lecture is to identify and analyse the different contracts and their inter-relationship, and to illustrate the difficulties that may arise.

## MASTERCLASS

### PROF. DR. MIŠO MUDRIĆ

#### ABSTRACT

#### **Nature of Uber Services: Transportation Service Comparative Perspective**

The Master Lecture aims to examine the nature of Uber services in line with the opinion of the Advocate General in Case C-434/15. The primary focus of analysis will be placed on the detailed reconstruction of various contractual and non-contractual relationships that occur during the use of Uber application, especially with regard the following persons: Uber headquarters (Uber App), Uber branch office (advertisement), Uber partner drivers (employees or self-employed), Uber application registered user, Uber transportation service user (contracting passenger), and, third-party Uber transportation service user (additional passenger). This will be accompanied with a comparison of standard transportation services and contracts of carriage, irrespective of whether the carrier in question is a common carrier, contractual carrier, actual carrier or an intermediary service provider. Furthermore, the Lecture will analyze the relevant case practice with regard the following issues: Uber as a taxi service, Uber as a share-riding service, Uber as a *rent-a-car* with driver service, Uber as an employer, Uber as a key organizer of transportation service, and others. The examination will include the relevant case practice from: Belgium, Germany, Italy, Netherlands, United Kingdom, United States, Hungary, Argentina, France and Croatia. As the Croatian regulatory framework for the provision of public passenger transportation services has certain deficiencies, particularly with regard the regulation of *rent-a-car* with driver services, the Lecture will examine various possible approaches to resolving the issue in connection with the appearance of Uber on the Croatian public passenger transportation market. This will include a summary overview of four different legislative and judicial models: Laissez-faire model, Status Quo model, Legal Adjustment model, and, New Legislative Paradigm model. Finally, and in connection to the last model, the Lecture will address different legislative approaches to resolving various types of issues in connection to the appearance of Uber and similar companies. This will be accompanied with a summary overview of United States, Estonian, Chinese and Australian legislative practices.

#### BIOGRAPHY

Mišo Mudrić is Assistant Professor at the Department for Maritime and Transport Law, at the Faculty of Law, University of Zagreb, where he holds lectures in Maritime and Transport law, Insurance Law, Energy Law, and Private Security Services Law. He has been participating in a

**6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law**

---

number of domestic and international scientific projects, conducts regular peer-review, and is an author of one monograph and numerous scientific and expert articles in his fields of research. Mišo Mudrić serves as an arbitrator at the Permanent Arbitration Court at the Croatian Chamber of Economy. In addition, he is the Secretary General and Management Board member of the Croatian Association for Insurance Law, and a member of the Croatian Maritime Law Association. He has obtained his PhD degree at the Faculty of Law, University of Hamburg, and had conducted his doctoral research at the Max Planck Institute for International and Comparative Law in Hamburg, Germany. Last year he was appointed a member of the Comité Maritime International Working Group on the Reformulation of the *Lex Maritima*.

## PRESENTATIONS

-  
SESSION I

### VINCENZO BATTISTELLA

#### ABSTRACT

#### Logistics and Offshore Supply Vessels

In order to operate from remote locations, offshore drilling and production need different types of support services which are generally provided by Support Vessels. Offshore Supply Vessels (OSVs) and Platform Supply Vessels (PSVs) falls within the broader *genus* of Support Vessels, being specialized multi-task vessels, with the purpose of supporting offshore activities and ensuring these can perform the service as agreed upon and in a profitable and efficient manner. There is a considerable onshore segment through which offshore installations need to receive supplies. Thus, transport Supply Vessels are used for the transport back and forth of equipment and machinery and even employees between onshore supply base and offshore units hence assisting the offshore platform, working with their logistic needs. The aim of this paper is the analysis of how the fleet manager of an oil major operates and interfaces with the Offshore Supply Vessels' company in order to carry out the required logistic services. Moreover, due to their short-term voyages including the same route in and out a port, the logistic management provides for chartering supply vessels with *ad hoc* contracts normally built on standard forms like the BIMCO SUPPLYTIME. Nowadays it is increasingly common for oil major companies to use a tendering procedure for the procurement of logistic services. Therefore, being able to choose among different suppliers the best offer in order to fulfill the increasingly demand of an agile and cost-efficient supply should be fulfilled.

#### BIOGRAPHY

Vincenzo Battistella is currently pursuing his Ph.D. in Maritime Law at the Autonomous University of Barcelona, School of Law (Spain). His research focuses on the legal implications of commercial offshore activities, liabilities in particular. He graduated with a combined Bachelor and Master Degree in Law from Alma Mater Studiorum – Università di Bologna in 2015 where he is also teaching assistant at the Navigation Law Chair, in Ravenna Campus. In 2016 he obtained a II Level Master Degree in Law and Economics of Sea from the Chamber of Commerce of Pescara – Research Centre for Fishery and Navigation Law – and the University of Teramo Law School with the Egis of the United Nations Regional Information

Centre UNRIC – a singular Master Degree in Italy, as no other program in the Country has combined law and economics before. As a keen public speaker, Vincenzo has recently presented a paper on knock-for-knock clause in offshore contracts at the 8<sup>th</sup> annual Maritime Law and Policy Postgraduate Research Conference hosted by City University of London, School of Law. He has had a few articles published in academic journals across Europe being a regular collaborator to the “International Transport Law review” and “The Italian Maritime Journal”. He is a member of the Italian Maritime Law Association, Genova Committee, YoungShip Italy, European Maritime Law Organization and of the International Propeller Club Port of Bologna.

## IGOR BLASKOVIC SCHNELL

### ABSTRACT

#### **Himalaya Clause: Some Open Questions in a Comparative Civil Perspective**

The Himalaya clause is an important limitation of liability provision with a long history in maritime contracts and whose adoption is recommended by BIMCO. It plays a very relevant role in maritime trade by giving protection from cargo claims to a number of third-parties to contracts of carriage of goods by sea, amongst which, especially independent contractors such as terminal port operators, which are otherwise not protected under the applicable international uniform law conventions. Throughout the years, the construction and the effects of this provision have raised significant questions in the maritime law community and judges in many countries: the challenges to the English law doctrine of privity are perhaps the ones which received most attention, yet even legal scholars and courts from civil law countries experienced some difficulties in the interpretation and application of this provision. While the issues under the English law have now been solved - also thanks to The Contracts (Rights of Third Parties) Act 1999 - some of the provision's aspects are still debated, especially in civil law jurisdictions. This article will provide an insight in some of these open questions by means of a comparative analysis between the Italian and the Scandinavian approaches to this clause. The focus will thus be on both convergent and divergent national views on matters such as, amongst others, the legal qualification of the Himalaya clause, the validity of its effects, the notion of independent parties, the admissibility of a limitation of extra-contractual liability and the relation between arbitration stipulations and the Himalaya clause.

### BIOGRAPHY

Igor has graduated in law from the University of Bologna in 2009 where he also attended courses in Maritime Law and Transportation Law. He also graduated from the University of Oslo with

an LL.M. degree in ICT Law in 2012 and subsequently, in 2014, also obtained an LL.M. degree from the same institution in Maritime Law. Igor has gained experience from commercial law and insurance law during his legal practice in Italy in 2009-2010 and from ICT Law as a University of Oslo researcher and legal intern at Nokia in 2010-2011. Since 2014 Igor has been fully dedicating himself to working in the field of Maritime Law: he has been cooperating with the Scandinavian Institute of Maritime Law, working as a lawyer at a Norwegian P&I correspondent as well as being an active member of maritime law organizations in Norway and abroad. Since 2016 he has been also attending the “International Research Seminar in Maritime, Transportation and Port Law” by the University of Bologna and has been contributing with his publications.

## BOB KAO

### ABSTRACT

#### **“You’re Gonna Need a Bigger Boat”: Implied Warranty of Seaworthiness for Unmanned Commercial Ships**

Although unmanned ships or remote-controlled ships are not new from a technology standpoint, their use in commercial shipping has not been considered a serious possibility until recent years. Remote-controlled ships would still have a master offshore, whereas truly unmanned ships would have technology wholly replace the human element in captaining and operating the vessel. The use of either of these new technologies, and vessels of any level of automation in between, have various legal implications. Questions of whether these vessels would be considered ships under various conventions and national laws would arise. The unmanned ship’s ability to meet various duties on the high seas, including the duty to assist, may also be questioned. From a commercial law perspective, one of the most fundamental issues that needs to be addressed may be the unmanned ship’s seaworthiness. What would be the level and type of technology required onboard the vessel for it to be considered seaworthy? What would be the necessary training for onshore crew? What are the shipowner’s obligations to ensure the vessel is seaworthy? These legal questions, among others, should be analysed in the context of unnamed ships before such vessels can embark on their journeys without confusion on the rights and liabilities of the stakeholders. This paper begins by introducing the state of unmanned and remote-controlled shipping technology and their current and future use with an emphasis on the commercial sector. It then discusses the various legal implications that result from their use. Next, it focuses on the issue of the implied warranty of seaworthiness and how it would be theorised and operationalised in the context of unmanned commercial shipping. The paper concludes that while states attempt to address these issues, the shipping industry and

marine insurance industry should address these questions proactively, as they have shown their propensity and ability to confront problems such as maritime piracy and cyber-attacks in recent years.

#### BIOGRAPHY

M. Bob Kao is a PhD Candidate at the Centre for Commercial Law Studies, Queen Mary University of London where he specialises in maritime piracy, shipping law, and insurance law. At Queen Mary, he was a Graduate Student Advisor, PhD Representative, and co-founder of the Queen Mary Law Doctoral Reading Group. In Taiwan, Bob is an Adjunct Lecturer at National Chiao Tung University where he lectures in the areas of international commercial law and shipping law and a Lecturer at the Judicial Yuan Judges Academy where he teaches American law to judges. He has also been a visiting faculty member at Henan University in China. A former public interest attorney in California, Bob has experience in criminal defense, prison litigation, consumer law, and housing litigation. At the University of California, Berkeley where he received his JD, Bob was Co-Editor-in-Chief of the *Asian American Law Journal*, Article Editor of the *Berkeley Journal of Gender, Law & Justice*, and Co-Chair of the Center for Social Justice Student Advisory Board. He also has an LLM in International Commercial Law from University College London and an MA and BA from Wesleyan University.

## HAIYANG YU

#### ABSTRACT

#### **Rethinking ‘Liability Salvage’ - Is there still a Need for Such a Separate Standing Salvage Reward for ‘Environmental Salvage’?**

Potential damage to the marine environment caused by vessels in distress and consequent enormous social costs have always been huge concerns to coast states, which lead to public interventions to salvage operations. Consequently, salvors face much more difficulties to succeed. On the other hand, under ‘No-Cure, No-Pay’ principle, salvors may not get sufficient salvage reward, which seems to divide from the aim of salvage law – ‘Incentive’. Separate Standing Salvage Reward, as a result, has been summited for a long time. For the drafting of 1989 Salvage Convention, Prof. Selvig submitted a report about ‘Liability Salvage’, which was to create such a separate standing reward when no property was salvaged but shipowners’ liabilities to third parties is avoided, including pollution to environment. This concept was rejected but ‘Special Compensation’ was introduced into 1989 Salvage Convention after the Montreal Comprise. However, the salvage industry does not satisfy with ‘Special Compensation’ and in

the private regime, namely Llyod's Open Form, SCOPIIC was introduced to solve the problems. However, the salvage industry keeps calling for such a separate standing salvage reward, namely 'Environmental Salvage Reward'. Instead of 'Liability Salvage', the salvage industry now only focus on Environmental salvage. So, is there still a need for such a separate standing salvage reward for environmental salvage? To answer this question, rethinking 'liability salvage' would lead us to one solution. The concept of 'liability salvage' and the courts' current position on it, the relationship between 'liability salvage' and 'environmental salvage reward', and developments in both public regime and private regime, namely 'Special Compensation' in 1989 Salvage Convention and the SCOPIIC solution (with LOF 2011), will lead us to the conclusion.

#### BIOGRAPHY

Haiyang Yu, born in May 1994, is a LLM candidate (2016-2017) for Commercial Law (Maritime & Transport Law) in Erasmus University Rotterdam, the Netherlands. His LLB was granted by East China University of Political Science and Law (ECUPL, in Shanghai, China) in 2016. During his master study, he was selected for 'Expert' Thesis Project to improve academic skills and with his research results for this project, he, as a speaker, attended the 8<sup>th</sup> Annual Maritime Law and Policy Postgraduate Research Conference 2017 in London. He was also selected for Marine Insurance Master Class, provided by DUPI Insurance Group, RMSC and EUR, which worked on an 'Erasmus Master Student - young professional 1-1' partner system. During bachelor study, his research work on high-tech methods on money laundering crimes was published and he was a researcher for Shanghai Undergraduate Academic Innovation Program with a topic on Chinese law, which was funded by the government. He participated in Jessup International Law Moot and won 3<sup>rd</sup> prize on behalf of ECUPL. In 2016, he worked with the Asia-Pacific Legal Group of Pfizer (China) R&D Ltd. Co, an American Research-Based biopharmaceutical company as a legal intern. He is now preparing to do more research in Maritime Law and to apply for a PhD in order to pursue an academic career, while he will also seek practical opportunities to gain practical experiences in the business.

#### YIFEI WANG

#### ABSTRACT

#### **Liability Regime of Marine Oil Pollution in China - Changes under the Legislative Revolution and the Case Study**

In October 2016, the first text of liability for marine environmental pollution damage from oil spills, as a result of several incidents caused by offshore installations in Bohai Bay, got the

judgement from the Appellate Court. The Court affirmed the judgment of lower court that ConocoPhillips should compensate 21 fishermen who did not accept the administrative mediation for the financial losses suffered. This is the first case where the marine environmental pollution liability is applied, since the promulgation of the first law of tortious liability, namely, the Tort Law of the PRC of 2009. After the 2009 Tort Law, there is a legal debate about whether a strict liability is applicable for marine environmental damage, because the new law contradicts with the General Principle of Civil Law, which has higher legitimacy, with respect to the prerequisite of liability. And another controversial issue is that the priority between the new law and other existing statutes aiming at marine environmental protection. However, these arguments may be eliminated thoroughly after the abrogation of the General Principle of Civil Law, which will be replaced by the General Rules of Civil Law in 2017, and the revolution of 2014 Environmental Protection Law and 2016 Marine Environmental Protection Law. The 2017 General Rules of Civil Law is also regarded as the first Book of future Chinese Civil Code. Thus, through a comparative study, this research focuses changes and application of marine pollution liability regime, by analyzing relevant provisions on the 2017 General Rules, the 2009 Tort Law, the 2014 Environmental Protection Law and the 2016 Marine Environmental Protection Law. Furthermore, the research will also analyze the liability regime in practice, such as the Bohai Bay Oil Spill case.

#### **BIOGRAPHY**

Yifei Wang, born in March 1994, is a LL.M. candidate of Commercial Law (specialization in Maritime and Transport Law) in Erasmus University Rotterdam (EUR) and a J.M. candidate of International Economic Law in China University of Political Science and Law (CUPL). She also got her bachelor degree from CUPL in 2016. During her bachelor study, in 2015, as the first Chinese exchange student in Faculty of Law, University of Warsaw, she participated in the 2<sup>nd</sup> Warsaw-Beijing Forum as a coordinator between organizers in Beijing and Warsaw. She had been an executive editor of Law Journal of CUPL for three years and she was also the division head of Academic Division of Law School Student Union. From 2012 to 2014, as a caseworker at the CUPL Legal Aid Clinic, she helps villagers write case memos on land compensation cases and prepare applications for extra-judicial remedies. In 2015, she worked at the Beijing Changping District Procuratorate as an intern to do criminal case study. In 2016, she worked at the Beijing Changping District Court as a legal intern to assist the judge with economic cases. After the study in EUR, she prepares to continue her master study in China and then to apply for a PhD in the area of Maritime Law. Before the PhD study, she may also apply for the Maritime Court to get more practical experiences.

## PRESENTATIONS

-

### SESSION II

#### YAO WANG

##### ABSTRACT

#### **Warranties in Marine Insurance – a Comparative Study of English and Chinese Law**

In August 2016, the Insurance Act 2015 (the ‘Act 2015’) came into force. This was an important reform of English insurance contract law in over a 100 years since the implementation of the Marine Insurance Act 1906 (‘MIA 1906’). With respect of the system of marine insurance warranties, the old one under MIA 1906 was described as ‘draconian’ and criticized by legal commentators for a long time. The new rules about warranties are provided in part 3 of the Act 2015. Several modifications were made on the old regime in order to match the current marine insurance market. Chinese maritime law, especially the provisions related to warranties, was modelled on the stipulation of the MIA 1906. However, the regime of marine insurance warranties under the Chinese law is incomplete. Only article 235 of the Maritime Code PRC 1993 regulates the rights and obligations of the insurer and the assured in case a warranty is breached. In 2009, a judicial interpretations of the Supreme Court as a supplement of article 235 was enacted, but due to the limitation of a judicial interpretation, establishment of an entire legal system is still a matter of concern. Thus, on the occasion of the enforcement of the Act 2015, with combination of several years’ legal practice, it is the time to reexamine the Chinese regime. Moreover, considering that maritime trade is quite international and frequent at present, seeking common ground while maintaining differences between different legal systems is conducive to achieve equity between English law countries and China. Otherwise, it is difficult for the insurer and the assured to predict the outcome of their own behaviours under an international marine insurance contract. In the academics, scholars believe that the reform of the Chinese regime is required and a large number of proposals have been brought forward. The aim of this thesis is to analyze the current regime of marine insurance warranties in both English and Chinese law and seek the methods to remodel the warranties system in Chinese marine insurance law.

##### BIOGRAPHY

Yao Wang is an LLM student in Maritime and Transport Law at Erasmus University Rotterdam, born in Shanghai (China), which is one of the world's busiest container ports. From 2012 to

2016 Yao Wang studied Economic Law at East China University of Political Science and Law. She got her bachelor degree after the graduation in the year of 2016. In 2015, passed the PRC Bar Exam. She worked as a legal department intern in Logitech (China) Technology Co., Ltd. from September 2015 to May 2016. Before that, Yao Wang was an intern in the legal department of Noah Holdings Limited from July 2014 to May 2015. In June 2014, she worked as an assistance lawyer in Shanghai Barry Law Firm and helped the lawyers with cases in the field of international trade law. She was an assistant to a prosecutor in Shanghai Songjiang People's Procuratorate from July to September 2013. Her field of law of interest is maritime law, especially in the sector of marine insurance law.

## PROF. DR. JUSTYNA NAWROT

### ABSTRACT

#### **The European Union's Port State Control Regulation on Reporting Formalities for Ships: the Babel Tower or the Gift of Speaking in Tongues?**

The European Union regulation on port state control often adopts different requirements other than those adopted at an international level (that is to say by the International Maritime Organisation). The idea to join and simplify documentary requirements or procedures for ships entering ports in the EU was adopted in Directive 2010/65/EU of the European Parliament and of the Council, on reporting formalities for ships arriving in and/or departing from ports of the Member States. The paper aims to consider whether EU directive provides simplification and reduction of the administrative burden for shipping companies or not. The basic goal of the mentioned directive, which is the "single window" concept for ships' formalities, may be destroyed by a lack of harmonization of the national requirements in this matter. As a consequence, shipping companies have to deal with 23 national single windows instead one single EU window. The Author plans to analyse the strengths and weaknesses of the EU regulation on these the formalities for ships entering EU ports and to verify the reasons for the creation of a specific EU regulation differing from the FAL convention (Convention on Facilitation on International Maritime Traffic). Finally, the aim of the paper is to answer the question of whether EU law is on the right track to make a EU ports speak "one language" in the matter of ports formalities for ships.

### BIOGRAPHY

Justyna Nawrot is Associate Professor in Maritime Law Chair, Faculty of Law and Administration, University of Gdansk, where she teaches maritime law. Justyna defended her

doctoral thesis on Faculty of Law and Administration of Gdańsk' University, Poland and was awarded the PhD in 2008. Since 2015 Justyna is a member of the Polish Maritime Law Codification Commission, nominated by the Polish Prime Minister, working on the new Polish Maritime Code. She is also vice president of the Maritime Law Commission under auspices of Polish Academy of Sciences, the most prestigious Polish scientific organisation and member of Polish Maritime Association under auspices of Comité Maritime International. She is also vice-editor of *Pravo morskie*, scientific journal edited by the Polish Academy of Sciences, dedicated to maritime law and main subject editor on maritime law in the *Polish Law Review journal*. She was awarded a scientific grant dedicated to *maritime safety legal system* aiming at investigate if the legal framework of maritime safety standards forms a distinctive, coherent legal system. She is also main coordinator of scientific grant titled *Problems of contemporary maritime codes*, which emphasis the need for a comparative legal analysis of the problems emerging from contemporary maritime codes. Justyna is involve in organising a maritime conference annually at Gdańsk University, Poland, as well as scientific seminars dedicated to maritime law. Privately she is happy wife and mum.

## PROF. DR. MIŠO MUDRIĆ

### ABSTRACT

#### **Provision of Private Security Services in the Ports of Nautical Tourism**

The presentation examines certain deficiencies in the Croatian regulation of security requirements in the ports of nautical tourism. Whereas, in general, the ports open to international trade and ports that accept passenger and cargo carriage (including the off-shore logistics ports) are encompassed by the relevant international, European and Croatian legislation with regard the provision of security, no such specific normative requirements exist for the nautical sector. The latter is a case for concern given the Croatian increasing reliance on the charter industry (growing transit, berthing and other nautical-related charging fees it generates) and its overall significance for the nation's economy. Despite the noted deficiencies, in practice, a number of marinas engage the services of private security companies. The presentation aims to examine the relevant *lex specials* and *lex generalis* Croatian legislation in order to determine the scope of private contractors' duties and responsibilities – including the liability for damage – both towards the marina operator, marina guests and third parties.

## CHRISTIAN BEINIS

### ABSTRACT

#### **The International Code for Ships Operating in Polar Waters (Polar Code)**

An historic milestone was reached on the 1<sup>st</sup> January 2017 when the International Maritime Organization adopted the International Code for Ships Operating in Polar waters. The aim of this presentation is to examine how this Polar Code offers the opportunity to consolidate measures relevant to the operation of vessels in Arctic and Antarctic waters, and to refine and fill gaps to ensure that the highest levels of safety and environmental protection are applied for vessels operating in Polar waters. The Code consists in an urgent measure drafted to face the climate changes which are having a dramatic effect on the Arctic and Antarctic regions. This presentation first briefly examines the legislative history of the Code, with emphasis on the final and consolidating phase of development. Second, an account is provided of the main contents of the Code as regards its regulations on safety measures and pollution prevention. Finally, the analysis investigates the Polar Code's shortcomings and lacks by focusing mostly on the environmental part. In the last part of the presentation will be analyzed the future opportunities and needs of the Code. The overall objective is therefore to identify different challenges and complications, which arise from Polar issues, and to develop future possible solutions.

### BIOGRAPHY

Christian reached graduated in Law at the *Alma Mater Studiorum* - University of Bologna in February 2017 with a final dissertation and thesis in Maritime Law entitled: "*The navigation in the Arctic region*". Christian's academic interests focus on the nexus between International Law and Maritime/Environmental Law, especially connected with the Arctic Sea, such as the new navigable routes through the two Poles. He wrote an article for the *Italian Maritime Journal* concerning the mandatory provisions of the Polar Code which was published in January 2017. Christian worked as a research assistant at the Center for Constitutional Studies and Democratic Development (CCSDD), a research partnership of the Johns Hopkins University Paul H. Nitze school of Advanced International Studies. At the CCSDD he conducted research in the field of comparative constitutional law, focusing on countries undergoing a process of democratic transition. He has been invited to participate in a study trip to Sarajevo (Bosnia-Herzegovina) with the opportunity to meet representatives of organizations currently engaged in post-conflict reconstruction, human rights issues and democratic development. Christian is currently working also as a trainee lawyer. He speaks fluently three languages: Italian, Greek and English.

**Thursday**  
**22<sup>nd</sup> June 2017**

***LECTIO MAGISTRALIS***

**PROF. DR. PINAR AKAN**

**ABSTRACT**

**Main Issues and Problems in Container Shipping**

Thousands of containers from all around the world arrive to seaports every day. Since the container shipping is different from conventional shipping, our study contains two parts: 1) Main issues of container shipping; 2) Problems of container shipping. In order to underline the main issues we believe the proper way is both to explain the types of vessels and how different the container vessels are and also what TEU is. We are also going to mention the definition (including ISO's definition) and types of containers, how the freight is calculated and why seawaybill instead of a bill of lading is preferred. Problems include the liability of the carrier, demurrage and the practice of standard terms to clauses in bill of lading. How FCL,LCL, "SLSC and Said to Contain" clauses and Interchange Report affect the liability of the carrier will be analyzed. Also the difference between demurrage, quay rent and terminal handling charge, the calculation and time bar of demurrage will be one of the problems underlined.

**BIOGRAPHY**

Pınar Akan was born in Ankara on 31<sup>st</sup> of July. She graduated from Istanbul University, Faculty of Law in 1993. She graduated with a master degree in maritime law from University of Wales, Cardiff Law School. She was accepted to Marmara University Faculty of Law as a research assistant in Commercial Law Department in 1996 and started pdh at the same year. She graduated with a phd degree in law in 2001, became an Assistant Associate Professor in 2002, then became Associate Professor in 2007 and full Professor in 2013. She is a member of Istanbul Bar Association since 1996. She is a visiting Professor in Tulane University School of Law. She is also the Head of the Maritime Law Department in Marmara University Faculty of Law. Besides articles published in both international and refereed journals in Turkey, she has 3 books (on mediation, wreck removal and liability of the carrier due to his breach of duty of care of cargo (Deniz Hukukunda Geminin Enkaz Haline Gelmeginin Hukuki Niteliği ve Sonuçları

**6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law**

---

İstanbul, 2005; Deniz Taşımacılığında Taşıyanın Yüke Özen Yükümlülüğünün İhlalinden Doğan Sorumluluğu (TTK m.1061) Ankara, 2007; Arabuluculuk ve Deniz Hukuku'na İlişkin İhtilaflarda Uygulanması Ankara, 2013). She is the sole organiser of International Congress of Maritime and Admiralty Law since 2010 (every two years). She also organised Bilateral Meeting Between Turkey-Italy on Transport and Logistics in 2014 and 2015. She is a referee on maritime law in considerable numbers of law journals in Turkey.

**MASTERCLASS**

**PROF. DR. ELENA ORRÙ**

**ABSTRACT**

**Containerization: Effects on the Contracts Involved in an International Trade Operation**

Almost more than 60 years passed since the first use of a container for the carriage of goods: its relevant effects on the organization of the carriage of goods and the related services are widely known. In particular, the use of containers has not only affected the practical organization of the carriage and the other services involved in a complex transport operation, not only the structure of transport infrastructures, such as terminals and ports, some of which became specialized on containerized cargo, but also – and as a consequence – has required to adapt the performances by the different parties involved in trading of containerized goods. Therefore not only it should be usually reflected in the contract terms, but it must also be considered by the legal expert when applying the relevant regime to these contract relationships. The purpose of the presentation is therefore to identify, analyse and discuss some of the main issues concerning the use of containers in international trades.

**BIOGRAPHY**

Elena Orrù graduated in Law *magna cum laude* with a thesis in Transport Law, for which she received the Paolo Cagnoni Prize 2001/2002 and the Rotary Prize for the Faculties of the University of Bologna 2001/2002. In 2007 she obtained her PhD in European Transport Law at the University of Bologna. Since November 2010, Elena has been Tenured Assistant Professor of Navigation Law at the Department of Legal Studies of the University of Bologna. She has also obtained the National Scientific Qualification (ASN) to function as Associate Professor in Italian Universities. Elena is also Adjunct Professor of Transport Infrastructures Law, School of Engineering and Architecture, University of Bologna, Ravenna Campus, and a member of the Bologna Bar Association. Elena has always been accustomed to international contexts, participating to research groups both at international and Italian level, spending research periods at the VUB in 2003 and at the Scandinavian Institute of Maritime Law in 2005. In 2011 she was Visiting Professor at the Westminster University London. Elena is a regular speaker in international and Italian conferences and the author of books and articles on both contract and public Maritime, Air and Transport Law. She is a member of AIDIM, Regional Committee of Genoa, of AIDINAT and of the International Propeller Club, Port of Bologna.

She is a member of the Scientific Board of the “*Rivista Italiana di Diritto del Turismo*”, and of the Editorial Boards of the reviews “*Il Diritto Marittimo*”, “*Rivista Italiana del Diritto della Navigazione*” and “*International Transport Law Review*” and of the book series “*Il Diritto Marittimo - Quaderni*”.

## MASTERCLASS

### DR. CARLO CORCIONE

#### ABSTRACT

#### **Shipping Law in the Logistics Era. Time to Rethink Parties’ Role, Liabilities and Defences**

Parties’ role and consequently liabilities and defences in the shipping legal world have been a complex issue. The reason is that while maritime contracts, as often happens, are signed by two parties, in reality also other parties perform that contract. In the shipping legal world it is common that who actually carries out part or the majority of the contract duties, does not receive a proper legal protection from the contract itself. Exception to this is when carrier and shipper extend the benefit of their legal protection to a specific third party. In the carriage of goods context, shipping has always been considered the transport of goods from a point A to a point B. Historically these two points have always been the loading point to the ship and the discharging point from the ship. With years to come these two points have become the loading and the discharging ports. In this type of carriage the parties involved and interested in this enterprise were mainly two: the carrier on one hand (being the ship-owner or the charterer) and the cargo owner on the other hand. With the evolution as a result of the containerization, multimodalism, logistics, supply chain, globalization, electronics and the needs for economies of scale and scope, shipping is far beyond to be “only” transport between two ports, but it is part of a bigger framework. As a consequence, there has been an extensive integration of the carrier and the shipper with all the other parties of the chain making the question “who is who” in the shipping a very difficult one.

#### BIOGRAPHY

Carlo is an international commercial lawyer with both civil and common law background. He is the Legal Counsel and an Executive Director at Fratelli D’Amato Shipowners. He is actively involved in the London Universities Maritime Law and Policy Research Group (LUMLP),

6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law

---

International Commercial & Transport Law Group (IC&TL) and Cross-Border Corporate Insolvency and Commercial Law Research Group (CI&CL). Carlo is in the editorial board of the International Transport Law Journal (ITL). He is often interviewed on topics regarding maritime and energy sector. Recently on the impact of the Iranian energy plan on carriage of liquefied gas by sea and on the business model of Somali piracy, as well as the commercial influence of the Indian Ocean Region. He is the author of academic articles and speaker at international conferences. Carlo's article *The evolution of third parties protection in carriage of goods by sea: from the Himalaya clause to the Himalaya protection* has been referenced by the United Nations Commission on International Trade Law (UNCITRAL) source materials site in 2015. Carlo is appointed expert in Maritime, Transport and Air Law at University of Naples Parthenope and regularly lectures on Shipping Finance at University of Westminster London as well as on Electronic Commerce at University of Westminster London.

**PRESENTATIONS**

-  
**SESSION III**

**CEREN CERIT DINDAR**

**ABSTRACT**

**Final Voyage Clause as a Tool to Transfer the Risk of Delay  
to the Shipowner in Time Charters**

Under time charters, the charterer is entitled to use the vessel commercially for an agreed duration in consideration of payment of hire. The charter duration commences with delivery of the vessel to the charterer and the charterer is obliged to redeliver the vessel to the shipowner at the end of the duration. It is well settled that the risk of delay in redelivery of the vessel is primarily on the charterer. If the vessel is redelivered by the charterer after the expire of the duration, the charterer is in breach of contract and the shipowner is entitled to damages. From the charterer's perspective, most of times it is difficult to arrange the ship's future employments exactly and make the ship ready on time at the redelivery port. Even if the charterer makes his plans regarding the ship properly, unforeseen events such as bad weather conditions, congestion in a loading or discharging port may always affect the charterer's plans at the last minute and may cause that the ship is returned to shipowner beyond the end of agreed duration. Due to this difficulty, the time charterers always desire to transfer the risk of delay to the shipowners. In this regard, a final voyage clause is commonly incorporated into a charter. Final voyage clauses come in variety forms and depending on how the wording of the clause is construed, its impact on charterparty relation can be different. At this point, this paper will highlight different kinds of final voyage clauses and analyse to what extent each kind serves the purpose of transferring the risk of overlap from the charterer to the shipowner. While such an analysis is made, the focus will be on the final voyage clause in Shelltime 3, Shelltime 4 and NYPE 2015 standard charter forms.

**BIOGRAPHY**

Ceren Cerit Dindar graduated with LLB from Ankara University in 2009. Following her graduation and legal internship period, she was called to Ankara Bar in 2010. She obtained her LLM degree in International Commercial and Maritime Law at Swansea University in 2013 securing a distinction mark in her dissertations entitled "The Shipowner's Remedies in case of Early Redelivery of the Vessel in Time Charters" and "To What Extent It is Possible to Have a

Law of International Sales in the absence of Document of Title?”. Ceren is currently pursuing her PhD in maritime law at Swansea University and holds the position of research assistant at the Institute of International Shipping and Trade Law. Her research mainly focuses on legal issues concerning delivery and redelivery of the vessel in time charters. Full scholarship is provided by Turkish Ministry of Education for her LLM and PhD studies. As a keen public speaker, Ceren has presented papers at various conferences including 1<sup>st</sup> International Scientific Conference of Maritime Law held at University of Split and 4<sup>th</sup> International Research Seminar on Maritime and Transport Law, organised by the University of Bologna and held at Ravenna Campus and she has a few articles published in academic journals. Her research interests lie in shipping law, transportation law and international trade law.

## CAMILA HOYUELA ZATTERA

### ABSTRACT

#### **The Contract of Logistics under the Convention on the Contract for the International Carriage of Goods by Road (CMR)**

Nowadays, most shipping companies aim to hire door to door transportation services. The ability to provide an integrated transport service necessarily involves the use of different modes of transportation and the provision of advanced logistics services, which due to reasons of efficiency are commonly outsourced to third/fourth party logistics companies. These companies will normally assume the entire supply chain management of their clients and regulate their flows of goods. The variety of services provided by the logistics operator depends on the needs of each customer, however the provision of transportation is contemplated in almost every logistics contract, either arranged or provided by the logistics company itself. The latter, can lead to a logistics operator to be considered as a freight forwarder, or a logistics contract as a multimodal transport contract. Therefore, a contract of logistics may, under certain circumstances and according to the interpretation of certain courts, fall under the scope of application of The Convention on the Contract for the International Carriage of goods by Road (CMR). This investigation focuses on some elements of a supply chain management that could lead a contract of logistics to be considered as a contract of carriage, or the logistics operator to be qualified as a carrier under Belgian and Dutch Courts. Hence, it can be determined the cases when a logistics contract can fall under the scope of application of the CMR. Such result may impact the validity of certain clauses stipulated in a contract of logistics, such as an exclusive jurisdiction clause, liability stipulations or those provisions in which the shipper outsources its functions to a carrier agreeing on a certain level of performance

#### BIOGRAPHY

Camila Hoyuela Zattera is a Lawyer, admitted to the bar in Chile by warrant conferred by the Supreme Court of Justice in March, 2016. She qualified in her degree examination with maximum distinction (three votes of distinction). She graduated as a Bachelor in Law and Social Sciences from University of Concepción, Chile, after defending her thesis entitled “Legal Nature of Invoices: A Caused Title of Credit” which was qualified with maximum distinction in the grading scale. Camila worked as student assistant at the department of Private Law, University of Concepción period 2011-2013. After graduating, and while working as a practitioner lawyer, she worked as a Lecturer at the department of Private Law, University of Concepción and published several articles in the field of Commercial Law. Currently, she is an L.L.M Candidate in Commercial Law, Specialisation Maritime and Transport Law, Erasmus University Rotterdam. Currently, her academic interest relies in transport and logistics, field in which she wrote her master thesis.

#### DR. LEONIDA GIUNTA

#### ABSTRACT

##### **The Intermodal Corridors: a Combined Vision for the Future of the European Logistics**

Last December 2016 the second generation of the work plans prepared by the European Coordinators with reference to each core network corridor were approved in view of establishing the basis for action in the transport infrastructure until 2030. A work plan aims at monitoring the current status of the facilities, setting out a schedule for removing physical, technical, operational and administrative bottlenecks and giving a clear picture of the available financial resources. Indeed, the corridors constitute a central concept for the realization of the new TEN-T dimension, as designed with the relevant 2013 Guidelines, and, generally speaking, in order to achieve a broader EU transport policy. The intricacy of the envisaged projects has been recognized by all the involved subjects, both at institutional and academic levels. In this framework, it is fundamental to highlight the importance of intermodal connections and the promotion of transport integration and interoperability. Only with the organisation of coordinated infrastructural systems and models the corridors will be able to satisfy the market demand of “door-to-door” conveyance. To this end, even the law and the regulatory policies could play a meaningful role, buttressing the development of such lines and encouraging their funding by virtue of the capacity to optimise the flow of goods. The present paper would like to explore the current EU legislation dedicated to the intermodal corridors, analysing its

strengths and defining possible intervention strategies for improving it. The legal promotion of the intermodality approach can be seen also from another viewpoint: the creation of blue and green corridors, able to guarantee environmentally sustainable forms of transport. The topic involves additional juridical issues such as the definition of intermodal platform. All in all, since the intermodality principle will establish an innovative supply chain, it is destined to become increasingly prominent for the future logistics.

#### BIOGRAPHY

Born in Florence in 1986, he had the honour of being admitted at the University College “Lamaro Pozzani” of the National Federation of “Cavalieri del Lavoro”, a prestigious institution created in 1971 in order to host free of charge 70 excellent students. At the end of this enriching experience, in 2009 he achieved both the single cycle degree in Law with full marks and honors at the University of Rome “Tor Vergata” and the diploma of the Course of “Business culture – Cavaliere del Lavoro Gaetano Marzotto”. Thereafter, thanks to a Rotary Foundation Ambassadorial Academic-Year Scholarship, he successfully completed a LL.M. in Business, Corporate and Maritime Law at the Erasmus University of Rotterdam. Trainee-lawyer in Florence and Bologna (at the Zunarelli & Partners International Law Firm), he achieved the license to practice law in 2013. In 2015 he achieved a Ph.D. in “European Law on Civil, Commercial and Labour Contracts” (Maritime and Harbour Law curriculum) at the University “Ca’ Foscari” of Venice (spending a research period abroad within the Universities of Ghent and Rotterdam). For his research activity, in 2016 he won a prize awarded by the University “Ca’ Foscari” of Venice. He advised Snam and its subsidiaries mainly with regard to Regulation, Antitrust and Procurement areas and ENTSOG in relation to the Third Energy Package and other relevant EU regulation. He is currently providing legal support to Snam with reference to the Transport and Operations subject matters.

## LORENZO FABRO

#### ABSTRACT

#### **The Delivery of Goods in the Model Contracts for International Sale: a Look into the Practice of the Hides and Skins Market**

The aim of my presentation is to provide a general overview on the provisions and obligations of sellers and buyers concerning the delivery of goods contained in the model contracts used for the international sale of goods and the relationship between said provisions and the contracts of carriage. The speech is intended to offer some hints on the main legal aspects as regulated by

the most commonly adopted contractual clauses. After an introduction on the main legal topics concerning the delivery of goods, transfer of risks and allocation of costs concerning the international contracts of sale, the issues relating to the duties of insurance cover will be considered both from an international and Italian perspective. The specific case of the Official Contract Form – International Contract no. 6 – Hides & Skins will be then addressed with particular reference to the obligations concerning the delivery of the transported goods and the transfer of property/title. Furthermore, the speech will consider the main differences between the above mentioned contract and the rules provided by the worldwide adopted Incoterms published by the International Chamber of Commerce and customs in the leather market. The analysis will be concluded with an overview on the peculiarities concerning the delivery of skins and the check of their quantity and quality.

#### BIOGRAPHY

In 2005 Lorenzo Fabro graduated in Law with honors at the University of Genoa with a dissertation on marine hull insurance. He joined Studio Legale Maresca in 2005 as a trainee; in 2008 he was admitted to the bar of Genoa and became partner of same law firm in 2009. He spent a training period in a London law firm working on several shipping matters, he worked at the Consulate of Italy in Cape Town (South Africa) as *stagiaire* of the Ministry of Foreign Affairs and attended the 2009 summer course of International Private Law at the Hague Academy of International Law. He is founding partner of Berlingieri Maresca Studio Legale Associato; his practice includes assisting clients during contractual negotiations, dispute resolution and litigation before courts and arbitrators with considerable experience in maritime law, international trade law and comparative law issues and particular interest in shipbuilding contracts as well as contracts of sale and purchase of ships and yachts. He is a member of the Executive Committee of the Young Group of Italian Association of Maritime Law (AIDIM); he writes regularly as contributor on *Il Diritto Marittimo* law review and on other papers specialized in shipping. He is invited as a speaker at seminars and conventions in Italy and abroad. He speaks English and French.

## PRESENTATIONS

-  
SESSION IV

### ZORAN TASIĆ

#### ABSTRACT

#### **Shipbuilding Contract - Legal Consequences of Cancellation of Contract**

Most shipbuilding contracts in the world are governed by English law. Under English law a shipbuilding contract is an agreement for the construction and sale of a ship by description. More specifically it is an agreement for sale of future rather than existing goods, like a building contract. Fundamental obligation of the shipyard is to construct and deliver on a contractual delivery date a ship that complies with the contract and its specifications. Fundamental obligations of the buyer are to pay the contract price when due and to take delivery of the vessel when built and tendered for delivery in accordance with the shipbuilding contract. Shipyard is probably in breach if it fails to tender on the contractual delivery date a ship in a condition which does comply with the contract. In the event of shipyard's breach of warranty the buyer would be only entitled to claim damages and would not be entitled to reject the ship or to terminate the contract. However, in the event of shipyard's breach of a condition the buyer would be entitled to reject the ship, to treat the contract as at an end and to claim refund of the total amount of advance sums paid by the buyer, and/or damages. In the court case *The Hong Kong Fir Shipping* (1962) a new approach has been created that looks to the effect of the breach and questions whether the innocent party was deprived of substantially the whole benefit of the contract and may treat the contract as at an end and claim damages. Such approach is now known as Innominate term. Whether certain delays during construction of a ship constitute shipyard's repudiatory or renunciatory conduct or breach of condition, warranty or innominate term at common law? Specific facts of each case need to be considered carefully in order to determine whether the delays in construction defeat the commercial purpose of the contract.

In this presentation I would want to discuss: i) the nature of the relevant contractual term; ii) the kind and degree of the breach of an innominate term, and iii) the consequences of the breach for the innocent party: does it deny the claimant the main benefit of the contract; iv) whether the right to terminate the contract in accordance with its terms is different from the right to treat the contract at an end by reason of repudiation at common law? (*Stocznia Gdynia/Gearbulk*) (2009); v) whether the kind and degree of the breach is such that it results in frustration of the commercial purpose of the contract? The consequences for the innocent party: contractual remedy/damages at common law.

#### BIOGRAPHY

After graduating at the Law Faculty in Split, Croatia, Zoran Tasic's career has started at the Shipbuilding Industry Split where he was involved in export shipbuilding contracts and shipbuilding finance for 8 years. In late 1980s Zoran has joined Shipping Department of Stephenson Harwood, a City of London firm of solicitors where he worked on shipping finance and shipbuilding disputes for 15 years. In 2002 Zoran joined Ince & Co, another City of London firm of solicitors where he worked on shipping related matters for 2 years. Upon return to Croatia he joined Raiffeisenbank in Zagreb as a Deputy Head of Legal Department. In 2006 Zoran has formed Banking & Finance team at Zagreb branch of Anglo-Austrian law firm CMS Reich-Rohrwig Hainz, where he spent 10 years being involved in many projects in Croatia financed by international banks. Zoran is a listed Arbitrator in domestic and international disputes at the Croatian Chamber of Commerce. He has spoken at many conferences and written articles on the international finance and shipbuilding matters.

## CAROLINE GRECH

#### ABSTRACT

#### **Stowaways and their Impact on Road Cargo - Stakeholders Count their Costs and Loses. But where does Regulation Lie?**

Delays on the M20 and costs of writing-off goods carried by road from Calais to the UK and vice versa are common knowledge for numerous truck operators and logistics providers. The road transport industry has been, and still is, facing an unprecedented increase in stowaways due to major and sensitive illegal immigration issues, across Europe. Stowaways bring along with them a series of legal and socio-economic problems. Whilst shippers of goods may be overcome with hesitation to sell cargo that has been tempered with - buyers may be faced with uncertainty as to whether they should or could be entitled to refuse potentially contaminated cargo. Moreover, carriers may be left with damaged trucks, paying hefty civil fines for every clandestine entrant, as currently being imposed by the UK Immigration and Asylum Act 1999 and enforced to provide additional security measures which might go above and beyond the requisites imposed by the CMR Convention. This paper examines the issue of “utmost diligence” whilst the cargo is in the care, custody and control of the carrier (Article 17.2 CMR) within this context. Albeit all this, the fundamental question still remains: who should bear the costs? This paper evaluates the private sphere perspective; road carriers associations have taken the initiative in issuing guidelines for truck drivers to avoid “sensitive” areas. However, these resolutions have proven to be unsuccessful or not feasible. On the other hand, insurers seem to be hesitant to

insure the risk. Lastly, this paper analyses where the regulating legislation, such as the CMR, stands. It is discussed whether the CMR is facing “modern problems” and whether it can cope with these new on-the-rise situations.

#### **BIOGRAPHY**

Caroline Grech has been admitted to the bar and exercises the profession of Advocate in the Courts of Malta. She is currently reading a Master of Laws in Commercial Law with a specialisation in Maritime and Transport Law at the Erasmus University of Rotterdam. The research thesis is titled “The Impact of Stowaways on Road Cargo: The Implications of Regulations on Stakeholders”. Caroline also holds a Doctor of Laws awarded by the University of Malta after the submission of thesis entitled “Maritime Security: Port Control and Regulating Stowaways” which delves into current development with respect to stowaways in maritime security, both at International and local levels. Caroline was awarded the Diploma of Notary Public and graduated as a Bachelor of Laws with a second class honours, upper division, from the latter university. Caroline has also worked as a legal trainee for one of Malta’s leading law firms within the Commercial Law department. She has been exposed to Shipping Law and dealt with transactions related to transfer of ownership of vessels and maritime claims. Also, assisted within the Gaming and Intellectual Property team, having conducted IP and produced several internal publications. During her years at University, Caroline has also practiced at the Court Registry and assisted in carrying out day-to-day activities, to supplement practical knowledge within the legal field. Caroline is also a member of Juridische Faculteitsvereniging (JFR), Trade and Transport Law Association (TTLA) and the Junior Chamber of Advocates (Malta). She is also a board member of the Student Panel (Academic Panel for LL.M. Students). Caroline has also published her works titled: “Economic Turbulence of the past five years lead EU Member States to Strengthen their role in Economic Governance” (published on GhSL Online journal, 2013) and “Unmanned surface vehicle: The Modern Solution for Long-standing Piracy?” (published on Maritime Inside, 2016).

### **DOC. DR. SC. IVA SAVIĆ**

#### **ABSTRACT**

#### **Interpreting Air Transport Agreements – U.S. Story of Norwegian Air International**

Airlines can provide cross-border air transport only if using traffic rights negotiated under air services agreements (ASAs), out of which the vast majority are bilateral. When a Norwegian low-cost airline (Norwegian Air International, NAI) pointed its request to U.S authorities to use

traffic rights obtained by Norway under the EU-US Air Transport Agreement, U.S. labor unions protested its application for a foreign airline permit to provide various U.S./EU air services. Under the pressure of labor unions, who objected this request charging Norwegian Air Shuttle (mother company) to have set up NAI in Ireland to exploit Irish law in order to secure a competitive advantage against U.S. airlines and U.S. airline workers (by using cheaper and less regulated labor than would be permitted by Norway, NAS's home country and main place of business), U.S. Department of Transportation (DOT) has prolonged its decision for more than two years, leaving NAI and his EU supporters in doubt towards future EU-US aviation relations. This presentation will tackle the language of international air transport agreements and issue of its bindingness in course of a private entities right to consume its oportunities given under the international agreement. It will also invoke questions of international law principles of treaty interpretation to show the importance of taking treaty language seriously, especially in cases of specific categories of hortatory Treaty provisions.

#### BIOGRAPHY

Dr. sc. Iva Savić is Assistant professor at Faculty of law, University of Zagreb (Department for Maritime and Transport Law). She obtained her diploma in 2006, and her Ph. D. degree in 2014 from the Faculty of Law in Zagreb, with a thesis on "Influence of Air Transport Agreements Between European Union and Third Countries on the Development of International Air Law". Dr. Savić teaches Maritime and Transport Law, European Transport Law and Transport Insurance Law at her University to undergraduate students. Her areas of special interest are international air law and EU aviation law in which she has been developing her career. She is a Secretary of Croatian Transport LAW Association (CTLA), a member of European Air Law Association (EALA), and has been a visiting scholar at International Aviation Law Institute, DePaul University (Chicago, USA) for several times.

## DR. PAOLO NOVEMBRE

#### ABSTRACT

#### **Aircraft Manufacturing Rules and Aerodrome Management: towards an European and International Common Legal Framework**

Recently, several occurrence reports frayed anyway foregone hinge of safety perception regarding to the link between aircraft and its parts manufacturing or engineering and aerodrome management. Airspace users, operators and stakeholders, accordingly due to puzzled inbound entry into service technical view accustomed by European and international regulation (mostly

provisions amended by EU reg. no. 139/2014, ICAO Annex 2, 6, 8, 10, 11 and 14) - which cannot capture the high value of airspace management in aeronautical data information processes – are indeed used to consider the aerodrome as the main key to assess the adequacy of forerunners about international aviation rulemaking policy development temporarily manageable that has overran enclosure of competition law principles. This intervention will be also focused on the nowadays involvement of human centred design approach in aerodrome management, that could be seem highly unbalanced and overshoot in redundancy of European and international technical and legal provisions: the logistical vision of air transport ultimately requires an overwhelming effort relating to trade-offs of aircraft engineering chain concept. A mustered European Union remit's snapshot envisages so contradictory and carved detachment of aircraft manufacturing line from aerodrome management certification model.

#### BIOGRAPHY

Paolo Novembre got a Phd in Legal sciences at University of Messina (28th session, 2017). He is also subject expert on International Law of the sea and civil mediator for Chamber of Commerce (Lecce, Italy). In May 2012 he got a second degree Master on Transport and energy public services at University of Rome 3. His latest papers are: *Nuove norme in materia di segnalazione degli eventi aeronautici. Il regolamento (UE) n. 1018/2015* (Filodiritto, 2015, <http://www.filodiritto.com>); *Brevi considerazioni giuridiche sui servizi di data link nel cielo unico europeo. Verso un'infrastruttura aeronautica per le telecomunicazioni. Prime note critiche dopo il regolamento di esecuzione (UE) n. 310/2015* (Filodiritto, 2015, <http://www.filodiritto.com>).

Friday  
23<sup>rd</sup> June 2017

*LECTIO MAGISTRALIS*

PROF. DR. FILIPPO LORENZON

**ABSTRACT**

**The Allocation of Risk in International Trade: Legal and Practical Effects**

Sellers, buyers, carriers and freight forwarders play different roles in the global chain of transport logistics. Their underwriters ought to protect them all from losses arising out of the performance of such roles. But the extent and type of covers available depend almost entirely on the correct understanding of the function of risk and its proper allocation within the chain. This seminar will focus on the different elements of risk and its proper allocation through the chain to fully appreciate issues of cover and insurability for international logistics operators.

**BIOGRAPHY**

Filippo Lorenzon is Chair of Maritime and Commercial Law in the Southampton Law School and the former Director of the Institute of Maritime Law. He has a *Laurea in Giurisprudenza* (Italy), a LL.M. (Soton) and is fully qualified as an *Avvocato* in Italy and as a Solicitor in England and Wales. He is a Member of both the Italian and the British Maritime Law Associations, The European Maritime Law Association (EMLO) and the International Bar Association (IBA). Filippo has been working with leading maritime and commercial law firms in Genoa and Venice and is now a Consultant with Campbell Johnston Clark Ltd in London. He has published numerous books and articles on carriage of goods by sea and international trade. He has just published the sixth edition of C.I.F. and F.O.B. Contracts in the prestigious British Shipping Laws Series (Sweet & Maxwell, 2017), and has submitted the second edition of his treatise on The Law of Yachts and Yachting, co-authored with Richard Coles for Informa. He has also written a book on The Sale of Ships under the Singapore Form, co-authored with Charles Debattista for LexisNexis. His areas of expertise are International Trade, Carriage of Goods by Sea and Air, European Maritime Law and Comparative Private Law.

**MASTERCLASS**

**PROF. DR. IGOR VIO**

**ABSTRACT**

**Maritime Autonomous Surface Ships – Legal Challenges  
and Perspectives**

Recent technology developments in the field of autonomous navigation have caused predictions that the year 2017 will bring more progress than the previous two years combined. There are numerous research projects in various parts of the world engaging significant scientific, financial and workforce resources. The world's first designated test area for autonomous and unmanned ships was opened last year in the Trondheim Fjord by the Norwegian Maritime Authority and Norway's coastal administration. This test area in the northern Norway will be used by the world's first unmanned and fully-automated vessel for offshore operations that will be designed for offshore energy, scientific and fish-farming industries. Many hopes have been raised by the ENABLE research project funded by the European Union, that has as its main goal the safety testing and control of unmanned ships and other autonomous vehicles, with the concept of a remote bridge in its focus, planning to achieve tangible results in demonstration of complete functionality in a few years and reach the strategic goal of having fully operated autonomous seagoing vessels within the end of the next decade. This will inevitably cause the need for creating an international legal and regulatory framework that will cover a wide spectrum of safety, security, liability and insurance issues. Most of the stakeholders agree that before any real unmanned ships start operating successfully in international trade, the industry will have to demonstrate to the International Maritime Organization (IMO) the compelling need to adopt the necessary guidelines and rules for unmanned operations in international waters. The useful initiative in this direction by several member states of the IMO has been the proposal for a regulatory scoping exercise with regards to maritime autonomous surface ships (MASS), which was included in the agenda of the 98<sup>th</sup> session of the IMO Maritime Safety Committee in February 2017. This document invites IMO to respond proactively in order to establish the extent of the need to amend the regulatory framework as to enable the safe, secure and environmentally sound operation of MASS within the existing IMO instruments.

**BIOGRAPHY**

Dr. Igor Vio is teaching courses in Maritime Law, Law of the Sea, and Transport Insurance at the University of Rijeka, Faculty of Maritime Studies. As a visiting lecturer he has delivered

**6<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law**

---

courses at the IMO IMLI in Malta, IMO IMA in Trieste, and International Ocean Institute at Dalhousie University in Halifax, Canada. His legal education includes LL.B. degree at the University of Rijeka Faculty of Law, LL.M. in Ocean and Coastal Law at the University of Miami School of Law, LL.M. in the Maritime Law and Law of the Sea at the University of Split, Faculty of Law and Ph.D. degree in Maritime Law from the University of Split, Faculty of Law. As a UN fellow he spent one year in the United States and worked in the United Nations Office of Legal Affairs in New York City. Dr. Vio has published papers covering various fields of the international law of the sea and maritime law. He was the editor of the volume “Maritime Code of the Republic of Croatia and Recent Developments in the Area of Maritime and Transportation Law”. As an invited speaker he participated with presentations at various national and international conferences. He is the Secretary General of the Croatian Maritime Law Association and a Titulary Member of the CMI.

## SYMPOSIUM

### *The Matter of Logistics in Maritime, Port and Transport Sectors*

#### WELCOME ADDRESS AND OPENING REMARKS

#### ALBERTO PASINO

##### BIOGRAPHY

Alberto Pasino has been a Partner of Zunarelli Studio Legale Associato from its foundation. He is Resident Partner of the Firm's Trieste Office since 1996, in 2006 he started up – and still collaborates with – Zunarelli's Office in Shanghai, where he lived for a long time. He is a member of the Managing Board of the Firm. His main areas of practice are maritime and transport law, commercial law, civil law, litigation and arbitration. He has vast experience in litigation and arbitration with regard to terminal operator liability, multimodal, sea and land transport, international freight forwarding, yachting and building contracts. He also advises in the fields of direct foreign investment and of international trade with China. Alberto Pasino is an active member of several associations. He is the Friuli Venezia Giulia territorial representative of *Associazione Studi Legali Associati (ASLA)*, and coordinator of its Transport Group. He is a member of *Associazione Italiana Diritto Marittimo (AIDIM)* and, since 2015, of the Steering Committee of the journal *Il Diritto Marittimo*. He is also a member of *Union International des Avocats (UIA)* and vicepresident of its Transport Law Committee. He holds seminars at university and master degree courses on transport law, maritime law and international commercial law, and has published many articles on those subjects. He has been a member of the committee appointed by the Italian Ministry of Infrastructures and Transportation for the drafting of the Italian Yachting Code. He obtained his law degree from the University of Bologna in 1992, was admitted to the Trieste Bar Association in 1995, and qualified to represent Clients before the Italian Supreme Court in 2008. He is a member of the Board of Directors of *Società dei Concerti di Trieste* (Trieste Music Society).

**SPEECHES**

**PINO MUSOLINO**

**ABSTRACT**

**Critical Issues of Italian Port Reform and the Relevant Role of Port Authorities  
in Logistics and Intermodal Sector**

The Italian port system has recently been amended by Legislative Decree no. 169 of 4 August 2016 in implementation of the delegation provided by art. 8, first paragraph, lett. F) of Law 7 August 2015, no. 124 concerning the reorganization of state administration in order to rationalize and simplify the discipline of port authorities. The need to make ports more competitive and to facilitate traffic growth and intermodality had already been included among the objectives of the 2015 National Strategic Plan on Logistics and Port System. The speech highlights, almost a year after the entry into force of the Legislative Decree, the problems and the challenges encountered by the newly established System Authority in the daily application of the novelties introduced by the reform. In particular, the intention is to analyze the interpretation issues concerning the Management Committees and particularly the possibility of appointing mayors of municipalities included in a port system, or even the verification of possession of the technical requirements established. A second issue, especially for the port of Venice, is the role of Special Agencies belonging to local Chambers of Commerce (in ports where no Port Authorities was established) which, after the reform, were incorporated in a Port Authority, implicating some misinterpretation of roles and functions. Other than this criticalities, the reform also had the merit to focus on the major issue of logistics and hinterland, with particular emphasis on the Port Authorities task of promoting forms of connection with the port and hinterland logistic systems. Port Authorities can also take part as a minority shareholder, in initiatives aimed to promote logistics and intermodal links, which are functional for the development of the port system, pursuant to art. 46 of decree no. 201 of the 6 December 2011.

**BIOGRAPHY**

Pino Musolino, President of the North Adriatic Sea Port Authority, was born in Venice in 1978. He graduated in 2006 in Law at the University of Bologna and in 2010 he achieved the master's degree in "*International Commercial and Maritime Law*" at the University of Wales, Swansea. Up to March 2017, he worked as Corporate Insurance Risk Manager for the Middle East area at Hapag Lloyd with the tasks of management, development, coordination and control of claims and P&I complaints. From 2012 to 2016, he worked as Senior Claims Manager and Average Adjuster at

Atlantis International Services NV in Antwerp taking care of, among other things, legal advice on international transport focusing on its maritime side, and management and coordination of complaints on behalf of the principal Belgian and global maritime insurers. In the 2011-2012 period, he worked as Sales and Contracts Manager at Mechel Service Belgium BVBA in Antwerp, a multinational leading company in the production and sale of raw materials. Here he dealt with the development and expansion of the Spanish, Portuguese and Scandinavian markets. He was also responsible for planning and supervising sales, organizing the logistic chain and providing a full customer-oriented service. In 2010-2011 he worked as assistant to the General Manager of the Venice Provincial Administration whilst simultaneously coordinating the legal and administrative aspects of the internal Auditing and Organizational Development Office. Here he also served as paralegal at the Legal Office from 2007 to 2009. From 2014 he is a member of BVZ - Belgische Vereniging voor Zeerecht and of the Association of Average Adjuster - United Kingdom.

## PROF. DR. ANGEL MARTÍNEZ GUTIERREZ

### BIOGRAPHY

He is a Chaired Commercial Law Professor (2012) at the University of Jaen. He holds a Law Degree with Honors at the same University (1996). Doctor in Law from the University of Bologna (Italy) where he received a Summa Cum Laude from the panel in 1999. Avvocato Mario Jacchia” Prize for the best doctoral thesis in Commercial Law given by this Italian University during the academic year of 1998/99. He also was awarded with Honorable Mention of UNICAJA Prize regarding Agricultural Research in 2011. He is jurist and specialist in Industrial and Competition Law. He is an author of almost a hundred of technical-legal reports about business and commercial subjects. He is a teacher responsible for the management of several research contracts with Public Institutions and National and International Private Companies, which provide legal and technical assistance in commercial affairs.

## MARCO LENTI

### ABSTRACT

**Logistics and E-Commerce: New Challenges and Old Contracts.**

The growth of the e-commerce as virtual place where buying and selling goods entails the development of new approaches on the organization of the logistic supply chain, and involve different stakeholders. The purpose of the speech is to examine the effects of these new approaches on the traditional contracts models (freight forwarding, shipping, warehousing, logistics etc.) and to examine rights and liabilities of the stakeholders in the B2B and B2C relationships.

#### BIOGRAPHY

Qualified as lawyer since 2002, member of Studio Legale Mordiglia since 2004, he focuses mainly on international and commercial transportation law, and customs. In particular, he has developed a deep expertise on the laws that regulate combined and intermodal transportation, as well as road regulations, offering his assistance to many leading and foreign operators. He works in the Milan's office of Studio Legale Mordiglia and he is an active member of AIJA (*Association Internationale des Jeunes Avocat*) and of Propeller Club of Milan: he often speak at national and international conventions and writes articles on specialist magazines such as *Euromerci*, newspaper of *Assologistica*.

## ANDREA CUNEO

#### ABSTRACT

##### **Port Labour in Italy - Temporary Work Providers and Liability**

The presentation will go through the dispositions of d. lgs. 84/1994 (so called "Port Law") regarding port labour in Italy, with focus on the relationship between authorized operators as defined by art. 16 and temporary work providers as defined by art. 17. In particular, it will be analyzed how Italian port law deals with the allocation of liability with reference to the services rendered by temporary work providers. In Italy, Port Law regulates all the aspects related to the port operations and port services, including temporary work. There are however some issues not directly tackled by Port Law on which, instead, each Port Authority has adopted its specific regulations. Port operators must therefore abide not only to general principle of laws provided by Italian Labour Law and Port Law but also to the regulations of the Authority of their ports. In some circumstance this may generate interpretation issues, especially in consideration of the fact that each port has also its own practice that non always is consistent with the disposition of law.

#### BIOGRAPHY

Andrea Cuneo assists national and international clients, including insurance companies, P&I Clubs, sea carriers and land couriers, maritime agencies and freight forwarders, on different legal aspects and issues, with particular reference to commercial and company law, insurance law, maritime and transportation law. Andrea Cuneo has been a member of LCA Law Firm since 2014. Before joining LCA, he cooperated with a Genoa-based associated law firm where he has developed a strong expertise in the shipping, national and international transportation and insurance law sectors. Andrea Cuneo graduated in 2009 in Law at the University of Genoa. In 2011 he obtained an LL.M in Maritime Law at UCL University College London (2011) with a dissertation in Multimodal Transport.

#### ALESSANDRA LACONI - DANIELA FOGLIANO

#### ABSTRACT

##### **New Recovery Tools (also) for Transport and Logistics Operators under Italian Law after Hanjin Shipping Bankruptcy.**

Business continuity has always been a cornerstone principle in all economic sectors. In the maritime, port and transport field, the bankruptcy of the Hanjin shipping line has thrown operators and retailers around the world into confusion, with giant container ships marooned and merchants worrying whether hundreds of tonnes of goods being carried by the South Korean company will reach shelves. In this scenario, traders (and carriers) in critical difficulties have to consider all the recovery tools provided by their national law in order to avoid the bankruptcy and keep them afloat. At the end of 2016 the European Commission issued a proposal for a Directive on preventive restructuring frameworks, second chance and measures to increase the efficiency of restructuring, insolvency and discharge procedures (proposal COM(2016) 723 final, 2016/0359 (COD) of 22 November 2016). Moreover, in order to reach a higher degree of harmonisation in insolvency law, the European Court of Justice (case C-546/14, judgment of 7 April 2016, *Degano Trasporti s.a.s. di Ferruccio Degano & C. in liquidation*) affirmed that national legislations can be interpreted as meaning that an insolvent trader may apply to a court to open a procedure for an arrangement with creditors for the purpose of settling its debts by liquidating its assets, in which that trader offers only partial payment of a VAT debt. The aim of this study is to analyse the newest available instruments to allow Italian transport and logistics operators to take action before they get into serious difficulties, offering an evaluation of the possible criminal implications.

## BIOGRAPHY

### Alessandra Laconi

Alessandra is a Lawyer of the Rimini Bar Association since 2014. She is also Teaching Assistant in Air and Commercial Law, School of Engineering and Architecture, University of Bologna, Campus of Forlì. She attended the Postgraduate Master Course in Business Ethics and Corporate Social Responsibility organized by the University of Siena. She provides legal advice and assistance with reference to Corporate Law, Bankruptcy Law, Civil Litigation, Banking Law, Insurance Law, EU Law, International Contracts & Trade Law to insolvency administrators, insurance companies and other companies working, *inter alia*, in the fields of transport, fashion, import-export, hospitality and music industry. She is a member of the Editorial Staff and contributor of *"The Aviation & Space Journal"*, a quarterly journal published in cooperation with the University of Bologna (Editor: Prof. Anna Masutti). Alessandra wrote articles, papers and case comments for scientific journals and book series (*"Diritto dei Trasporti"*, *"Marine Aviation & Transport Insurance Review"*, *"Il Diritto Marittimo – Quaderni"*, *"The Journal of International Maritime Law"*, *"The Aviation & Space Journal"*). She can work and write in Italian, English, French and Spanish.

### Daniela Fogliano

Daniela is a Lawyer of the Ancona Bar Association since 2013. She attended the National Penitentiary School for Criminal Lawyers (*i.e.*, the 3rd Specialist Training Course of the Criminal Lawyer), a two-year training course organized by the Union of the Criminal Chambers of Italy (UCPI) together with the University of La Sapienza in Rome, according to Article 9 of Law No 247 of 31 December 2012 for the purpose of obtaining the title of Specialist Lawyer. She successfully passed the final exams. She provides legal advice and assistance with reference to Criminal Law, Bankruptcy Law and Family Law (also due to the formation training stage attended in 2010 in Bologna at Court of Minors, aimed at acquiring knowledge and working experience in the juvenile justice system in its various civil and criminal aspects, through preparation of acts and execution of service activities at chambers, assisting audiences in civil and criminal hearings, carrying out activities related to the preparation of dossiers for hearings and verification of procedural regularity). She is a member of Association *"Fatto e Diritto"* (Fact and Law). She has been rapporteur and organizer (with the Fact and Law Association) of the Conference *"Bioethics and Biodiritto penale"*, occurred in Ancona the 30 June 2016 with Prof. Stefano Canestrari (Ordinary Professor for Criminal Law at the University of Bologna) and Prof. Mantovani (Professor of Criminal Law at the University of Bologna). She also wrote some articles for the magazine on line *"Fatto e Diritto"*. She can work and write in Italian and English.

**ALESSANDRO VACCA**

**ABSTRACT**

**Recent Evolution of Provisions Regarding Logistics  
and Road Transport Sectors in Italy**

The presentation will briefly analyze some of the recent provisions which have modified the legislative scenario regarding logistics and road transport sectors in Italy. In particular, the focus will be put on provisions introduced by Law 23<sup>rd</sup> December 2014, no. 190, with regard to limits to subcontracting in road transport sector, to the role of logistic operators, to the repeal of the fixed tariffs system applicable to road transport services. Furthermore, the analysis will regard some problematical issues regarding road transport sector both at national and EU level, with particular regard to road cabotage and posting of workers provisions.

**BIOGRAPHY**

After an internship at a leading International law firm in Roma, in November 2008 Alessandro Vacca joined Z&A offices in Bologna, becoming Associate of the Firm in May 2012. His practice mainly focuses on both judicial and extrajudicial advising on transport, administrative, civil and commercial law. Graduated with honours at the University of Bologna, on February 2012 he has obtained a degree from the Postgraduate School of Studies on Public Administration (SPISA) in Bologna, with a thesis titled “General Requirements in Public Procurement: Issues Related to Article 38 of Legislative Decree no. 163/2006”. He has obtained a Ph.D. in Transport Law (program called “State, Individual and Services in the European and International Law System”) on June 2015 from the University of Bologna, with a thesis titled “The Road Transport of Goods on behalf of a Third Party: Tariffs and Development Perspectives”. He is a member of the Bologna Bar Association.

**DISCUSSION AND FINAL REMARKS**

**PROF. AVV. STEFANO ZUNARELLI**

**PROF. DR. RHIDIAN THOMAS**

**Saturday**  
**24<sup>th</sup> June 2017**

**MASTERCLASS**

**DR. JULIA CONSTANTINO CHAGAS LESSA**

**ABSTRACT**

**Third Parties Responsibilities in Regards to Abandonment of Seafarer**

The Maritime Labour Convention (MLC) amendments concerning abandonment of seafarers came into force on the 18<sup>th</sup> of January 2017, something long sought by seafarers' representatives. The Convention is already considered a success, being referred to as a 'super convention' or 'seafarers' bill of rights', and the amendments have received similar reception. Although it is an international legal instrument, the Maritime Labour Convention also establishes, for contracting states, soft guidelines on how its provisions should be implemented. Essentially, the MLC recognises that seafarers are transnational workers and that different states are entitled to adopt varying approaches to achieving the objectives of the law where the seafarer is concerned. Abandonment of seafarer from a legal point of view is a contractual breach committed by the employer, whereas from a moral point of view, it is the employer severing their responsibility for their employees, or anyone connected to the employment relationship for this matter. This presentation will focus on the transnationality of seafarer, using 'abandonment of seafarer' as a platform for such scrutiny. This presentation will analyse the responsibilities of selected third parties, i.e. flag states, port states, classification societies and P&I Club, in the employer-worker relationship in preventing abandonment from occurring, or in providing assistance when abandonment does happen.

**BIOGRAPHY**

Dr. Julia Constantino Chagas Lessa completed her PhD at City, University of London. She currently teaches International Commercial Law at the University of Westminster and carriage and marine insurance at the University of East Anglia. Prior from joining academia, Julia practiced law in Brazil where she is a qualified lawyer, having worked with clients such as HSBC, Citibank, BNL, Amway among others. She is a keen public speaker and a regular contributor to academic journals. Julia is also currently involved in different projects focused in disseminating quality research across the world.

## PRESENTATIONS

-  
SESSION V

### PROF. DR. ERSIDA TELITI

#### ABSTRACT

#### **The Liability of the Parties in Travel Package Contracts. The Efforts towards Damage Compensation Practice**

Towards years, tourism has been an important field of a growing economy, with direct effect on the state's incomes and to individual ones. The income's from tourism of 2016 according to various data are nearly 1, 5 milliard euro. This means a lot for a country as Albania, but not in the case that most of Albanians spend their moneys outside their country. Travel package contract means a contract which: a) provide or offer to provide to the consumer, within a comprehensive price, a per-arranged combination of not fewer than two of the following elements: i.) transport; ii) accommodation; iii) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package; b) when the service covers a period of more than twenty-four hours or includes overnight accommodation at least. Even though, our Law On Consumer Protection has good provisions on travel package contracts, nearly fully harmonized with the Directive 90/314/EC, the market in this field is still informal. There aren't written contracts, the consumers do not know their rights and the organizers/ sellers do not take their own responsibilities. These key factors are directly related to the right of the consumers to be compensated for the damages caused during this period. This article analyzes the role and the responsibility of the organizers and/or sellers towards consumers, their own liability and the joined liability of the third parties. In the spirit of ECJ case-law we will discuss on the figures of material and non-material damages, explaining the gap of practice in this field in Albania.

#### BIOGRAPHY

Born in Durres, Albania in 1984, she had finished Faculty of Law, University of Tirana, awarded with "Golden Medal", as one of top 5 students of the University. In 2013, she finished her Ph.D in "Consumer Contracts (Consumer Credit and Travel Package contract)". From 2015 she got the Associated Professor title, from the Faculty of Law, University of Tirana. From 2006 she has been involved in teaching, as full time lecturer in University of Durres and University of Tirana, with special focus on Obligations and Contract Law and Consumer Law. Further, she has been as a national expert, in different issues related to consumer protection, in collaboration

with Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) Albania, Serbia and now Macedonia. She has got the licence of the advocate and mediator, and has got different trainings in being an international mediator, especially on conflicts within one party is the community. As the Executive Director of the Centre “Albanian Consumer”, she is implementing the project “Improving the quality of the urban transport service in the Municipality of Durrës”.

## ELSON THANA

### ABSTRACT

#### **Current Trends of Maritime Transport in Albania**

Maritime covers about 80% of world transport. This kind of transport is considered as one of the most important activity for determining the economic and social development of a country. In this field in order to be more secure and less complex it is necessary to establish, develop and consolidate the legal, institutional and infrastructural system in this field. Maritime legal system governs the legal relations, economic and social developments in the field of maritime, setting rules on the rights and obligations of entities that operate marine and legal responsibility over maritime space. These relationships are established and developed with the exercise of maritime activities and regulate the safety, security of lives during maritime transport, preserving and protecting the marine environment from damage and the protection from exploitation of marine resources etc. In the framework of the strategy of the Republic of Albania for integration in the European family and in order to facilitate a regular and harmonious development in the maritime field, the government has planned the completion of entire national legal framework to be in line with the European and international level. This has brought the Republic of Albania to the ratification of many important international Conventions and Protocols as well as drafting and approving many laws and by-laws for normal functioning of maritime activities. Despite this, these laws and bylaws will not have any value in the absence of an efficient administration that would ensure their strict implementation and without proper logistic and infrastructure. This paper will make an analysis of the present state of maritime transport system in Republic of Albania and the future developments of the legal maritime system, improvement of the institutional framework and upgrade of port infrastructure.

### BIOGRAPHY

Elson Thana is currently pursuing his PhD in Business Law at the European University of Tirana, Faculty of Law (Albania). His research focuses on the legal implications of Maritime Transport in Albania. He graduated with a combined Bachelor and Master Degree in Law from

University of Tirana, Faculty of Law in 2006. In 2016 he obtained a II Level Master Degree in Law (LLM) on Maritime Law from Lund University in cooperation with World Maritime University (WMU) in Sweden with the main object to have god knowledge on different convention, international organizations which govern activities on and in the oceans to present different aspects of activities related to shipping, operation of ships, collision, towage and the liability regime in shipping and the different legal aspects related to the environment impact by the operation of ships, after collision and the liability regime in shipping and oil pollution. As a keen public speaker, Elson has recently presented different papers on 1st Annual International Interdisciplinary Conference 24-26 April 2013, University of Azores Island, Ponta Delgada with the subject on Maritime Transport and Sustainable Development (University of Azores, Portugal), International Conference “Collaboration on Environmental Protection and Development of Coast Guard Functions in the Adriatic and Ionian Seas (Budva, Montenegro), “The third Adriatic conference on spill prevention, preparedness and response” (ADRIASPILLCON 2016, Opatija) with the view of “Albania in the framework of OPRC – The present state and future actions”. He has had a few articles published in academic journals. He is a member of the Albanian National Chamber of Lawyers and working with Maritime Transports Policies in Ministry of Transport and infrastructure.

## MEREL VAN DE POEL

### ABSTRACT

#### **The Implications of the Nature of the Direct Action**

The ECJ’s coming preliminary ruling in the case of Assens Havn versus Navigators Management Ltd is concerned with the question whether art. 13(5) jo. 14(2)(a) Brussels I Regulation mean that a third injured party is bound by a jurisdiction clause in the insurance contract between the insured and the insurer. The case raises questions regarding (marine) insurance law, private international law and maritime law. This research focusses on the impact of the nature of the right to the direct action on a forum clause and on the applicable law. Regarding the forum clause, the situation of Assens Havn may be similar to that of a third party holder of a bill of lading in cargo claims, so that the ECJ’s rulings on bill of lading-cases becomes interesting. The ECJ ruled that a third party holder of a b/l can be bound to the forum clause in the carriage contract if all parties consented to him being bound, or if, under national law, he can be held to have succeeded to the shipper’s rights. As a result, the nature of the direct action seems to become relevant for the question whether a third party can be bound by the forum clause in a contract. However, the nature of the direct action could then also be relevant for the applicable law. Because if the direct action is an independent right and cannot be conceived of

as a contractual right, what does that then mean for the choice of law clause in the insurance contract? Additionally, there are maritime conventions which provide for a direct action. This may lead to the concurrence of the convention with Brussels I, which raises the question whether the nature of the direct actions provided for is similar, and if not, how that concurrence could be resolved.

#### **BIOGRAPHY**

Merel van de Poel is LL.M.-candidate Maritime and Transport Law at the Erasmus University Rotterdam (EUR) in the Netherlands. She obtained her LL.B. there in Dutch Law in 2016, and she is BA-candidate for Philosophy of Science at the EUR. During her master study, Merel was elected for the Thesis Project of the master and for Research Lab, a course for PhD-candidates, opened for a select number of master students at the Erasmus Graduate School of Law, both aiming to improve academic skills and to write a research proposal. Merel's research currently focusses on topics bridging between maritime law and insurance and was a speaker at the LUMLPG in April in London this year. She is also interested in topics related to legal theory and philosophy of science. She hopes to pursue an academic career.

## **DR. FEDERICO FRANCHINA**

#### **ABSTRACT**

#### **The Cape Town Convention (2001) and Shipping Law**

The Cape Town Convention on International Interests in Mobile Equipment, is an international treaty intended to standardize transactions involving movable property. The treaty creates international standards for registration of contracts of sale (including dedicated registration agencies), security interests (liens), leases and conditional sales contracts, and various legal remedies for default in financing agreements, including repossession and the effect of particular states' bankruptcy laws. Problems indeed arise from the fact that legal systems have different approaches to securities, title retention agreements and lease agreements, which creates uncertainty for lending institutions regarding the efficacy of their rights. The harmonisation and modernisation of the regime for secured transactions concerning the classes of mobile assets of high value covered by the Convention and the Protocols confer substantial economic advantages for market participants through reliable position for the secured creditor which in turn leads to an increase in the availability of financing and to a reduction of its costs. The Cape Town Convention and its Protocols do not provide any cover for vessels. To this end an extension of this Convention would be a solution to several legal issues encountered in shipping finance and its cross-border transactions, especially through the reduction of the risk of non-

recognition of ship mortgages or hypothecations under a foreign law of the flag or through a more efficient harmonised system of registration and priorities. It could avoid the highly contentious issue of maritime liens, i.e. non-consensual security over ships. For example, the registration of maritime liens may give more certainty (for financiers, for creditors, for customers, etc.) attempting to avoid the negative consequences that the enforcement of maritime liens has on the entire business of shipping company.

#### BIOGRAPHY

Federico Franchina is a Ph.D. (2016) in maritime, air and transport law at the University of Messina with a final dissertation on the topic “Limitation of Liability for Maritime Claims” and with a sixth-month studying period at Maritime Law Institute of Oslo (Norway). He obtained an LL.M. (2011) on maritime, air and transport with a dissertation on “Piracy: brief comments”, attending a major law firm in London and a major insurance company ever in London. He is also a teaching assistant of Maritime Law, Air Law, Company Law and Insurance at University of Messina. He was awarded as a Rotary Club Young Emerging (2011). He is an expert (2013) of Italian Ministry of Transport and Infrastructure based in Rome and also an expert (2014) of European Agency on Aviation Safety based in Köln (Germany). He is a fellow (2015) at Institute for Studies in International Politics (ISPI), a *think tank* based in Milan (Italy) advising on energy, oil & gas and transport issues and he is also a legal expert (2017) at Eurocontrol, an international organization based in Brussels (Belgium) that deals with air traffic control in 47 European and non-European countries. Federico Franchina has published works, papers and articles on issues regarding transport, international relations, energy company and bankruptcy law and he even attended as speaker to several conferences and seminars on these topics around the world. He is also a lawyer admitted at Messina Bar (2011) advising public and private clients on transport, company, bankruptcy and energy law issues.

## MATTEO BRUNO SCANNAPIECO

#### ABSTRACT

#### **The Multimodal Transport Regime: a Comparative Perspective Between National**

The evolution of the means of transport, the latest discoveries in the information technology, the globalisation of the demand and supply scheme and, most of all, the important role played nowadays by the container have had a serious impact on the transport practice which had to be followed by corresponding changes in the law of transport. The shipping of goods from place

to place, known as “door to door”, are performed by combined transports which may take a variety of forms, the most effective of which is the so-called “multimodal transport” concluded by one single contract, under a single transport document, but performed by at least two modes of transport. Despite the wide use of this transport scheme there is a lack of uniform law on the subject as the United Nations Convention on International Multimodal Transport of Goods has not entered into force yet since only 7 nations of the 30 necessary have accepted it. Due to the absence of a truly international regime on multimodal carrier liability, regional, subregional and national laws have been created. With regards to the latter, the paper will be focused on the analysis and comparison of the national solutions offered by the German, Dutch and Italian legal systems in order to provide a possible starting point for a common European approach on the subject on the example of what achieved in Southern America with the Andean Multimodal Regime.

#### BIOGRAPHY

Matteo Bruno Scannapieco was born in Salerno in 1989. He graduated in Law in 2015 at the *University of Salerno*, qualifying cum laude, with a thesis on “*Multimodal transport and Competition Law related issues*” supervised by Virginia Zambrano, full professor in Comparative Private Law. In 2010 he spent a semester at the *University of Heidelberg* and in 2012 he obtained a “*Diplôme de 1er cycle de droit comparé*” at the *International Faculty of Comparative Law in Strasbourg*. After graduation, he did an internship in Brussels at “*De Berti Jacchi Franchini Forlani*” law firm dealing with Competition law. He joined “*Studio Legale Lauro*” as a trainee lawyer in Naples in late 2015. In 2016 he held a lecture in Salerno addressed to lawyers on the subject of “*Arbitration clause and the bill of lading*”. He is a member of *The International Propeller Club Port of Salerno*. He is currently *Ph.D student* and teaching assistant in *Comparative Law* and *Maritime Law* at the *University of Salerno* and his doctoral thesis is focused on the topic of “*Maritime Liens and Mortgage*”. Part of his researches will be carried out at the *University of Aix-Marseille*. He speaks Italian, English, French and German fluently.

## ALESSANDRO TORELLO

#### ABSTRACT

### **The Application of the Freedom of Transit Principle in Two Italian Border Cities: Gorizia and Trieste**

The purpose of this article is to provide a concise analysis of the application of the freedom of transit principle in two Italian border cities: Gorizia and Trieste. The freedom of circulation of goods is one of the fundamental international trade principles which was embraced by the

GATT (General Agreement on Tariffs and Trade) in 1947, and later, underlined by the European Community/European Union as one of “the Four Freedoms of Circulation” (along with the freedom of movement of persons, services and capital). Particular attention is paid to Gorizia as a would-be international logistic hub, and to Trieste as a Free Port – i.e. an international port able to guarantee a wide range of fiscal advantages and customs privileges. A multidisciplinary approach is used in order to combine legal issues with economic and historical features.

#### **BIOGRAPHY**

Alessandro Torello is a named expert in International Trade Law and Finance at the University of Macerata in Italy. He has previously cooperated with the University for Foreigners of Perugia as a named expert In Economics and Techniques of International Commerce. Having graduated in Political Sciences at the University of Bologna in 2005, he ended cum laude two M.A.s at the University of Siena: the first in “European Studies” (2010) and the second in “International Relations” (2014). In 2011 he completed an M.Sc. which was taught entirely in English language at the Graduate School of Political Sciences at the University of Siena. His academic background also includes other Masters in Socio-economic and International disciplines (e.g. Master in “Middle Eastern Studies” obtained at the University of Urbino in 2007). He has worked as a Customs and International Trade expert and consultant for more than ten years (including for various multinational groups), along with studying and working abroad (Ireland, Slovenia and Spain). He is fluent in English and Spanish, and has a basic knowledge and understanding of Slovenian.

### **CLOSING CEREMONY**

**PROF. STEFANO ZUNARELLI**

**ADJ. PROF. DR. MASSIMILIANO MUSI**