



联合国国际贸易法委员会

第五十届会议

2017年7月3日至21日，维也纳

与贸易法委员会工作相关的近期著述书目*

秘书处的说明

目录

| | 页次 |
|----------------------------|----|
| 一. 综述..... | 2 |
| 二. 国际货物销售..... | 4 |
| 三. 国际商事仲裁和调解..... | 17 |
| 四. 国际运输..... | 29 |
| 五. 国际支付（包括独立担保和备用信用证）..... | 31 |
| 六. 电子商务..... | 32 |
| 七. 担保权益（包括应收款融资）..... | 34 |
| 八. 采购..... | 35 |
| 九. 破产..... | 36 |
| 十. 国际建造合同..... | 38 |
| 十一. 国际对销贸易..... | 38 |
| 十二. 私人融资基础设施项目..... | 38 |
| 十三. 网上争议解决..... | 38 |

* 带有详细说明的最新合并书目可在以下网页在线查阅：www.uncitral.org/uncitral/publications/bibliography.html。



一. 综述

Audit, M. and others. *Droit du commerce international et des investissements étrangers*. 2nd ed. Issy-les-Moulineaux, France, LGDJ, 2016. 810 p.

Ávila Vallecillo, J.A. ¿Cómo se armoniza el derecho mercantil internacional? *Revista de derecho* (Tegucigalpa, Honduras) 36:1:8-19, 2015.

Basedow, J. Internationales Einheitsprivatrecht im Zeitalter der Globalisierung. *Rebels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen, Germany) 81:1:3-31, 2017.

标题翻译：全球化时代中的国际统一私法。

Belhadj, M. and C. Montineri. UNCITRAL at 50. *Revista de arbitragem e mediação* (São Paulo) 13:50:569-580, 2016.

Bergsten, E.E. Experiential education through the Vis Moot. *Journal of law and commerce* (Pittsburgh, Pa.) 34:1:1-15, 2015.

Carbone, S.M. Rule of law and non-State actors in the international community: are uniform law conventions still a useful tool in international commercial law? *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:2-3:177-183, 2016.

Castellani, L. アジアにおける取引法改革と UNCITRAL の役割: 比較法的視点からの所見. *Revue de droit comparé = Comparative law review* (Tokyo) 50:2:171-185, 2016.

标题翻译：亚洲贸易法改革和贸易法委员会的作用：从比较律师的角度观察。

Cuniberti, G. La Lex Mercatoria au XXI^e siècle : une analyse empirique et économique. *Journal du droit international* (Paris) 143:3:765-780, 2016.

Dennis, M.J. and J.M. Pliego Ramos. Simplified company: creating an enabling legal environment for micro-, small-, and medium-sized enterprises: simplified incorporation and registration. *Arizona journal of international and comparative law* (Tucson, Ariz.) 33:71-92, 2016.

Efrat, A. Legal traditions and nonbinding commitments: evidence from the United Nations' model commercial legislation. *International studies quarterly* (Oxford, U.K.) 60:4:624-635, 2016.

_____. Promoting trade through private law: explaining international legal harmonization. *Review of international organizations* (Heidelberg, Germany) 11:3:311-336, 2016.

Eppur si muove: the age of uniform law. Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday. Rome, UNIDROIT, 2016. 2 vols.

Gross, C.M. News from the United Nations Commission on International Trade Law (UNCITRAL): UNCITRAL towards the end of 2016. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:4:720-734, 2016.

Karasiński, K.D. Komisja Narodów Zjednoczonych ds. Międzynarodowego Prawa Handlowego: ogólna charakterystyka, przykłady prac oraz rola Polski w pracach Komisji. Rzeszów, Poland, Uniwersytet Rzeszowski, 2015. 135 p. Thesis (LLM) - Faculty of law and administration, University of Rzeszów (2015).

标题翻译：联合国国际贸易法委员会：特点、工作实例和波兰在委员会工作中的作用。

_____. Wskazane reformy dotyczące rejestracji działalności gospodarczej na przykładzie rejestracji spółek z ograniczoną odpowiedzialnością: wybrane przykłady prac i grupy roboczej komisji narodów w zjednoczonych ds. Międzynarodowego prawa handlowego (uncitral). *Wiedza prawnicza* (Łódź, Poland) 3:96-107, 2015.

标题翻译：企业注册方面的最佳做法：贸易法委员会工作的一些特选示例。

Kenfack Douajni, G. Address to the Sixth Committee of the General Assembly. (Chairperson of the 49th session of UNCITRAL) 10 October 2016.

Knieper, J. The UNCITRAL decision-making process or advocating for multi-lateral rule-making. In *Liber amicorum: Gašo Knežević. T. Varady et al.*, eds. Beograd, Univerzitet u Beogradu, 2016, Ch. IV, p. 654-670.

Kozolchik, B. Introduction and summary: the second colloquium for the harmonization of commercial law in the Trans-Pacific region: a summary and analysis of its proceedings and of future steps. *Arizona journal of international and comparative law* (Tucson, Ariz.) 33:1-24, 2016.

Mallard, G. and J. Sgard, eds. *Contractual knowledge: one hundred years of legal experimentation in global markets*. Cambridge, U.K., Cambridge University Press, 2016. 403 p.

Mandala, S. Harmonisasi hukum perdagangan internasional: sejarah, latar belakang dan model pendekatannya. *Jurnal bina mulia hukum* (Bandung, Indonesia) 1:1:53-61, 2016.

标题翻译：国际贸易法的协调统一：历史、背景和方法模式。

Milassin, L. Az ENSZ Nemzetközi Kereskedelmi Jogi Bizottság (UNCITRAL). Győr, Hungary, Universitas-Győr, 2016. 247 p.

Sandoval López, R. *Derecho comercial: tomo IV: derecho comercial internacional*. Santiago, Editorial Jurídica de Chile, 2015. 465 p.

Șandru, D.-M. *Dreptul comerțului internațional*. 4th ed. București, Editura Universitară, 2016. 250 p.

标题翻译：国际商法。

Serpa Soares, M. de. Practising international law at the United Nations: statement to commemorate the 90th anniversary of Unidroit, Rome, 15 April 2016.

Yuan, B. A law and economics approach to norms in transnational commercial transactions: incorporation and internalisation. *Erasmus law review* (Den Haag) 1:5-17, August 2016.

二. 国际货物销售

Alarcón, E. Arbitraje internacional, derecho aplicable y CNUCCIM: perspectiva Dominicana. *Gaceta judicial* (Santo Domingo) 20:358:22-27, 2016.

Assaduzzaman, A. Legal issues in the application of CISG in online sale (e-commerce) contracts. *Computer law & security review* (Amsterdam) 32:6:840-851, 2016.

Atiya, W.K.

مفهوم المخالفة الجوهرية في عقود البيع الدولية.

Al-Qadisiya journal (Al Diwaniyah, Iraq) 2:31-86, 2011.

Ávila Vallecillo, J.A. ¿Cómo se armoniza el derecho mercantil internacional? *Revista de derecho* (Tegucigalpa, Honduras) 36:1:8-19, 2015.

Avis no 16-12 relatif à une demande d'avis d'un avocat portant sur l'application du plafond légal des délais de paiement dans un contexte international. *Le portail de l'économie et des Finances* (Paris) 24 June 2016.

Azeredo da Silveira, M. Trade sanctions and international sales: an inquiry into international arbitration and commercial litigation. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2014. 416 p.

Barrocas, M.P. A lei portuguesa e a Convenção de Viena de 1980. *Lexology* 10 March 2016.

标题翻译：葡萄牙法律与《销售公约》（1980）。

Baturina, A. Смешанный договор: сравнительно-правовое исследование. *Сибирский юридический вестник* 70:3:97-103, 2015.

Beheshti, R. A comparative and normative analysis of the remoteness test in the availability of significant remedies in international sales transactions. *Journal of business law* (London) 4:289-310, 2016.

_____. Price reduction versus damages: a battle without a winner. *Uniform law review* = *Revue de droit uniforme* (Oxford, U.K.) 21:2-3:216-237, 2016.

Boele-Woelki, K. Party autonomy in litigation and arbitration in view of the Hague Principles on Choice of Law in International Commercial Contracts. *Recueil des cours* = *Collected courses of the Hague Academy of International Law* (Leiden, The Netherlands) 379:35-72, 2015.

- Bourdeaux, G. and others. Droit du commerce international. *Semaine juridique* (Paris) 39:1773-1779, 2016.
- Brabant, S. Setting human rights standards through international contracts. Speech delivered at the UNCITRAL Regional Centre for Asia and the Pacific (RCAP) Trade Law Forum, Incheon, May 2016.
- Brown, M.C. and others. Contract disputes and the international sale of goods. *Commercial law newsletter* (Chicago, Ill.) April 21, 2016.
- Burnett, R. and V. Bath. Law of international business in Australasia. Sydney, The Federation Press, 2009. 519 p.
- Bussani, M. and others, eds. Comparisons in legal development: the impact of foreign and international law on national legal systems. 日内瓦; Zurich, Schulthess, 2016. 248 p.
- Cai, S. 我国仲裁机构遵守 CISG 保留事项的必要性. *Collection of Essays at 'Decision-Making Forum - Academic Seminar on Innovations and Analysis in Public Policy'* (China) Vol. 1:226-227, 23 September 2016.
- Çakirca, S.İ. Passing of risk according to the United Nations Convention on Contracts for the International Sale of Goods and the new Turkish Code of Obligations from a comparative perspective. *Gazi Üniversitesi Hukuk Fakültesi Dergisi* (Ankara) 16:4:91-115, 2012.
- Calliess, G.-P. and I. Buchmann. Global commercial law between unity, pluralism, and competition: the case of the CISG. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:1:1-22, 2016.
- Camilo, G.V. de G. A uniformização do direito do comércio internacional e o uso de comunicações eletrônicas em contratos. *Revista eletrônica de direito internacional* (Brazil) 17:130-158, 2016.
- 标题翻译: 国际贸易法的协调统一和电子通信在合同中的使用。
- Cao, L. 《联合国国际货物销售合同公约》在中国法院的适用规则研究. *Journal of Hubei Correspondence University* (China) 29:9:98-99, 2016.
- Castillo Roldán, J.M. CISG y derecho internacional privado: aplicabilidad conforme a la nueva Ley No. 544-14. *Gaceta judicial* (Santa Domingo) 346:38-43, October 2015.
- Çelebi, Ö. The transfer of risk in sale contracts under Turkish law. *Galatasaray Üniversitesi Hukuk Fakültesi Dergisi* (Istanbul, Turkey) 1:87-122, 2015.
- Cely Ramos, L.A. La Convención de Naciones Unidas de Compraventa Internacional de Mercaderías en el sistema de contratación pública de Colombia. *Revista CES derecho* (Colombia) 7:2:95-105, 2016.
- Chianale, A. The CISG as a model law: a comparative law approach. *Singapore journal of legal studies* (Singapore) 29-45, 2016.

- Chomsky, C.L. and others. Learning sales law. St. Paul, Minn., West Academic, 2016. 777 p.
- Chuah, J. Law of international trade: cross-border commercial transactions. 5th ed. London, Thomson Reuters, 2013. 846 p.
- CISG Advisory Council, ed. CISG Advisory Council opinion no. 17: limitation and exclusion clauses in CISG contracts.
- Çoğalan, M. Delivery and payment obligations in connection with the sale and purchase of goods under the SGA, CISG and CESL. *Law & justice review* (Ankara) 7:12:383-399, 2016.
- Collado Chávez, D. La República Dominicana y la compraventa internacional de mercaderías. *Gaceta judicial* (Santo Domingo) 20:358:50-55, 2016.
- Corley, M. The need for an international convention on data privacy: taking a cue from the CISG. *Brooklyn journal of international law* (Brooklyn, N.Y.) 41:2:721-779, 2016.
- Coyle, J.F. The role of the CISG in U.S. contract practice: an empirical study. *University of Pennsylvania journal of international law* (Philadelphia, Pa.) 38:1:195-240, 2016.
- Daubner, K. Cumplir o no cumplir: esa es la cuestión. Los estándares de conformidad de las mercaderías según el artículo 35 de la CISG. *Gaceta judicial* (Santo Domingo) 20:358:44-49, 2016.
- DiMatteo, L.A. and others, eds. Commercial contract law: transatlantic perspectives. New York, N.Y., Cambridge University Press, 2013. 594 p.
- Doğan, M. Milletlerarası mal satımına ilişkin sözleşmeler hakkında birleşmiş milletler anlaşması uyarınca hasarın intikali. Ankara, University of Ankara, 2016. 381 p. Thesis (PhD) - Ankara Üniversitesi Sosyal Bilimler Enstitüsü Özel Hukuk (Medeni Hukuk) Anabilim Dalı (2016).
- 标题翻译: 根据《销售公约》(1980)实行的损害赔偿转移。
- Efrat, A. Promoting trade through private law: explaining international legal harmonization. *Review of international organizations* (Heidelberg, Germany) 11:3:311-336, 2016.
- Eppur si muove: the age of uniform law. Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday. Rome, UNIDROIT, 2016. 2 vols.
- Estrella Faria, J.A. The influence of the UNIDROIT Principles of International Commercial Contracts on national laws. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:2-3:238-270, 2016.
- Fernández Vidal, S.D. El riesgo de tener poca imaginación: un análisis económico contractual de la aplicación de los Principios UNIDROIT en arbitrajes sobre

excesiva onerosidad (hardship) según la Convención de Viena de 1980. *Gaceta judicial* (Santo Domingo) 20:358:28-37, 2016.

Ferrante, A. ¿Quimera o fénix?: el recorrido europeo y latinoamericano hacia un derecho común de contratos. *Revista de derecho privado* (Bogotá) 30:107-127, 2016.

Ferrari, F. La Convención de las Naciones Unidas sobre los contratos de compraventa internacional de mercaderías y la ley aplicable al arbitraje comercial internacional: comentarios sobre tres supuestos comunes. *Revista de arbitraje comercial y de inversiones* (Alphen aan den Rijn, The Netherlands) 8:3:687-733, 2015.

Ferrari, F. and M. Torsello. *International sales law - CISG: in a nutshell*. St. Paul, Minn., West Academic, 2014. 415 p.

Ferreri, S. Una fonte aggiuntiva in materia di vendita: il regolamento europeo in progetto. *CDCT working paper 34-2014/European legal culture 20* Torino, Italy.

标题翻译：销售领域的一个额外来源：欧洲条例草案。

Fišer-Šobot, S. Dužnost obaveštavanja o pravnom nedostatku kod ugovora o međunarodnoj prodaji robe. *Zbornik radova Pravnog fakulteta* (Novi Sad, Serbia) 49:2:683-695, 2015.

标题翻译：在国际销售货物合同中向卖方通知所有权缺陷的义务。

_____. Izuzeci od dužnosti obaveštavanja o nesaobraznosti robe u pravu međunarodne prodaje. *Zbornik radova Pravnog fakulteta* (Novi Sad, Serbia) 46:2:339-353, 2012.

标题翻译：国际销售法中向卖方通知所交付货物不合规义务的例外。

_____. Odgovornost prodavca za saobraznost robe sa prinudnim propisima: frozen pork case. *Zbornik radova Pravnog fakulteta* (Novi Sad, Serbia) 46:3:309-320, 2012.

标题翻译：卖方对货物相符公共法律标准的责任：冻猪肉案件。

_____. Oslobođenje prodavca od odgovornosti prema čl.80 Konvencije UN o Ugovorima o međunarodnoj prodaji robe. *Zbornik radova Pravnog fakulteta* (Novi Sad, Serbia) 47:2:449-460, 2013.

标题翻译：《销售公约》（1980年）第80条下卖方的免责。

_____. Postojanje tekuće cene kao uslov za apstraktno odmeravanje naknade štete u pravu međunarodne i domaće prodaje. *Zbornik radova Pravnog fakulteta* (Novi Sad, Serbia) 48:2:353-366, 2014.

标题翻译：国际和塞尔维亚销售法中以是否存在目前价格作为损害赔偿理论计算方法的一个先决条件。

Fogt, M.M. The interaction and distinction between the sales and arbitration regimes: the CISG and agreements or binding practice to arbitrate. *American review of international arbitration* (Huntington, N.Y.) 26:3:365-406, 2015.

- _____. The knowledge test under the CISG: a global threefold distinction of negligence, gross negligence and de facto knowledge. *Journal of law & commerce* (Pittsburgh, Pa.) 34:1:23-111, 2015.
- _____. Vertragsschluss, antizipierte Vertragsverletzung und Deckungsgeschäft nach CISG und dänischem Recht. *Zeitschrift für vergleichende Rechtswissenschaft* (Frankfurt am Main, Germany) 115:2:200-269, 2016.
- 标题翻译:《销售公约》(1980)和丹麦法律下规定的订立合同、预期违约和补进购买。
- Gao, X. CISG 中卖方知识产权担保责任探究. *Studies of international business* (China) 2016:1:48-57.
- Gildeggen, R. and A. Willburger. Art. 39 Abs. 2 CISG als Problem bei internationalen Einkaufsverträgen. *Internationales Handelsrecht* (Köln, Germany) 16:1:1-7, 2016.
- 标题翻译:《销售公约》(1980)第39(2)条在国际销售合同中的问题。
- Gillette, C.P. *Advanced introduction to international sales law*. Cheltenham, U.K., Edward Elgar, 2016. 137 p.
- Gillette, C.P. and S.D. Walt. Judicial refusal to apply treaty law: domestic law limitations on the CISG's application. *Social science research network* September 19, 2016. Virginia Law and Economics Research Paper No. 2016-18.
- Gosalci, E. The CISG applicability under the reservations. Conference paper. Proceedings of 4th UBT Annual International Conference on Business, Technology and Innovation, 6-7 November 2015, Durres, Albania. P. 9-14.
- Grob Duhalde, F.J. El ámbito de aplicación de la Convención de Naciones Unidas sobre la Compraventa Internacional de Mercaderías y su integración con el derecho internacional privado chileno = The scope of application of the Vienna Convention on the International Sale of Goods and its integration by the Chilean private international law. *Revista Chilena de derecho privado* (Santiago) 27:45-94, 2016.
- Grove Nielsen, J. and C. Sjøgaard Hudson. What if?: OW Bunker. *European transport law* (Antwerpen, Belgium) 51:2:153-169, 2016.
- Güzeloğlu, F.E. and A. Güzeloğlu. Turkey: when does an electronically transmitted offer become effective: perspectives of the CISG and Turkish law. *Mondaq business briefing* (London) 8 August 2016.
- Hadjipour, M. Good faith in formation of contract with emphasis on the CISG (1980). *International journal of law* (Iran (Islamic Republic of)) 33:54:307-338, 2016. 标题翻译. 波斯文(Farsi).
- Han, S. CISG 在中国国际商事仲裁中的适用. *China legal science* (China) 5:218-238, 2016.

- _____. Force majeure, change of circumstances and termination of contract. *Journal of law, society and development* (Pretoria, South Africa) 3:1:31-44, 2016.
- Hassan, H.F.
البيع على أساس الثمن المفتوح دراسة في ضوء قانون التجارة الأمريكي الموحد واتفاقية الأمم المتحدة للبيع الدولية
Journal of legal sciences (Baghdad) 29:1:1-23, 2014.
- Huang, R. 论《联合国国际货物销售合同公约》中的宽限期解约机制. *Legality vision* (China) 56-58, July 2016.
- Huong, T.T., ed. 101 Câu hỏi - đáp về: Công ước của Liên hợp quốc về Hợp đồng mua bán hàng hóa quốc tế (CISG). Vietnam, Youth Publication, 2016. 298 p.
标题翻译: 关于《销售公约》(1980)的101个问答。
- Huseynli, K. Different approaches to conflicting standard terms under the United Nations Convention on Contracts for the International Sale of Goods. *Baku State University law review* (Baku) 2:2:197-205, 2016.
- International Institute for the Unification of Private Law and others, eds. Legal guide on contract farming. Rome, UNIDROIT, 2015. 233 p.
- Ishida, Y. Reservation of the freedom-of-form (FOF) provisions by Articles 12 & 96 of the CISG: let us do without Article 11: we have 8. *Himeji law review* (Japan) 1:1-27, 2016.
- Jin, D.-W. 국제물품매매계약에 관한 협약(CISG) 제 79 조와 부적합물품의 인도. 國際去來法研究 = *Korean journal of international trade and business law* (Seoul) 24:1:1-19, 2015.
标题翻译: 根据《销售公约》(1980)第79条对交付不合规货物的法定处理。
- Jovičić, K. and S. Vukadinović. 30 godina Konvencije UN o Ugovorima o Međunarodnoj Prodaji Robe. *Strani pravni život* (Beograd) 1:143-172, 2011.
标题翻译: 《销售公约》(1980)——签署之后的30年。
- Jurewicz, A. The first decision of Sąd Najwyższy of December 19, 2003: the Polish Supreme Court applying the UN Convention on Contracts for the International Sale of Goods. *Columbia journal of East European law* (New York) 1:2:231-255, 2007.
- Ka, J. ‘매도인의 추완권’ v. ‘매수인의 추완청구권’. 國際去來法研究 = *Korean journal of international trade and business law* (Seoul) 24:2:125-141, 2015.
标题翻译: 卖方的补救权与买方的补救要求权。
- Kahindo, N.A. The attitude of OHADA law countries towards the CISG. *Journal of law, society and development* (Pretoria, South Africa) 3:1:99-114, 2016.
- Kaviar, H. Termination of offer in Iranian law and CISG (1980). Babolsar, Iran (Islamic Republic of), University of Mazandaran, 2016. 256 p. Thesis (PhD) - Faculty of law

and Political Sciences, Department of Private Law, University of Mazandaran (2016).

标题翻译。波斯文(Farsi).

Kim, S.Y. All in good faith: recognising the doctrine of good faith in Singapore's international sales law. *Singapore law blog* 26 August 2016.

Koch, R. Wesentliche Vertragsverletzung und Parteiverhalten im UN-Kaufrecht. *Internationales Handelsrecht* (München, Germany) 16:2:45-49, 2016.

标题翻译：根据《销售公约》(1980)对根本违约和当事方行为的规定。

Koller, T. Ist die Pflicht des Verkäufers zur fristgerechten Andienung korrekter Dokumente beim Akkreditivgeschäft eine wesentliche Vertragspflicht gemäss Art. 25 CISG? *Internationales Handelsrecht* (Köln, Germany) 16:3:89-100, 2016.

标题翻译：卖方有义务及时移交跟单信用证的更正是《销售公约》(1980)第25条规定的一项基本义务吗？

Köroğlu, B. Milletlerarası mal satım sözleşmeleri hakkında birleşmiş milletler sözleşmesi (CISG) madde 79 ve 80 kapsamında sorumluluktan kurtulma. *Gazi Üniversitesi Hukuk Fakültesi Dergisi* (Ankara) 17:1-2:775-804, 2013.

标题翻译：《销售公约》(1980)第79和80条规定的免责。

Lando, O. Unification of patrimonial laws governing international trade. *European review of private law = Revue européenne de droit privé = Europäische Zeitschrift für Privatrecht* (Alphen aan den Rijn, The Netherlands) 24:3-4:501-512, 2016.

Lee, J.P. Lessons from Cuba: case commentary on exemption from damages and the right to interest under the CISG. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 33:3:289-310, 2016.

Lee, S. CISG 상 매매목적물의 목적적합성(Fitness for Purpose)에 관한 연구: 외국판례 및 중재판정례를 중심으로. *國際去來法研究 = Korean journal of international trade and business law* (Seoul) 24:1:91-111, 2015.

标题翻译：按《销售公约》(1980)规定所述的货物合规：外国先例和仲裁裁决细查。

Levin, J. The Hague Principles on Choice of Law in International Commercial Contracts: enhancing party autonomy in a globalized market. *New York University journal of law & business* (New York, N.Y.) 13:1:271-294, 2016.

Li, W. 中国合同法的司法解释对国际货物买卖的影响 - 与《联合国国际货物销售合同公约》的比较. *Commentaries on politics and law* (China) 2016:3:17-24.

Lookofsky, J.M. Convention on Contracts for the International Sale of Goods (CISG). 2nd ed. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2016. 250 p.

- Loos, M.B.M. Scope and application of the optional instrument. In *Vers un droit européen des contrats spéciaux = Towards a European law of specific contracts*. D. Voinot, J. S é échal (eds.) Bruxelles, Larcier, 2012.
- Mai, N.K. Legal remedies for non-conformity of goods under CISG, UCC, and UK law. *Journal of the study of modern society and culture* (Niigata, Japan) 62:273-302, 2016.
- Mastromatteo, L. and N. Landi. Grounds of exemptions from liability for failure to perform in the United Nations Convention on Contracts for the International Sale of Goods (CISG). *Bocconi legal papers* (Milano, Italy) 6:23-33, 2015.
- Medina Garnes, F. and L.A. Guzmán López. La leyenda de la ley nacional: la CISG versus la ley sustantiva Dominicana. *Gaceta judicial* (Santo Domingo) 20:358:38-43, 2016.
- Meira Moser, L.G. CISG in Brazilian courts: a promising start. *Internationales Handelsrecht* (Köln, Germany) 16:4:133-136, 2016.
- Mo, J.S. Transfer of sovereignty and application of an international convention: CISG in China in the context of 'one country, two systems'. *Journal of international and comparative law* (Hongkong) 2:1:61-86, 2015.
- Muñoz, E. and D.O. Ament-Guemez. Independent guarantee clauses in CISG contracts. *Journal of international commercial law* (Arlington, Va.) 7:2:83-114, 2016.
- Mustafa, S.A.
وقف تنفيذ الالتزام كجزاء على الإخلال المبني على للعقد.
Journal of the Faculty of Law of Al-Nahrain University (Baghdad) 13:2:70-101, 2011.
- O'Hara O'Connor, E. The role of the CISG in promoting healthy jurisdictional competition for contract law. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:1:41-59, 2016.
- Osmani-Sadriu, V. Treaty application in Kosovo through rules of succession and as domestic law: the example of the CISG. Pittsburgh, Pa., University of Pittsburgh, 2015. 179 p. Thesis (PhD) - University of Pittsburgh.
- Padiryakov, A.V. Особенности применения статьи 76 Венской конвенции о договорах международной купли-продажи товаров 1980 г. *Moscow journal of international law* (Москва) 4:100:127-138, 2015.
- Pan, Z. China's withdrawal of Article 96 of the CISG: a roadmap for the United States and China to reconsider withdrawing the Article 95 reservation. *University of Miami business law review* (Coral Gables, Fla.) 25:141-167, 2016.
- Pandurević, N. Interplay between Article 14 and Article 55 of the United Nations Convention on Contracts for the International Sale of Goods (CISG). *Proceedings*

of the Faculty of Economics in East Sarajevo (Sarajevo)

11:49-60, 2015.

Park, S.-H. An introduction of the legal framework relating to the international sales contract in electronic environment. *Asia Pacific journal of innovation and entrepreneurship* (Daejeon, Republic of Korea) 2:1:97-116, 2008.

Pendón Meléndez, M.Á. La compraventa c.i.f. Cizur Menor, Spain, Thomson Reuters, 2011. 960 p.

Pereira, C. Application of the CISG to international government procurement of goods. *Public procurement law review* (London) 25:1:20-32, 2015.

Petrovic, J. The interplay of CISG cultural, legal, historical and religious variances and their impact on the treatment of the CISG. *Vindobona journal of international commercial law and arbitration* (Vienna) 20:1:71-94, 2016.

Petsche, M. Hardship under the UN Convention on the International Sale of Goods (CISG). *Vindobona journal of international commercial law and arbitration* (Vienna) 19:2:147-170, 2015.

Piltz, B. Container weights in maritime trade: VGM, Incoterms and UN Sales Convention/CISG. *European journal of commercial contract law* (Zutphen, The Netherlands) 8:3-4:59-62, 2016.

_____. Containergewichte im Seehandel: VGM, Incoterms und UN-Kaufrecht. *Internationales Handelsrecht* (Köln, Germany) 16:5:191-194, 2016.

标题翻译：海运贸易中的集装箱重量：核实的毛重，《国际贸易术语解释通则》和《销售公约》（1980）。

Pipková P.J. Risk of loss and its passing to the buyer under the new Civil Code in comparison with CISG. *ELTE law journal* (Budapest) 2:131-141, 2014.

Radulovic, Z. and M. Radulović. An analytical review of the UNCITRAL conventions on contracts for the sale of goods and the statute of limitations. Conference paper. Employment, education and entrepreneurship: marketing, business law and transformational governance, 14-16 October 2015, Belgrade, Serbia.

Raja Guk Guk, R.D. Perjanjian jual beli barang secara internasional menurut UIPCCs dan CISG serta kuhperdata. *Premise law jurnal* (Indonesia) 1, 2013.

标题翻译：以《销售公约》（1980）和印度尼西亚民法为基础的国际贸易。

Riivari, E. Does breach of contract pay?: the disgorgement of profits under the UN Sales Convention. Helsinki, University of Helsinki, 2016. 85 p. Thesis (LL.M.) - University of Helsinki (2016).

Rodríguez, F.A. El parol evidence rule, cláusulas de integración contractuales, y la Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías. *Gaceta judicial* (Santo Domingo) 20:358:16-20, 2016.

Rotman, J. Roki za uveljavjanje neistovetnosti po Dunajski konvenciji: analiza sodne prakse. Maribor, Slovenia, University of Maribor, 2016. 59 p. Thesis (Masters) - Law Faculty, University of Maribor (2016).

标题翻译：按《销售公约》（1980）规定的对交货不合规提出索赔要求的时限：判例法分析。

Sahlan, S. Preparation of international business contracts in facing the ASEAN Economic Community era. *Hasanuddin law review* (Makassar, Indonesia) 2:3:425-438, 2016.

Saida, O. CISG における履行期前の契約違反. *Journal of the Faculty of Management of the Atomi Women's University* (Japan) 22:87-101, 2016.

标题翻译：《销售公约》（1980年）下的预期违约。

Sandoval López, R. Derecho comercial: tomo IV: derecho comercial internacional. Santiago, Editorial Jurídica de Chile, 2015. 465 p.

Şandru, D.-M. Interpretarea Convenției de la Viena asupra contractelor de vânzare internațională de mărfuri de către Curtea de Arbitraj Comercial Internațional de pe lângă Camera de Comerț și Industrie a României. *Arbitraj: revista română de drept al afacerilor* (Romania) 1:97-105, 2016.

标题翻译：罗马尼亚工商会附属国际商事仲裁法院对《销售公约》（1980）的解释。

Sandvik, B. Skeppsbyggnadsavtalets rättsliga karaktär och särdrag. *Tidskrift utgiven av juridiska föreningen i Finland* (Helsingfors) 4:417-445, 2016.

标题翻译：造船合同的法律特征和涉及的方方面面。

Schiff Berman, P. The inevitable legal pluralism within universal harmonization regimes: the case of the CISG. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:1:23-40, 2016.

Schroeter, U.G. Der digitale Binnenmarkt für Europa und das UN-Kaufrecht. *Zeitschrift für vergleichende Rechtswissenschaft* (Frankfurt am Main, Germany) 115:2:270-292, 2016.

标题翻译：数字化欧洲单一市场和《销售公约》（1980）。

_____.Gegenwart und Zukunft des Einheitskaufrechts.Rabels Zeitschrift für ausländisches und internationales Privatrecht (Tübingen, Germany) 81:1:32-76, 2017.

标题翻译：统一销售法的现状和未来。

_____.Reservations and the CISG: the borderland of uniform international sales law and treaty law after thirty-five years.Brooklyn journal of international law (Brooklyn, N.Y.) 41:1:203-255, 2015.

Schwenzer, I.H. and others, eds. CISG and Latin America: regional and global perspectives. The Hague, Eleven International Publishing, 2016. 590 p.

_____. Global unification of contract law. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:1:60-74, 2016.

Schwenzer, I.H. and L. Spagnolo, eds. Boundaries and intersections: 5th Annual MAA Schlechtriem CISG Conference, 21 March 2013, Vienna. Conference in honour of Peter Schlechtriem 1933-2007. The Hague, Eleven International Publishing, 2015. 129 p.

Seymour, C.J. The vision: integration of (UN)CISG principles with American sale of goods law. *Revue juridique étudiante de l'Université de Montréal* (Montréal) 2:1, 2016.

Shi, X. 中國仲裁机构适用 CISG 的做法及改進建議 = 중국 중재기구의 CISG 에 대한 적용방법 및 개선방안. Trans by LeeRyong Kim. *Journal of arbitration studies* (Seoul) 26:1:135-157, 2016.

标题翻译: 中国仲裁组织《销售公约》(1980)的适用情况研究和改进建议。

Shima, Y. ウィーン売買条約の起草史に見る比較法の貢献. 『国際公共政策研究』 <大阪大学 OSIPP 紀要> = *International public policy studies, bulletin of Osaka University, OSIPP* (Osaka, Japan) 20:2:47-75, 2016.

标题翻译: 从比较法角度看《销售公约》(1980)的谈判历史。

_____. 比較法を参酌したウィーン売買条約の解釈: (1)学説. *国際商事法務 = Journal of the Japanese Institute of International Business Law* (Tokyo) 43:11:1669-1674, 2015.

标题翻译: 使用比较法解释《销售公约》(1980): (1)学术理论。

Smythe, D.J. Clearing the clouds on the CISG's warranty of title. *Northwestern journal of international law & business* (Chicago, Ill.) 36:3:509-545, 2016.

Syed, A.A. A comparison of the Shari'ah and the Convention on Contracts for the International Sale of Goods in international business transactions. *International law news* (Chicago, Ill.) 44:3, summer 2015.

Takasugi, N. 国際商事仲裁における ウィーン売買条約の適用. *Ritsumei kan hogaku* (Japan) 5-6:1584-1605, 2015.

标题翻译: 《销售公约》(1980)在国际商事仲裁中的适用。

Tarman, Z.D. Türk Satım Hukukunda Yeni Bir Dönem: Viyana Satım Antlaşması'nın Milletlerarası Sözleşmelere Etkisi. In İpek Yolu Canlanıyor: Türk-Çin Hukuk Zirvesi Konferans Bildiri Kitabı, Ankara, Adalet Yayınevi, 2013, p.169-186.

标题翻译: 土耳其销售法的新时代: 对《销售公约》(1980)的影响。

Teixeira, T. and I.C. Sabo. A Convenção de Viena sobre Contratos de Compra e Venda Internacional: implicações no comércio eletrônico brasileiro. *Scientia iuris* (Londrina, Brazil) 20:2:177-202, 2016.

标题翻译:《销售公约》(1980):对巴西电子商务的意义。

Temple-Boyer, S. Le plafonnement légal des délais de paiement dans les contrats internationaux : l'exemple français = The legal cap on payment terms in international contracts: the French case. *Revue de droit des affaires internationales = International business law journal* (Paris) 3:255-265, 2016.

Tepeš, N. Non-material damages arising out of the breach of contract and interpretation of Art. 74 CISG. In *Liber amicorum: Gašo Knežević. T. Varady et al., eds. Beograd, Univerzitet u Beogradu, 2016, Ch. IV, p. 671-695.*

Tessema, Y.H. Non performance excuse under the UNIDROIT Principle, CISG, PECL and the Ethiopian Law of Sales: comparative analysis. *Journal of law, policy and globalization* 57:36-43, 2017.

Trillet, G. The level of 'uniformity' created by the Convention on Contracts for the International Sale of Goods. *Currents: international trade law journal* (Houston, Tex.) 22:3-8, 2014.

Tsagmo Tameko, E. La notion de 'part prépondérante' dans la vente commerciale OHADA : regard sur le champ d'application du livre VIII de l'AUDCG. *Penant: revue trimestrielle de droit africain* (Paris) 126:895:209-228, 2016.

乌克兰. Ukrainian Chamber of Commerce and Industry and others, eds. Материалы: III Международных арбитражных чтений памяти академика Побирченко И.Г. Применимое право в международном коммерческом арбитраже. Практика применения венской конвенции о договорах международной купли-продажи товаров, 13 ноября 2015 года [conference proceedings]. Киев, Юридический мир, 2016. 177 p. Selected contents: The three dimensions of the CISG / L.G. Castellani, C. Emery, p. 17-34.

UN Commission on International Trade Law, ed. UNCITRAL digest of case law on the United Nations Convention on Contracts for the International Sale of Goods: 2016 edition. New York, United Nations, 2016. 593 p.

Vatani, A. and others. Possibility of full compensation for damages: a comparative assessment under the Principles of International Commercial Contracts and the CISG (1980). *Padjuhesh Hoghugh Khosusi [Research in Private Law]* (Iran (Islamic Republic of)) 4:12:131-165, 2015.

标题翻译。波斯文(Farsi)。

Vidal Olivares, Á. and J. Oviedo Albán. Riesgo de las mercaderías en la compraventa internacional: una aproximación desde el incumplimiento y los remedios del comprador. *Revista de derecho privado* (Bogotá) 31:153-185, 2016.

- Villalta Puig, G. and C. Wong. Chinese approaches to the freedom of form under the United Nations Convention on Contracts for the International Sale of Goods. *Vindobona journal of international commercial law and arbitration* (Vienna) 20:1:95-112, 2016.
- Walt, S.D. Sales law: domestic and international: cases, problems, and materials. 2nd ed. St. Paul, Minn., Foundation Press, 2016. 854 p.
- Wang, D. 《联合国国际货物销售合同公约》中预期违约制度的瑕疵分析与思考. *Social scientist* (China) 2016:2:112-125.
- Wang, H. 国际大宗商品销售合同解除权问题研究: 以英国合同法与 CISG 为研究视角. *Journal of International Economic Law* (China) 23:1:238-254, 2016.
- Wei, L. 聯合國國際貨物銷售合同公約在國際商事仲裁中的适用 = 국제물품매매계약에 관한 유엔협약이 국제상사중재에서의 적용. *Journal of arbitration studies* (Seoul) 26:1:107-134, 2016.
标题翻译: 《销售公约》(1980) 对国际商事仲裁的适用。
- Winship, P. Should the United States withdraw its CISG article 95 declaration? *International lawyer* (Chicago, Ill.) 50:1:217-229, 2017.
- Wolf, S. A felek között kialakult gyakorlat és a szokások szerepe a Bécsi Végeli Egyezmény szerinti szerződésértelmezésben. *Jogi tanulmányok* (Budapest) 599-609, 2016.
标题翻译: 双方当事人之间确立的习惯做法和惯例在根据《销售公约》(1980) 解释合同意图方面的作用。
- Yıldırım, Z. Milletlerarası mal satımına ilişkin Birleşmiş Milletler Sözleşmesi'nin (Viyana Satım Sözleşmesi) uygulama alanı. *Gazi Üniversitesi Hukuk Fakültesi Dergisi* (Ankara) 17:1-2:1061-1094, 2013.
标题翻译: 《销售公约》(1980) 的适用范围。
- Yu, Y. CISG 中的卖方补救权研究. *Wuhan University international law review* (China) 19:110-134, 2016.
- Zaheeruddin, M. Recovery of attorney's fees as damages under United Nations Convention on Contracts for the International Sale of Goods (CISG), 1980. *Imperial journal of interdisciplinary research* 2:7:771-776, 2016.
- Zareshahi, A. A comparative study of damages and price reduction remedy for breach of sale contract under CISG, English and Iranian laws. *Journal of politics and law* (Toronto) 9:10:126-132, 2016.
- Zeller, B. Regional harmonisation of contract law: is it feasible? *Journal of law, society and development* (Pretoria, South Africa) 3:1:85-98, 2016.
- Zeller, B. and C.B. Andersen. Good faith: the Gordian knot of international commerce. *Pace international law review* (White Plains, N.Y.) 28:1:1-28, 2016.

Zhao, H. 论 CISG 在中国法院的直接适用. *Foreign economic relations and trade (China)* 9:26-34, 2016.

Zimmermann, R. Limitation of liability for damages in European contract law. *Edinburgh law review (Edinburgh)* 18:2:193-224, October 2015.

Zuo, H. and M. Yang. 论《国际商事合同通则》解释补充《联合国国际货物销售合同公约》之功能 - 以损害赔偿制度为例. *Comparative law studies (China)* 2016:1:149-161.

三. 国际商事仲裁和调解

Abu-Agla, M.S.Y. International commercial arbitration and mediation: a comparative study. Khartoum, s.n., 2016. 373 p. Thesis (PhD) - University of Khartoum, Faculty of Law, February 2016.

Adekoya, F. The public policy defence to enforcement of arbitral awards: rising star or setting sun? *BCDR international arbitration review* 2:2:203-222, 2015.

Aden, M. Arbitration and state law. *Ученые записки Казанского университета. Серия Гуманитарные науки (Russia)* 158:2:322-330, 2016.

Africa. Transnational dispute management (Voorburg, The Netherlands) 13:4, October 2016. Special journal section.

Al-Fadhel, F.M. The new Saudi Arabian Arbitration Law. *Arbitration (London)* 82:4:415-426, 2016.

Al-Mohamadi, S.F.K.

التوفيق بين الخصوم على وفق احكام اتفاقية قانون الاونسترال النموذجي للتوفيق التجاري الدولي
لعام 2002

مجلة رسالة الحقوق

(Karbala, Iraq) 10:117-141, 2013.

Alqudah, M.A. Alleviating jurisdictional uncertainty: an arbitration clause or a jurisdiction clause? *Business law review (Alphen aan den Rijn, The Netherlands)* 37:4:124-128, 2016.

Alvarez, G.M. et al. A response to the criticism against ISDS by EFILA. *Journal of international arbitration (Alphen aan den Rijn, The Netherlands)* 33:1:1-36, 2016.

Amro, I. A practical approach on the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958. *Revista română de arbitraj (București)* 40:4:46-64, 2016.

_____. Enforcement of cross-border online arbitral awards and online arbitration agreement in national courts. *Slovenska arbitražna praksa (Ljubljana)* 5:2:17-32, 2016.

_____. The liberalization of national laws of arbitration in common law and civil law countries in respect to recognition and enforcement of foreign arbitral awards. *Revista română de arbitraj* (București) 7:3:84-100, 2013.

_____. الإقصادية ميةال تن سد ياسات ت حول ضوء في :المقارن الدولي التجاري ال تحكيم. ال نامية الدول في

Amman, Al-Waraq, 2014. 205 p.

Arantes Fontes, T. and C. Borges Sacoto. O reconhecimento e execução de decisões arbitrais estrangeiras: uma perspectiva comparada entre a realidade portuguesa e as de Angola, Cabo Verde et Moçambique. *Actualidad jurídica Ur ú Menéndez* (Madrid) 44:92-95, 2016.

标题翻译: 承认和执行外国仲裁裁决: 葡萄牙现实与安哥拉、佛得角和莫桑比克之间的比较观察。

Astakhova, D.O. Принудительное исполнение решений международных коммерческих арбитражей, отмененных государственным судом по месту их вынесения. *Пробелы в российском законодательстве. Юридический журнал* (Russia) 3:100-103, 2014.

Balen, M. Using the DIFC's off-shore jurisdiction to enforce arbitration awards in on-shore Dubai. *Arbitration* (London) 82:3:233-238, 2016.

Balthasar, S., ed. International commercial arbitration: international conventions, country reports and comparative analysis. München, Germany, Verlag C. H. Beck, 2016. 701 p.

Ban, K. Secretary-General's address to International Council for Commercial Arbitration Congress: Port-Louis, Mauritius, 9 May 2016.

Bassler, W.G. The enforceability of emergency awards in the United States: or when interim means final. *Arbitration international* (London) 32:4:559-574, 2016.

Beale, N. and others, eds. Dispute resolution clauses in international contracts: a global guide. Zurich, Schulthess, 2013. 573 p.

Belhadj, M. and C. Montineri. UNCITRAL at 50. *Revista de arbitragem e mediação* (São Paulo) 13:50:569-580, 2016.

Bělohávek, A.J. Rights and duties of parties in connection with taking of evidence in investor-state arbitration. *Czech (& Central European) yearbook of arbitration* (Huntington, N.Y.) 6:3-21, 2016.

Berger, B. and F. Kellerhals. International and domestic arbitration in Switzerland. 2nd ed. London, Thomson Reuters, 2010. 615 p.

Berger, K.P. and O. Jensen. Due process paranoia and the procedural judgment rule: a safe harbour for procedural management decisions by international arbitrators. *Arbitration international* (Oxford, U.K.) 32:3:415-435, 2016.

- Bharucha, M.P. and others. The extension of arbitration agreements to non-signatories: a global perspective. *Indian journal of arbitration law* (Jodhpur, India) 5:1:35-63, 2016.
- Blanke, G. Recent developments of (international) commercial arbitration in the UAE (part I). *Arbitration* (London) 82:4:427-437, 2016.
- Bondar, K. Allocation of costs in investor-State and commercial arbitration: towards a harmonized approach. *Arbitration international* (Oxford, U.K.) 32:1:45-58, 2016.
- Born, G.B. International arbitration and forum selection agreements: drafting and enforcing. 5th ed. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2016. 326 p.
- _____. International arbitration: law and practice. 2nd ed. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2016. 505 p.
- Bouzarjomehri, S. and E. Amini. Public policy as ground for refusal of international arbitral awards: a comparison between different judicial practices. *Journal of politics and law* (Toronto) 9:10:81-87, 2016.
- Božović, V. The scope of key issues in the arbitration of Montenegro compared to the benchmark arbitral institutions in the world. *Slovenska arbitražna praksa* (Ljubljana) 5:3:23-29, 2016.
- Brunner, C. The Swiss Rules of International Arbitration in their edition of June 2012. *Revista română de arbitraj* (București) 7:3:72-83, 2013.
- Callens, P. [et al.] Arbitrage et confidentialité = Arbitrage en vertrouwelijkheid. Bruxelles, Larcier, 2014. 338 p.
- Carmody, M. Overturning the presumption of confidentiality: should the UNCITRAL Rules on Transparency be applied to international commercial arbitration? *International trade and business law review* (Perth, Australia) 19:96-179, 2016.
- Castellane, B. Contrariétés entre jugements étatiques et sentences arbitrales dans l'espace OHADA. *Penant: revue trimestrielle de droit africain* (Paris) 126:894:33-44, 2016.
- Chatterjee, S. Judicial import of the Model Law: how far is too far? *Indian journal of arbitration law* (Jodhpur, India) 4:1:19-25, 2015.
- Chen, M. Empirical research on mandatory rules theory in international commercial arbitration. *International trade and business law review* (Perth, Australia) 19:245-268, 2016.
- Chi, M. The impending effects of the immunity plea on international arbitration: China's position revisited. *Asian international arbitration journal* (Singapore) 12:1:21-39, 2016.

- Choi, D. Torn between Sulamérica and FirstLink: a practical solution to choice of law issues at the pre-award stage. *Asian dispute review* (Hong Kong) 41-46, January 2016.
- Çoğalan, M. Problematique when a contract includes offer to a specific jurisdiction and also makes a reference to arbitration. *Law & justice review* (Ankara) 6:11:201-215, 2015.
- Cojocaru, V. and D. Lazăr. Regimul de recunoaștere și executare a sentințelor arbitrale străine în Republica Moldova și conformitatea cu standardele Convenției de la New York din 1958. *Romanian journal of compulsory execution* (București) 12:1:101-118, 2015.
- 标题翻译：摩尔多瓦共和国关于承认和执行外国仲裁裁决的法律框架和遵守1958年《纽约公约》的标准。
- Comair-Obeid, N. Arbitration practice and procedure in the MENA: you had better watch out! *Arbitration* (London) 83:1:21-28, 2017.
- Craig, W.L. Some trends and developments in the laws and practice of international commercial arbitration. *Texas international law journal* (Austin, Tex.) 50:699-760, 2016.
- Croft, C. The temptation of domesticity: an evolving challenge in arbitration. *Comparative law journal of the Pacific = Journal de droit comparé du Pacifique* (Wellington) 22:59-75, 2016.
- Demeter, D.R. and K.M. Smith. The implications of international commercial courts on arbitration. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 33:5:441-469, 2016.
- Demirkol, B. Ordering cessation of court proceedings to protect the integrity of arbitration agreements under the Brussels I regime. *International and comparative law quarterly* (London) 65:2:379-404, 2016.
- Ding, J. Enforcement in international investment and trade law: history, assessment, and proposed solutions. *Georgetown journal of international law* (Washington, D.C.) 47:1137-1165, 2016.
- Draetta, U. Cooperation among arbitrators in international arbitration. *Indian journal of arbitration law* (Jodhpur, India) 5:1:107-146, 2016.
- Draetta, U. and R. Luzzatto, eds. *The Chamber of Arbitration of Milan Rules: a commentary*. Huntington, N.Y., Juris, 2012. 772 p.
- Dudaș, Ș. Host-State counterclaims in BIT arbitrations: can the tables be turned? *Revista română de arbitraj* (București) 7:3:11-30, 2013.
- Dundas, H.R. The Arbitration (Scotland) Act 2010: a great collaborative success and an innovative model for other jurisdictions to follow. *Indian journal of arbitration law* (Jodhpur, India) 5:1:81-106, 2016.

- Eder, B. The key role of State courts before the commencement of arbitral proceedings: referral to arbitration and provisional and conservatory measures. *Asian dispute review* (Hong Kong) 16-22, January 2016.
- Einhorn, T. Recognition and enforcement of foreign arbitral awards: application of the New York Convention by Israeli courts. *Social science research network* April 1, 2016.
- Emanuele, F. and M. Molfa. Evidence in international arbitration: the Italian perspective and beyond. London, Thomson Reuters, 2016. 196 p.
- Eppur si muove: the age of uniform law. Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday. Rome, UNIDROIT, 2016. 2 vols.
- Fernández Arroyo, D.P. and E.H. Vetulli. The two faces of the new Argentinian arbitration law. *Cahiers de l'arbitrage = Paris journal of international arbitration* (Paris) 4:683-693, 2015.
- Ferrari, F. La Convención de las Naciones Unidas sobre los contratos de compraventa internacional de mercaderías y la ley aplicable al arbitraje comercial internacional: comentarios sobre tres supuestos comunes. *Revista de arbitraje comercial y de inversiones* (Alphen aan den Rijn, The Netherlands) 8:3:687-733, 2015.
- Ferrari, F. and F. Rosenfeld. Bridging the gap between investment and commercial arbitration at the enforcement stage: regime interactions between the New York Convention and international investment law. *New York University journal of law & business* (New York, N.Y.) 12:2:295-316, 2016.
- Fogt, M.M. The interaction and distinction between the sales and arbitration regimes: the CISG and agreements or binding practice to arbitrate. *American review of international arbitration* (Huntington, N.Y.) 26:3:365-406, 2015.
- Fry, J.D. and O.G. Repousis. Towards a new world for investor-state arbitration through transparency. *New York University journal of international law and politics* (New York, N.Y.) 48:795-865, 2016.
- Gill, J. and D. Baker. The public policy exception under Article V.2(b) of the New York Convention: lessons from around the world. *Asian dispute review* (Hong Kong) 74-81, April 2016.
- Gojani, A. Commercial arbitration in Kosovo. *Slovenska arbitražna praksa* (Ljubljana) 5:2:12-16, 2016.
- González de Cossío, F. Enforcement of annulled awards: towards a better analytical approach. *Arbitration international* (Oxford, U.K.) 32:1:17-27, 2016.
- Grisel, F. and others. Aux origines de l'arbitrage commercial contemporain: l'émergence de l'arbitrage CCI (1920-1958). *Revue de l'arbitrage* (Paris) 30-35, January 2016.

- Hames, E.M. Reconciling the intersection of a treaty and federal statutory law: why reverse preemption should keep insurance-related arbitration decisions with the states. *Drake law review* (Des Moines, Iowa) 64:553-576, 2016.
- Herinckx, Y. Arbitrage, mesures provisoires et responsabilité du demandeur. *b-arbitra* (Bruxelles) 1:89-121, 2015.
- Hill, J. The exercise of judicial discretion in relation to applications to enforce arbitral awards under the New York Convention 1958. *Oxford journal of legal studies* (Oxford, U.K.) 36:2:304, 2016.
- Horodyski, D. Democratic deficit of investment arbitration in the view of Rules on Transparency and Mauritius Convention on Transparency. *US-China law review* (New York) 13:160-171, 2016.
- Hughes, B. Korea country update. *Asian dispute review* (Hong Kong) 34-40, January 2017.
- Ibrahim, A. Saving the lustre of arbitration in Qatar: the time for reforms. *International journal of Arab arbitration* (Alphen aan den Rijn, The Netherlands) 8:1:15-42, 2016.
- Idornigie, P.O. and E.U. Moneke. Anti-arbitration injunctions in Nigeria. *Arbitration* (London) 82:4:438-454, 2016.
- Jennings, M. The international investment regime and investor-state dispute settlement: states bear the primary responsibility for legitimacy. *Business law international* (London) 17:2:127-151, 2016.
- Jubran Ballan, S. Investment treaty arbitration and institutional background: an empirical study. *Wisconsin international law journal* (Madison, Wis.) 34:1:31-91, 2016.
- Karimullin, R. Schiedsvereinbarungen nach neuem russischem internationalem Schiedsverfahrensrecht. *SchiedsVZ* (München) 15:1:23-32, 2017.
标题翻译: 新的《俄罗斯仲裁法》规定下的仲裁协议。
- Kaufmann-Kohler, G. Accountability in international investment arbitration: Charles N. Brower lecture American Society of International Law, 31 March 2016. *Cahiers de l'arbitrage = Paris journal of international arbitration* (Paris) 3:581-589, 2016.
- Kaufmann-Kohler, G. and M. Potestà Can the Mauritius Convention serve as a model for the reform of investor-State arbitration in connection with the introduction of a permanent investment tribunal or an appeal mechanism?: analysis and roadmap. Geneva, CIDS-Geneva Center for International Dispute Settlement, 2016. 115 p.
- Kenny, W. Transparency in investor state arbitration. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 33:5:471-500, 2016.
- Kirby, J. Efficiency in international arbitration: whose duty is it? *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 32:6:689-695, 2015.

- Klauberger, T. and M. Kekäläinen. Current status of commercial arbitration in the Baltic states: Latvia, Lithuania and Estonia. *Tidskrift utgiven av juridiska föreningen i Finland* (Helsingfors) 5:514-522, 2016.
- Klausegger, C. and others, eds. Austrian yearbook on international arbitration, 2017. 11th ed. Wien, Manz, 2017. 291 p.
- Knieper, J. The UNCITRAL transparency standards and the Ljubljana Arbitration Rules. *Slovenska arbitražna praksa* (Ljubljana) 5:3:9-11, 2016.
- _____. The UNCITRAL transparency standards in ISDS as a result of multi-lateral negotiation. *European investment law and arbitration review* (Leiden, The Netherlands) 1:155-167, 2016.
- Korzun, V. Arbitrating antitrust claims: from suspicion to trust. *New York University journal of international law and politics* (New York, N.Y.) 48:867-931, 2016.
- Kreider, D.L. How much justice is enough?: finding the balance between arbitral and judicial power - when may the court of the seat set aside (annul) an award. *Comparative law journal of the Pacific = Journal de droit comparé du Pacifique* (Wellington) 22:47-57, 2016.
- Kreindler, R. and others. Commercial arbitration in Germany. Oxford, U.K., Oxford University Press, 2016. 473 p.
- Kunz, C.A. Enforcement of arbitral awards under the New York Convention in Switzerland: an overview of the current practice and case law of the Swiss Supreme Court. *ASA bulletin* (Alphen aan den Rijn, The Netherlands) 34:4:836-865, 2016.
- Kurlekar, A. and G. Pillai. To be or not to be: the oscillating support of Indian courts to arbitration awards challenged under the public policy exception. *Arbitration international* (Oxford, U.K.) 32:1:179-198, 2016.
- Kyriakou, P.A. Lis pendens in international commercial arbitration. *Vindobona journal of international commercial law and arbitration* (Vienna) 20:1:61-70, 2016.
- Lackoroński, B. and B. Pawłowski. Opinia na temat wniosku dotyczącego decyzji Rady w sprawie zawarcia w imieniu Unii Europejskiej Konwencji Narodów Zjednoczonych dotyczącej przejrzystości w umownych postępowaniach arbitrażowych między inwestorem a państwem. *Zeszyty prawnicze* (Warszawa) 4(48):83-94, 2015.
- 标题翻译: 关于建议欧洲理事会就代表欧洲联盟签署联合国《投资人与国家间基于条约仲裁透明度公约》(2014)事作出一项决定的意见。
- Lansakara, F. Laws governing autonomy of arbitration agreement: model law approach vs. Indonesian law. *Indonesia arbitration quarterly newsletter* (Jakarta) 8:2:1-3, 2016.
- Le Bars, B. and J. Dalmaso. Arbitrage commercial international : les grands arrêts du droit français. Paris, LexisNexis SA, 2016. 470 p.

- Leandro, A. Towards a new interface between Brussels I and arbitration? *Journal of international dispute settlement* (Oxford, U.K.) 6:1:188-201, 2015.
- Lee, B.-M. and E. Park. A study on separability and validity of arbitration agreement in international business contracts: with advices and suggestions for Korean merchants. *Journal of Korea trade* (Bradford, U.K.) 20:2:149-166, 2016.
- Levine, J. Navigating the parallel universe of investor-State arbitrations under the UNCITRAL Rules. *Transnational dispute management* (Voorburg, The Netherlands) September 2016.
- Lewis, D. The interpretation and uniformity of the UNCITRAL Model Law on International Commercial Arbitration: focusing on Australia, Hong Kong and Singapore. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2016. 283 p.
- Li, F. The divergence of post-award remedies in ICSID and non-ICSID arbitration: a perspective of foreign investors' interests. *Chinese journal of comparative law* (Oxford) 4:1:98-127, 2016.
- Linares Rodríguez, E. La inmunidad estatal como obstáculo a la ejecución de los laudos en materia de inversión. *Revista de arbitraje comercial y de inversiones* (Alphen aan den Rijn, The Netherlands) 8:1:49-96, 2015.
- Liu, Y. and others. The unruly horse in China: enforcement of foreign arbitral awards and public policy. *International trade and business law review* (Perth, Australia) 19:72-95, 2016.
- López, C.A.M. Apuntes sobre la independencia e imparcialidad del árbitro = notes on the independence and impartiality of the arbitrator. *Revista Vasca de derecho procesal y arbitraje* (San Sebastián, Spain) 28:2:245-252, 2016.
- Loquin, E. and S. Manciaux, eds. L'ordre public et l'arbitrage. Paris, LexisNexis, 2014. 258 p. Actes du colloque des 15 et 16 mars 2013, Dijon.
- Malanczuk, P. China and the emerging standard of transparency in investor-state dispute settlement (ISDS). *New Zealand Association for Comparative Law: hors série* (Wellington) 19, 2015.
- Mance, J. Arbitration: a law unto itself? *Arbitration international* (London) 32:2:223-241, 2016.
- Marcovici, S. The French approach to the arbitration agreement. *Revista română de arbitraj* (București) 40:4:65-75, 2016.
- Mbow, D. La transparence du tribunal arbitral dans l'espace OHADA. *Revue de droit des affaires internationales = International business law journal* (Paris) 3:353-364, 2016.

- McLachlan, C. Are national courts and international arbitral tribunals in two worlds or one? *Journal of international dispute settlement* (Oxford, U.K.) 7:3:577-595, 2016.
- Mistelis, L.A. Award as an investment: the value of an arbitral award or the cost of non-enforcement. *ICSID review* (Oxford, U.K.) 28:1:64-87, 2013.
- _____. Seat of arbitration and Indian arbitration law. *Indian journal of arbitration law* (Jodhpur, India) 4:2:1-13, 2015.
- Montero, F.J. and L. Ruiz. Res judicata and issue preclusion in international arbitration: an ICC case study. *Cahiers de l'arbitrage = Paris journal of international arbitration* (Paris) 1:19-45, 2016.
- Mordi, C.A. An analysis of national courts involvement in international commercial arbitration: can international commercial arbitration be effective without national courts? *Open journal of political science* 6:95-104, 2016.
- Moreno Rodríguez, J.A. Arbitraje en el Paraguay. Asunción, CEDEP, 2011. 181 p.
- _____. Derecho aplicable y arbitraje internacional. Cizur Menor, Spain, Thomson Reuters; Aranzadi, 2014. 497 p.
- _____. El arbitraje internacional y la nueva ley paraguaya de contratos internacionales. *Spain arbitration review* (Madrid) 25:53-76, 2016.
- Mustafayeva, A. Doctrine of separability in international commercial arbitration. *Baku State University law review* (Baku) 1:93-98, 2015.
- Nairac, C. and others. To what extent do arbitral tribunals take into account public policy in the jurisdictions of prospective enforcement of an award?: an analysis of ICC awards. *ICC dispute resolution bulletin* (Paris) 1:55-62, 2016.
- Nazzini, R. The law applicable to the arbitration agreement: towards transnational principles. *International and comparative law quarterly* (London) 65:3:681-703, 2016.
- Offersen, R. An introduction to arbitration in Denmark - and some trends. *Revista română de arbitraj* (București) 7:3:63-71, 2013.
- Olmos Giupponi, B. The Pandora's box effects under the UNCITRAL Transparency Rules. *Journal of business law* (London) 5:347-372, 2016.
- Opong, R.F. Private international law in Commonwealth Africa. Cambridge, U.K., Cambridge University Press, 2013. 496 p.
- Ortolani, P. Intra-EU arbitral awards vis-à-vis Article 107 TFEU: state aid law as a limit to compliance. *Journal of international dispute settlement* (Oxford, U.K.) 6:1:118-135, 2015.
- Osman, F. and L. Chedly, eds. Vers une lex mediterranea de l'arbitrage : pour un cadre commun de référence. Bruxelles, Bruylant, 2015. 555 p.

- Padley, M. and C. Clutterham. Common pitfalls of arbitration in the United Arab Emirates: interference and enforcement. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 33:1:83-98, 2016.
- Park, J.-S. Recommendations for revising the Arbitration Act of Korea regarding interim measures by the arbitral tribunal to promote commercial arbitration in South Korea. *Journal of arbitration studies* (Seoul) 26:2:115-134, 2016.
- 标题翻译。韩文。
- Pathak, H. On the maintainability of review against a Section 11 order. *Indian journal of arbitration law* (Jodhpur, India) 4:2:87-117, 2015.
- Paulsson, M.R.P. and others. Enforcement of Convention awards on the rise in China: with a double-layered default system of checks and balances. *Asian dispute review* (Hong Kong) 30-35, January 2016.
- _____. The 1958 New York Convention in action. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2016. 269 p.
- Perales Viscasillas, M. del P. The UNCITRAL Model Law on International Commercial Arbitration: interpretation, general principles and arbitrability. *Journal of law, society and development* (Pretoria, South Africa) 3:1:67-84, 2016.
- Pereira, C.A. Recognition of foreign judgments and awards in Brazil. *Transnational dispute management* (Voorburg, The Netherlands) 13:2, June 2016.
- Pérez Lozada, F. The principle of equal treatment of the parties in international commercial arbitration. *Vindobona journal of international commercial law and arbitration* (Vienna) 19:2:171-180, 2015.
- Peterson, L.E. Kaufmann-Kohler looks at ‘opt-in’ treaty to scale up proposed multilateral ISDS procedural reforms: will UNCITRAL be the playing-field? *Investment arbitration reporter* (New York) 16 June 2016.
- Porubský, R. and O. Poništiak. The importance of the seat of arbitration in the European context. *Czech yearbook of international law* (Huntington, N.Y.) 7:239-254, 2016.
- Prodigalidad, P.-A.T. An arbitrator’s expert, yet secret, knowledge: friend or foe? (lessons learned from the Bankard Saga). *Asian international arbitration journal* (Singapore) 12:1:1-20, 2016.
- Radicati di Brozolo, L.G. Autonomia negoziale e ruolo del diritto materiale nell’arbitrato internazionale e interno. *Rivista dell’arbitrato* (Milano) 26:1:1-32, 2016.
- 标题翻译：当事人意思自治和实体法在国际和国内仲裁中的作用。
- _____. L’autorité de chose jugée des décisions relatives à l’annulation des sentences : l’expérience récente des Etats-Unis. *Revue de l’arbitrage* (Paris) 1:198-217, 2016.
- Reinisch, A. and L. Stifter. European investment policy and ISDS. *ELTE law journal* (Budapest) 1:11-25, 2015.

- Reisman, W.M. and others. *International commercial arbitration: cases, materials, and notes on the resolution of international business disputes*. 2nd ed. St. Paul, Minn., Foundation Press, 2015. 1218 p.
- Ribeiro, J. and S. Sato. 投資仲裁における透明性: 日本における透明性の重要性 (下) . *Kokusai shōji hōmu* (Tokyo) 44:2:185-190, 2016.
 标题翻译: 投资仲裁的透明度: 对日本的重要性 (第二部分)。
- Rix, B. and J. Huard-Bourgois. Revelations on the English approach to enforcement of international awards: a dialogue with Professor Sir Bernard Rix. *Cahiers de l'arbitrage = Paris journal of international arbitration* (Paris) 2:387-399, 2016.
- Rooney, K.M. Conciliation and mediation of international commercial disputes in Asia and UNCITRAL's working group on the international enforcement of settlement agreements. *Asian dispute review* (Hong Kong) 195-201, October 2016.
- Sánchez-Lorenzo, S.A. El principio de mínima intervención judicial en el arbitraje comercial internacional. *Revista de arbitraje comercial y de inversiones* (Alphen aan den Rijn, The Netherlands) 9:1:13-44, 2016.
- Schacherer, S. TPP, CETA and TTIP between innovation and consolidation: resolving investor-state disputes under mega-regionals. *Journal of international dispute settlement* (Oxford, U.K.) 7:3:628-653, 2016.
- Scheil, J.-M. Recht und Rechtsprechung zur Anerkennung und Vollstreckung ausländischer Schiedssprüche in Vietnam. *SchiedsVZ* (München) 14:6:307-314, 2016.
 标题翻译: 越南关于承认和执行外国仲裁裁决的法律和判例。
- Scherer, M. Effects of international judgments relating to awards. *Pepperdine law review* (Malibu, Calif.) 43:5:637-648, 2016.
- Schill, S.W. The Mauritius Convention on Transparency: a piece of constitutional reform of the international investment regime. *Journal of world investment & trade* (The Hague) 16:201-204, 2015.
- Schroeder, C. The practice of expertise in international arbitration. *Cahiers de l'arbitrage = Paris journal of international arbitration* (Paris) 2:401-426, 2016.
- Seppälä, C.R. Why Finland should adopt the UNCITRAL Model Law on International Commercial Arbitration. *Liikejuridiikka* (Helsinki) 3, 2016. 11 p.
- Sheppard, A. The approach of investment treaty tribunals to evidentiary privileges. *ICSID review* (Oxford, U.K.) 31:3:670-689, 2016.
- Shirlow, E. Dawn of a new era?: the UNCITRAL Rules and UN Convention on Transparency in Treaty-Based Investor-State Arbitration. *ICSID review* (Oxford, U.K.) 31:3:622-654, 2016.

- Sippel, H. Med-arb: recent trends and an outlook on the future. *Czech (& Central European) yearbook of arbitration* (Huntington, N.Y.) 6:151-176, 2016.
- Sneij, F. Are IIAs old-fashioned?: how consistency in the use of public policy fosters the object and purpose of investment agreements. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:2-3:197-215, 2016.
- Sorieul, R. UNCITRAL and the Rules on Transparency. *Revue des juristes de Science Po* (Paris) 9:19-23, 2014.
- Stanivuković, M. Ad hok arbitraža na teritoriji Srbije: pokretanje postupka i konstituisanje arbitražnog suda. *Zbornik radova Pravnog fakulteta* (Novi Sad, Serbia) 47:3:123-144, 2013.
- 标题翻译: 塞尔维亚境内的特设仲裁: 程序的启动和仲裁庭的组建。
- Strong, S.I. Realizing rationality: an empirical assessment of international commercial mediation. *Social science research network* 2016.
- Sun, H. 国际商事仲裁临时措施释义. *China collective economy* (China) 25:102-103, 2016.
- Sun, K. 国际投资争端仲裁中的透明度问题研究. *Business* (China) 19:102, 2016.
- Takasugi, N. 国際商事仲裁における実体準拠法決定の違反と仲裁判断の取消. *International public policy studies* (Japan) 21:1:51-61, 2016.
- 标题翻译: 在确定国际商事仲裁案情适用法方面的缺陷和废除由此产生的裁决。
- Tercier, P. and D. Devitre. The public policy exception: a comparison of the Indian and Swiss perspectives. *Indian journal of arbitration law* (Jodhpur, India) 5:1:7-34, 2016.
- Thöne, M. Delocalisation in international commercial arbitration. *SchiedsVZ* (München) 14:5:257-262, 2016.
- Tufte-Kristensen, J. The unilateral appointment of co-arbitrators. *Arbitration international* (Oxford, U.K.) 32:3:483-503, 2016.
- Tully, S.R. Challenging awards before national courts for a denial of natural justice: lessons from Australia. *Arbitration international* (London) 32:4:659-680, 2016.
- UN Commission on International Trade Law, ed. Second conference for a Euro-Mediterranean community of international arbitration, Cairo, 12 November 2015. New York, United Nations, 2016. 86 p.
- _____, ed. UNCITRAL Notes on Organizing Arbitral Proceedings (2016). New York, United Nations, 2016. 40 p.
- _____, ed. UNCITRAL Secretariat Guide on the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958). New York, United Nations, 2016. 352 p.

- Van Zelst, B. Unilateral option arbitration clauses in the EU: a comparative assessment of the operation of unilateral option arbitration clauses in the European context. *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 33:4:365-378, 2016.
- Varakina, O. Ukraine: pioneering the analytical approach to the enforcement of emergency arbitrator awards. *European international arbitration review* (Huntington, N.Y.) 4:2:69-75, 2015.
- Wehland, H. The regulation of parallel proceedings in investor-state disputes. *ICSID review* (Oxford, U.K.) 31:3:576-596, 2016.
- Westcott, M. The UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration. *Arbitration* (London) 82:3:302-305, 2016.
- Wolff, R. Empfiehlt sich eine Reform des deutschen Schiedsverfahrensrechts? *SchiedsVZ* (München) 14:6:293-306, 2016.
标题翻译: 是否有必要改革德国仲裁法?
- Wong, J. BG Group v. Republic of Argentina: a supreme misunderstanding of investment treaty arbitration. *Pepperdine law review* (Malibu, Calif.) 43:541-574, 2016.
- Wong, S. Hong Kong Arbitration Ordinance 2011 CAP 609: a guide and commentary. Hong Kong, Paper House Limited, 2011. 273 p.
- Xiao, B. 《纽约公约》背景下我国对外国仲裁裁决承认及执行的实证研究. *Modern Law Science* (China) 38:3:181-193, 2016.
- Xiaoli, G. The impact and future of the PRC Arbitration Law on judicial review of international commercial arbitration by the PRC courts. *Asian dispute review* (Hong Kong) 82-87, April 2016.
- Yadykin, A. and others. The Russian arbitration reform. *Arbitration international* (London) 32:4:641-650, 2016.
- Zhang, H. 《自贸区仲裁规则》下临时措施实践的困境与出路. *Journal of Dalian Maritime University* (China) 14:6:35-64, 2016.
- Zhu, L. and Y.T.T. Lau. Law and practice of maritime arbitration in Hong Kong. *Journal of international maritime law* (Witney, U.K.) 22:3:212-223, 2016.
- Ziad é N.G. The new Bahraini Arbitration Act. *International journal of Arab arbitration* (Alphen aan den Rijn, The Netherlands) 8:1:5-14, 2016.

四. 国际运输

- Ahmadi, M.R.A. and others. Comparative study of bill of lading function as title document. *Journal of politics and law* (Toronto) 10:1:188-196, 2017.

- Arroyo Vendrell, T. El contrato de transporte internacional de mercancías puerta a puerta en las Reglas de Rotterdam: cooperación y conflicto entre convenciones. Madrid, Marcial Pons, 2015. 394 p.
- Burnett, R. and V. Bath. Law of international business in Australasia. Sydney, The Federation Press, 2009. 519 p.
- Chen, S. 论《鹿特丹规则》对‘一带一路’的重要性. *Chinese journal of maritime law* (China) 27:1:9-32, 2016.
- Chuah, J. Law of international trade: cross-border commercial transactions. 5th ed. London, Thomson Reuters, 2013. 846 p.
- Degirmenci, N.K. Article 12(3) of the Rotterdam Rules: in the middle of serious concerns and important features. *Journal of maritime law and commerce* (Baltimore, Md.) 45:2:233-276, 2014.
- Fresnedo de Aguirre, C., ed. Las personas frente a la dinámica y las exigencias del mundo globalizado: (jornadas de la ASADIP 2010). Asunción, CEDEP; ASADIP, 2010. 536 p.
- Hu, X. 国际海上货物运输承运人责任基础的强制性发展. *Modern law science* (China) 38:1:153-163, 2016.
- Jacobsson, M. To what extent do international treaties result in the uniformity of maritime law? *Journal of international maritime law* (Witney, U.K.) 22:2:94-110, 2016.
- Jiménez, F. General context of carrier obligations in contracts of carriage of goods by sea: reference to Spanish and Colombian law. *Universitas* (Bogotá) 131:363-390, 2015.
- Kovács, V. Kodifikáció az UNCITRAL égisze alatt, a Hamburgi Egyezmény. *Jog-állam-politika* (Győr, Hungary) 8:1:89-120, 2016.
标题翻译：贸易法委员会主持下的法典编纂，《汉堡规则》。
- Lapiedra Alcamí R. El arbitraje marítimo internacional en las Reglas de Rotterdam = international maritime arbitration in Rotterdam Rules. *Revista Boliviana de derecho* (Santa Cruz, Bolivia) 22:1:144-173, 2016.
- Maurer, A. Einheitsrecht im internationalen Warentransport. *Rabels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen, Germany) 81:1:117-157, 2017.
标题翻译：国际货物运输中的统一法。
- Ngoc, J.H. La Convention CMR et les Règles de Rotterdam. *Uniform law review = Revue de droit uniforme* (Oxford, U.K.) 21:4:469-486, 2016.
- Okanigbuan, F.A. Carriers' liability in contracts for the carriage of goods by sea: is there a justification for the Hamburg and Rotterdam Rules? *Business law review* (Alphen aan den Rijn, The Netherlands) 37:6:222-230, 2016.

Oršulić, I. and B. Bulum. Neki problemi vezani uz uređenje elektroničkih prijevoznih isprava i poticanje elektroničke trgovine u Roterdamskim Pravilima. *Comparative maritime law* (Zagreb) 50:165:165-193, 2011.

标题翻译：与运输单证电子替代手段相关的一些问题和根据《鹿特丹规则》推广电子商务。

Özdel, M. Enforcement of arbitration clauses in bills of lading: where are we now? *Journal of international arbitration* (Alphen aan den Rijn, The Netherlands) 33:2:151-169, 2016.

Qu, J. FOB 卖方对承运人之诉权问题探究. *Oriental legal studies* (China) 2016:1:153-160.

Railas, L. The identity of the shipper and Incoterms 2010. *European transport law* (Antwerpen, Belgium) 51:3:239-261, 2016.

Rogers, A. and others. Cases and materials on the carriage of goods by sea. 4th ed. Oxon, U.K., Routledge, 2016. 566 p.

Røsæg, E. Liability issues in respect of part performance of international carriage by cargo. *Journal of international maritime law* (Witney, U.K.) 21:6:460-472, 2015.

Sandoval López, R. Derecho comercial: tomo IV: derecho comercial internacional. Santiago, Editorial Jurídica de Chile, 2015. 465 p.

Si, Y. and X. Cao. 海上货物运输法律制度的形式统一与实质统一- 兼论《鹿特丹规则》第2条. *Social science journal* (China) 2016:1:66-71.

Sweeney, J.F. and C. Rouffet. 《鹿特丹规则》：过去与未来. *Chinese journal of maritime law* (China) 27:1:3-8, 2016.

Takahashi, K. Blockchain technology and electronic bills of lading. *Journal of international maritime law* (Witney, U.K.) 22:3:202-211, 2016.

Wang, S. and C. Yao. 对《鹿特丹规则》关于承运人识别问题的思考. *Legality vision* (China) 226:187-188, 2016.

五. 国际支付（包括独立担保和备用信用证）

Kelly-Louw, M. The doctrine of strict compliance in the context of demand guarantees. *Comparative and international law journal of Southern Africa* (Pretoria) 49:1:85-129, 2016.

Muñoz, E. and D.O. Ament-Guemez. Independent guarantee clauses in CISG contracts. *Journal of international commercial law* (Arlington, Va.) 7:2:83-114, 2016.

Ngoma, W. Towards a more flexible approach to the fraud exception in letters of credit under South African law: a comparative analysis with select common law approaches and the UNCITRAL Convention. Cape Town, South Africa, University

of Cape Town, 2015. 71 p. Thesis (LLM) - Faculty of law, School for Advanced Legal Studies, University of Cape Town (2015).

六. 电子商务

Al-Nuemat, A. and M. Al-Thunibat. Use of e-signature in proof of contracts concluded through the internet in Jordan. *Beijing law review* (Beijing) 7:4:357-370, 2016.

Bolam, P. and R. Choi. Electronic signatures: when are they effective? *Internet law bulletin* (Chatswood, N.S.W.) 15:7:118, 2012.

Camilo, G.V. de G. A uniformização do direito do comércio internacional e o uso de comunicações eletrônicas em contratos. *Revista eletrônica de direito internacional* (Brazil) 17:130-158, 2016.

标题翻译：国际贸易法的协调统一和电子通信在合同中的使用。

Castellani, L. The United Nations Convention on the Use of Electronic Communications in International Contracts at ten: practical relevance and lessons learned. *Journal of law, society and development* (Pretoria, South Africa) 3:1:132-152, 2016.

Gregory, J.D. Legislating trust. *Canadian journal of law and technology* (Halifax, N.S.) 12:1:1-26, 2014.

Habibzadeh, T. Analysing legal status of electronic agents in contracting through interactive websites: comparative study of American, English and EU laws developing Iranian legal system. *Information & communications technology law* (Abingdon, U.K.) 25:2:150-172, 2016.

Jacquemin, H., ed. L'identification électronique et les services de confiance depuis le règlement eIDAS. Bruxelles, Larcier, 2016. 425 p.

Keechang, K. 전자문서 및 전자거래 기본법의 재평가: 전자 상거래 모델법 제정 20 주년을 맞이하며. *Informedia law* 20:2:69-109, 2016.

标题翻译：重新评价《韩国电子交易法》：《贸易法委员会电子商务示范法》(1996) 20周年之际。

Kozinets, N.V. Проблемы международного сотрудничества в сфере регулирования трансграничной электронной торговли в контексте деятельности международных организаций. *Актуальные проблемы российского права* (Москва) 65:4:194-202, 2016.

Lambert, J.B. The U.N. Convention on Electronic Contracting: back from the dead? *Social science research network* 1 July 2016.

Merchán Murillo, A. Reconocimiento transfronterizo de la firma electrónica. Sevilla, Spain, Universidad Pablo de Olavide, 2015. 529 p. Thesis - Facultad de Derecho, Universidad Pablo de Olavide, 2015.

Moore, J. and T. Wong. Electronic signatures in once-off transactions. *HWL Ebsworth Lawyers news & publications* (Sydney) 11 November 2015.

Mosavi, S.A. and A. Afrogh. Investigation and comparison of time and location of contract conclusion in Iranian Electronic Commerce Act and UNCITRAL Model Law. *Journal of politics and law* (Toronto) 10:1:32-41, 2017.

Oršulić, I. and B. Bulum. Neki problemi vezani uz uređenje elektroničkih prijevoznih isprava i poticanje elektroničke trgovine u Roterdamskim Pravilima. *Comparative maritime law* (Zagreb) 50:165:165-193, 2011.

标题翻译：与运输单证电子替代手段相关的一些问题和根据《鹿特丹规则》推广电子商务。

Peña Valenzuela, D. De la firma manuscrita a las firmas electrónica y digital: derecho internacional de los negocios: alcances. Bogotá Universidad Externado de Colombia, 2015. 301 p.

Platsas, A.E. The idea of legal convergence and electronic law. In Values and freedoms in modern information law & ethics. M. Bottis, E. Alexandropoulou, I. Iglezakis (eds.). Athens, Nomiki Vivliothiki, 2012.

Prokić, D. The adoption of the United Nations Convention on the Use of Electronic Communications in International Contracts in Serbia: a way to facilitate cross-border trade. *Annals of the Faculty of Law in Belgrade - Belgrade Law Review* (Belgrade) 3:266-286, 2016.

Reza Fallah, M. and others. Mistakes in electronic contracts in Iranian law and UN Convention on the Use of Electronic Communications in Electronic Contracts. *Journal of politics and law* (Toronto) 9:10:88-94, 2016.

Robles Farías, D. El comercio y la firma electrónicos: el modelo mexicano. In Obra en homenaje a Rodolfo Cruz Miramontes. M. Becerra Ramírez, et al. (coord.), México D.F., Universidad Nacional Autónoma de México, 2008, p.545-580.

Šafranko, Z. Pravni aspekti korištenja elektroničkih prenosivih zapisa u trgovačkim transakcijama. Zagreb, University of Zagreb, 2016. 285 p. Thesis (PhD) -- University of Zagreb, Faculty of Law, 2016.

标题翻译：商业交易中使用电子可转让记录涉及的法律方面。

_____.The notion of electronic transferable records. *InterEU law east* (Zagreb) 3:2:1-31, 2016.

Sánchez del Castillo, V. and R. Illescas Ortiz. Código internacional de derecho del comercio electrónico: regulación de la sociedad de la información en el derecho uniforme, comunitario, español y costarricense. San José Editorial Investigaciones Jurídicas S.A., 2016. 579 p.

Sandoval López, R. Derecho comercial: tomo IV: derecho comercial internacional. Santiago, Editorial Jurídica de Chile, 2015. 465 p.

Sasso, L. Certain comparative notes on electronic contract formation. *Pravo Zhurnal Vysshey shkoly ekonomiki* (Moscow) 1:204-219, 2016.

Sethia, A. Rethinking admissibility of electronic evidence. *International journal of law and information technology* (Oxford, U.K.) 24:3:229-250, 2016.

Shim, C. A study on the legal interpretation and application for UN Convention on the Use of Electronic Communications in International Contracts. *Journal of Korea Research Society for Customs* (Seoul) 11:1:437-460, 2010.

标题翻译。韩文。

SmahhHadi, M.

عقد البيع الالكتروني وحجته في الاثبات.

Political issues (Baghdad) 25:1:203-220, 2011.

Srivastava, A. Electronic signatures in online transactions: lessons from South Africa. *Common law world review* (London) 45:2-3:141-152, 2016.

Swales, L. The regulation of electronic signatures: time for review and amendment. *South African law journal* (Grahamstown, South Africa) 257-270, 2015.

Takahashi, K. Blockchain technology and electronic bills of lading. *Journal of international maritime law* (Witney, U.K.) 22:3:202-211, 2016.

UNCITRAL Seminar on the UN Convention on the Use of Electronic Communications in International Contracts, November 25, 2016, Gachon University, Republic of Korea. s.l., Gachon University, 2016. 43 p.

标题翻译。韩文。

Wang, Y. and S. Pettit, eds. E-logistics: managing your digital supply chains for competitive advantage. London, Kogan Page, 2016. 516 p.

Xue, H. 论《联合国国际合同使用电子通信公约》的广义应用. *Journal of Chongqing University of Posts and Telecommunications* (China) 28:4:24-29, 2016.

Yoon, N.S. Scope of application of the United Nations Convention on the Use of Electronic Communications in International Contracts. *Law journal of Chungbuk National University* (Cheongju, Republic of Korea) 20:2:75-104, 2009.

Yu, H. 我国电子签名框架性效力规则的不足与完善. *Legal science* (China) 1:26-37, 2016.

七. 担保权益（包括应收款融资）

Bazinas, S.V. Security interests in non-intermediated securities in the UNCITRAL draft model law on secured transactions. In *Eppur si muove: the age of uniform law. Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday. Vol. I.* UNIDROIT, ed. Rome, 2016. p. 305-315.

_____.The draft UNCITRAL Model Law on Secured Transactions.In The draft UNCITRAL Model Law on Secured Transactions: why and how?B. Foëx (ed.), Geneva/Zurich, Schulthess, 2016, p.19-44.

_____.The UNCITRAL Legislative Guide on Secured Transactions and the draft UNCITRAL Model Law on Secured Transactions compared.In Secured transactions law reform: principles, policies and practice.L.Gullifer, O. Akseli (eds.), Oxford, U.K., Hart Publishing, 2016, p.481-502.

Eppur si muove: the age of uniform law. Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday. Rome, UNIDROIT, 2016. 2 vols.

Gárdos, P. Az engedményezés az UNCITRAL egyezményben és a készülő új Polgári Törvénykönyvben. *Gazdaság és jog* (Budapest) 3:11-17, 2004.

标题翻译：贸易法委员会公约中的转让和民法新草案。

Gullifer, L. and N.O. Akseli, eds. Secured transactions law reform: principles, policies and practice. Oxford, U.K., Hart Publishing, 2016. 542 p.

Huber, S. Transnationales Kreditsicherungsrecht. *Rebels Zeitschrift für ausländisches und internationales Privatrecht* (Tübingen, Germany) 81:1:77-116, 2017.

标题翻译：担保交易法：跨国视角。

UN Commission on International Trade Law, ed. UNCITRAL Model Law on Secured Transactions (2016). New York, United Nations, 2016. 77 p.

八. 采购

Albano, G.L. and C. Nicholas. The law and economics of framework agreements: designing flexible solutions for public procurement. Cambridge, U.K., Cambridge University Press, 2016. 342 p.

Audit, M. and S.W. Schill, eds. Transnational law of public contracts. Bruxelles, Bruylant, 2016. 971 p.

Cely Ramos, L.A. La Convención de Naciones Unidas de Compraventa Internacional de Mercaderías en el sistema de contratación pública de Colombia. *Revista CES derecho* (Colombia) 7:2:95-105, 2016.

Ge, X. 公共采购领域如何简政放权 放管结合. 中国招标 (China) 8:22-26, 2015.

_____.关于‘投标人不足 3 个导致招标失败’的思考.招标与投标 (China) 10:28-30, 2015.

_____.我国两阶段招标任重道远.中国招标 (China) 6:4-7, 2015.

_____.浅谈保持招标投标活动的采购记录的法律规定——以《贸易法委员会公共采购示范法》的规定为参考.招标与投标 (China) 12:24-26, 2015.

_____.竞争性谈判如何更好地与国际接轨.中国招标 (China) 5:4-8, 2015.

_____. 《贸易法委员会公共采购示范法》对我国协议供货的借鉴之处. 中国招标 (China) 9:14-18, 2015.

Nicholas, C. Enforcing the requirements of the 2011 UNCITRAL Model Law on Public Procurement: model rules on suspension and debarment? *Public procurement law review* (London) 25:3:NA81-NA85, 2016.

Organization for Security and Co-operation in Europe, ed. Handbook on combating corruption. Vienna, OSCE, 2016. 241 p.

Pereira, C. Application of the CISG to international government procurement of goods. *Public procurement law review* (London) 25:1:20-32, 2015.

Yukins, C.R. and J.S. Schnitzer. GPA accession: lessons learned on the strengths and weaknesses of the WTO Government Procurement Agreement. *Trade, law and development* (Jodhpur, India) 7:1:89-119, 2015.

九. 破产

Anderson, H. What is the purpose of insolvency proceedings? *Journal of business law* (London) 8:670-695, 2016.

Backus, S. COMI confusion: COMI fusion? *International corporate rescue* (London) 14:1:16-22, 2017.

Butler, S. and others. Maritime law and insolvency law: averting collisions? *Insolvency law journal* (Brisbane) 24:1:70-75, 2016.

Clements, G. The harmonizing directive of Section 1508: foreign case law's role in interpreting Chapter 15 of the U.S. Bankruptcy Code. *Northwestern journal of international law & business* (Chicago, Ill.) 36:2:435-468, 2016.

Clift, J. Clarifying the Model Law: a senior legal officer at the UN explains recent developments in the pioneering framework on cross-border insolvency. *International financial law review* (London) Insolvency and corporate reorganisation report 2016, pp. 7-9.

Costa, G. da. Why Brazil should adopt the UNCITRAL Model Law on Cross-Border Insolvency. *Inbrazil blog* 7 July 2016.

Daly, C. and B. Friedman. Continental drift: challenges and possible solutions to cross-border insolvency issues following Brexit. *International corporate rescue* (Hertfordshire, U.K.) 13:4:221-224, 2016.

Deane, F. and R. Mason. The UNCITRAL Model Law on Cross-border Insolvency and the rule of law. *International insolvency review* (Chichester, U.K.) 25:2:138-159, 2016.

DeLaughter, H. Why two facets of Chapter 15 rulings hinder cross-border insolvency petitions in the United States. *Emory bankruptcy developments journal* (Atlanta, Ga.) 32:2:397-431, 2016.

- Gopalan, S. and M. Guihot. Cross-border insolvency law and multinational enterprise groups: judicial innovation as an international solution. *George Washington international law review* (Washington, D.C.) 48:3:549-616, 2016.
- Guihot, M. Cross-border insolvency: a case for a transaction cost economics analysis. *Norton journal of bankruptcy law and practice* (New York) 25:5:1-38, 2016.
- Hagihara, S. UNCITRAL 多国籍結合企業における国際倒産の容易化に関する 立法案（1 仮訳）」と、「UNCITRAL 国際倒産モデル法 2」及び 「UNCITRAL 倒産立法ガイド 3」 との比較. *Setsunan Hogaku* (Tokyo) 51-52:75-120, 2016.
- 标题翻译：贸易法委员会关于便利跨国企业集团跨国界破产的条款草案与《贸易法委员会跨国界破产示范法》（1997）和《破产法立法指南》（2004）的比较。
- Hunter, D.I. Nobody likes rejection: protecting IP licenses in cross-border insolvency. *Georgetown journal of international law* (Washington, D.C.) 47:1167-1195, 2016.
- Kefayati, S. and M. Ashouri. International bankruptcy with an emphasis on trade bill approved in 2013. *Journal of politics and law* (Toronto) 10:2:1-8, 2017.
- Labbé A. UN cross-border insolvency law revisited. *International financial law review* (London) 11 October 2016.
- Mannan, M. Are Bangladesh, India and Pakistan ready to adopt the UNCITRAL Model Law on Cross-Border Insolvency? *International insolvency review* (Chichester, U.K.) 25:3:195-224, 2016.
- Reumers, M. What is in a name?: group coordination or consolidation plan - what is allowed under the EIR Recast? *International insolvency review* (Chichester, U.K.) 25:3:225-240, 2016.
- Sawadogo, F.M. Le droit des entreprises en difficulté dans l'AUPC révisé de l'OHADA : approche analytique. *Revue de droit international et de droit comparé* (Bruxelles) 93:1:53-101, 2016.
- Sergeev, A. and T. Tereshchenko. The recognition of cross-border insolvencies and bankruptcies. *Czech yearbook of international law* (Huntington, N.Y.) 7:255-278, 2016.
- Shetye, N. International insolvency: an Indian perspective on cross-border treatment of cases. *Fordham international law journal* (New York) 39:4:1045-1080, 2016.
- Soars, J. Cross-border insolvency and shipping: a practical guide. *Federal Court of Australia: papers & publications* (Canberra) 23 April 2015.
- Takagi, S. Project to strengthen Singapore as an international centre for debt restructuring and related proposals including Asian regional insolvency convention. *International corporate rescue* (London) 13:6:409-412, 2016.

Thomas, R. and J. Richmond. The collapse of Hanjin Shipping: an English lawyer's perspective. *International corporate rescue* (London) 13:6:378-383, 2016.

Wessels, B. and G.-J. Boon. Cross-border insolvency law: international instruments and commentary. 2nd ed. Alphen aan den Rijn, The Netherlands, Kluwer Law International, 2015. 1018 p.

Wood, A. Cross-border recognition: UNCITRAL Model Law on Cross-Border Insolvency enacted into English law. *Business restructuring and insolvency newsletter* (London) 6-11, spring 2006.

十. 国际建造合同

[本标题下没有出版物记录在案。]

十一. 国际对销贸易

[本标题下没有出版物记录在案。]

十二. 私人融资基础设施项目

De Cazalet, B. La CNUDCI doit maintenir son rôle moteur de la réglementation des PPP = UNCITRAL to keep the lead on PPP regulatory work. *Revue de droit des affaires internationales = International business law journal* (Paris) 2:137-174, 2016.

十三. 网上争议解决

Flebus, C. Report: UNCITRAL Working Group III on Online Dispute Resolution - a change of focus in the outcome document. *International law practicum* (Albany, N.Y.) 29:1:60-62, 2016.

Karasiński, K.D. Online dispute resolution. *Przegląd prawa handlowego* (Warszawa) 8:41-46, 2016.

标题翻译。波兰文。

Koulu, R. Blockchains and online dispute resolution: smart contracts as an alternative to enforcement. *SCRIPTed* (Edinburgh, U.K.) 13:1:40-69, 2016.