



ALMA MATER STUDIORUM  
UNIVERSITÀ DI BOLOGNA  
DIPARTIMENTO DI SCIENZE GIURIDICHE

***8<sup>th</sup> International Research Seminar  
in Maritime, Port and Transport Law  
6<sup>th</sup> June – 8<sup>th</sup> June 2019***

***Alma Mater Studiorum – Università di Bologna  
Campus of Ravenna  
School of Law – Aula Magna  
Via Guglielmo Oberdan, 1/2 - 48121 Ravenna***

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

in collaboration with

**UNIVERSITÀ DEGLI STUDI DI TERAMO**

**A.I.DI.NA.T.**

**ASSOCIAZIONE ITALIANA DI DIRITTO DELLA NAVIGAZIONE E DEI TRASPORTI**

**AIDIM**

**ASSOCIAZIONE ITALIANA DI DIRITTO MARITTIMO**

**IL DIRITTO MARITTIMO**

**RIVISTA TRIMESTRALE**

**DI DOTTRINA GIURISPRUDENZA LEGISLAZIONE ITALIANA E STRANIERA**

**FONDAZIONE FLAMINIA PER L'UNIVERSITÀ IN ROMAGNA**



**UNIVERSITÀ  
DEGLI STUDI  
DI TERAMO**



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**IL DIRITTO MARITTIMO**

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ITALIANA E STRANIERA**

FONDATA NEL 1899 DA FRANCESCO BERLINGIERI



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

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### **AIMS**

The aims of the 8<sup>th</sup> *International Research Seminar in Maritime, Port and Transport Law* are many. Firstly, it will offer post-Ph.D. Researchers and Ph.D.-students an opportunity to present their on-going research to each other and to receive valuable feedback on their on-going work from their Colleagues from the fields of Maritime, Port and Transport Law. Lawyers and advanced law students interested are invited to hear reports, and if necessary intervene with questions.

Secondly, on Saturday morning the program starts with in-depth *Lectio Magistralis* given by a leading Law Professor, Professor Dr. Rhidian Thomas (Swansea University) on subjects of current interest.

During the three days seven Masterclasses will be held by Prof. Dr. Julia Constantino Chagas Lessa (Erasmus University Rotterdam), Prof. Dr. Mišo Mudrić (University of Zagreb), Prof. Dr. Elena Orrù (*Alma Mater Studiorum* – University of Bologna), Prof. Dr. Achim Puetz (Jaume I-University, Castellon), Prof. Dr. Alessio Claroni (University of Trento), Prof. Dr. Igor Vio (University of Rijeka), Vincenzo Casaregola (Officer of the Italian Finance Police) and Alessandro Torello (University of Macerata).

Thirdly, during the seminar participants will have excellent networking opportunities to improve or extend their international academic contacts in the fields of Maritime, Port and Transport Law.

### **TARGET**

Post-Ph.D. Researchers and Ph.D.-Students in the fields of Maritime, Port and Transport Law (both Private and Public Law and including Procedural Law, Jurisdiction and Conflict Law) from all over the World. The International Research Seminar is also open for attendance by legal practitioners and advanced law students of at least master level who have already successfully completed their course(s) in Maritime and/or Transport Law and who are interested in specializing further in these matters.

### **BASIC SET-UP**

The time slots available for the various presentations by post-Ph.D. Researchers and Ph.D. students are determined in 20 minutes each, with 10 minutes for the discussion in the end of each presentation. Presentations will be grouped together in sessions based upon the subject matter.

### **LECTIO MAGISTRALIS**

Prof. Dr. Rhidian Thomas, Professor Emeritus of Maritime Law and Founder Director of the Institute of International Shipping and Trade Law (School of Law, Swansea University) will hold a *Lectio Magistralis* to the participants of the *International Research Seminar* on current topics of interest relating to the nature of and current developments in English Marine Insurance Law. The idea is to provide high-level teaching to the post-Ph.D. Researchers and Ph.D. students and advanced master students who in turn are expected to prepare for and participate actively in discussion during the master class.

# PROGRAMME

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**Thursday**  
**6<sup>th</sup> June 2019**

9.00 – Registration

9.30 – Welcome address - opening remarks

**Prof. Stefano Zunarelli**

**Prof. Dr. Massimiliano Musi**

10.00 – Masterclass

**Prof. Dr. Julia Constantino Chagas Lessa:** *“How Can “Admiralty Creditors” Have Their Rights Protected in Case of Insolvency?”*

11.00 – Coffee break

11.30 – Presentations Post-Ph.D. Researchers, Ph.D. Students and qualified Lawyers  
Session I

**Dr. Anna Montesano** – *“The New Face of the Maritime and Transport Industry: Electronic Transport Documents and Blockchain Technology”*

**Sergio Napolitano** - *“Incoterms: Overview and Practical Implications”*

**Apostolos Triskogiannis:** *“Maritime Liens under the Perspective of Private International Law and Insolvency Law”*

13.00 – Lunch break

14.00 – Masterclass

**Prof. Dr. Mišo Mudrić:** *“Uber’s Service as a Transportation Service”*

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15.00 – Presentations Post-Ph.D. Researchers, Ph.D. Students and qualified Lawyers  
Session II

**Prof. Dr. Julia Constantino Chagas Lessa – Tudor Vechiu:** *“Are Autonomous Vessels to Provide a More Safe and Secure Shipping in the Current Legislator Framework? Let the Scramble Game Begin”*

**Prof. Dr. Belma Bulut:** *“A Regulatory Perspective on the Effects of Autonomous Vessels on the Future of Seafaring”*

16.00 – Coffee break

16.30 – Presentations Post-Ph.D. Researchers, Ph.D. Students and qualified Lawyers  
Session III

**Dr. Federico Franchina:** *“Sale and Lease Back in Shipping”*

**Gabriel Ballesta Luque:** *“Civil Liability for Marine Pollution on Spanish Maritime Navigation Act”*

**Weronika Lis:** *“Offshore Wind Farms on the Baltic Sea as the Soon-to-Be Green Battery of Poland? Ambitious Plans of Energy Policy vs Current National Legislation”*

**Prof. Dr. Arber Gjeta:** *“Transport Contract in Albanian Legislation between Civil Code and Special Legislation”*

18.30 – Leisure time – happy hour/dinner

**Friday**  
**7<sup>th</sup> June 2019**

9.00 – Presentations Post-Ph.D. Researchers, Ph.D. Students and qualified Lawyers –  
Session IV

**Prof. Dr. Juan Pablo Rodriguez Delgado:** *“International Recognition of Judicial Sales of Ships. The CMI Draft Convention and the Future Work in UNCITRAL”*

**Ilaria Malaguti:** *“Recent Developments of EU State Aid Policy in Transport Infrastructures, EU Institutions Perspectives on the Future and the Impact of One Belt One Road (OBOR) Chinese Investment Plan in Europe”*

10.00 – Coffee break

10.30 – Presentations Post-Ph.D. Researchers, Ph.D. Students and qualified Lawyers  
Session V

**Anna Razzaboni:** *“A Focus on the Italian Discipline and Case Law Concerning the Insurance Contract for the Benefit of Those It May Concern and the Insured’s Implied Consent”*

**Alessandra Laconi – Lucrezia Pari:** *“The Limitation of the Shipowner’s Liability in the Field of Pleasure Crafts According to Italian Law: a Hybrid Factispecies”*

**Francesca Mambelli:** *“Insurance: Mandatory Economic Requirement to Carry out Offshore Mining Activities”*

**Vincenzo Battistella:** *“Insurance Regulations under the Offshore Contracts”*

12.30 – Lunch break

14.00 – Masterclass

**Prof. Dr. Elena Orrù:** *“Passing of Risk and Insurable Interest in International Sales on CIF and FOB Terms”*

15.00 – Masterclass

**Prof. Dr. Achim Puetz:** *“Ship Management Agreements: Content, Liability and Insurance”*

16.00 – Coffee break

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16.30 – Presentations Post-Ph.D. Researchers, Ph.D. Students and qualified Lawyers  
Session VI

**Lorenzo Pellerano:** *“Marine or not Marine? Claims Made Insurance Policies in the Shipping Sector”*

**Zoran Tasic:** *“Security Assignment of Insurances in International Ship Finance”*

**Linda Tontodonati:** *“UAE Marine Insurance Law”*

**Andrea Rottoli – Silvia Boiardi:** *“Main Features of Direct and Indirect Taxation of the Maritime and Inland Waterways Transport, also in Relation to Some Insurance Aspects”*

18.30 – Presentation of the Master in Maritime Port and Logistics Law  
*Alma Mater Studiorum* University of Bologna, Campus of Ravenna

19.00 – Leisure time – happy hour/dinner

**Saturday**  
**8<sup>th</sup> June 2019**

9.00 – *Lectio Magistralis*

**Prof. Dr. Rhidian Thomas**

11.00 – Coffee break

11.30 – Masterclass

**Prof. Dr. Alessio Claroni:** *“The Mooring Contract as an Atypical Contract: Is It Time for a Legislative Reform?”*

12.30 – Masterclass

**Prof. Dr. Igor Vio** – *“The 2019 Amendments to the Croatian Maritime Code - Legal Framework for Promoting National Shipping Industry and Development of Nautical Tourism”*

13.00 – Masterclass

**Vincenzo Casaregola – Alessandro Torello** – *“A Shadowy and Dangerous Side of International Trade: Illegal Fishing”*

13.30 – Closing Ceremony

**Prof. Stefano Zunarelli**

**Prof. Dr. Massimiliano Musi**

13.30 – Light lunch

In the afternoon a cruise on the ship Stella Polare, where will be held the happy hour, will be offered to all the speakers.



## ORGANISERS AND 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*, Gijón (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 Co-Director of the Review “*Il Diritto Marittimo*” (IT) and of the book series “*Il Diritto Marittimo - Quaderni*”, co-Editor in chief of the “*International Transport Law Review (ITL)*” 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*”, “*Poredbeno pomorsko pravo (PPP) - Comparative Maritime Law (CML) Journal*”, “*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*”.

## PROF. DR. MASSIMILIANO MUSI

### BIOGRAPHY

Massimiliano in 2017 obtained the National Scientific Qualification (*Abilitazione Scientifica Nazionale*) to serve as Associate Professor of Navigation Law in Italian Universities.

In the academic years 2016/2017 and 2017/2018 he was Adjunct Professor in Air Law at the School of Engineering and Architecture, University of Bologna, Campus of Forlì.

He was awarded four Research Fellowships at the *Alma Mater Studiorum* University of Bologna from 2015 to 2018 on the following themes: “*The shipowners’ compulsory insurance for maritime claims: problems of coordination between disciplines and possible solutions*” (2018); “*Off-shore platforms, strategic hubs for the production of fossil and renewable energy: comparative perspectives*” (2017); “*The Discipline of Logistics Services in the Transport Sector de Iure Condito et de Iure Condendo*” (2016); “*The Role of the Contractor and of the Policy Holder in the Cargo Insurance Contract*” (2015).

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, Bilbao, Tirana, Portoroz, Elbasan, Mali Lošinj, Opatija, Benicassim, Naples, Bologna, Ravenna, Alghero, Catanzaro, Alghero, Castelsardo), over the years he has organized Summer Schools, Conferences and International Research Seminars at the University of Bologna, at Ravenna Campus and at the Port Authority of Venice 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) and in September 2017 he was appointed as member of the YCMI’s Standing Committee.

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 2016 he is Executive Editor of the “*International Transport Law Review*” and since 2017 he is a member of the Editorial Board of the Croatian Journal “*Comparative Maritime Law*”.

Since 2015 he is Secretary of the International Propeller Clubs - Port of Bologna.

Massimiliano wrote three monographs, more than 50 articles and case comments and edited six collective volumes, related to the matter of Maritime and Transport Law.

## CHAIRMAN

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### PROF. DR. RHIDIAN THOMAS

#### BIOGRAPHY

Professor Thomas is Professor Emeritus of Maritime Law and Founder Director of the Institute of International Shipping and Trade Law, School of Law, Swansea University, Wales, UK. Previously he held academic positions at Cardiff University and the University of East Anglia in the UK, and as visiting professor at universities in Europe, Scandinavia, Far East and North America. In 2011-2012 he held the Francqui Chair at the University of Leuven, Belgium and is currently visiting professor at the University of Gothenburg, Sweden, and adjunct professor at the World Maritime University.

He is Editor-in-Chief of the *Journal of International Maritime Law*, and a member of the editorial board of *Shipping & Trade Law*. He is also a member of the Comité Maritime International (and of the International Working Group on marine insurance), the British Maritime Law Association, the Chartered Institute of Arbitrators and the British Insurance Law Association.

His principal teaching and research interests are in the fields of maritime and shipping law, marine insurance law, and international trade law. He has written, edited and contributed to many books and published widely in academic and professional journals. In particular he is editor of and contributor to the *Modern Law of Marine Insurance* series of books.

He is a frequent speaker at conferences and seminars, and also acts as an expert witness and consultant.

## SPEAKERS

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Thursday  
6<sup>th</sup> June 2019

### MASTERCLASS

**PROF. DR. JULIA CONSTANTINO CHAGAS LESSA**

#### ABSTRACT

#### **How Can “Admiralty Creditors” Have Their Rights Protected in Case of Insolvency?**

In 2016, the bankruptcy of Hanjin Shipping caused what can only be best described as a turmoil in the shipping industry. No one was expecting the company’s collapse, considered to be the major cross border insolvency case in the industry, and much less the consequences of such collapse.

Hanjin’s collapse brought light to the fact that there are numerous issues to be dealt with in insolvency cases in the shipping industry, one of it being the difference between priorities of insolvency creditors and privileged claims creditors and mortgagees. The fact is that creditors with a right *in rem*, and a priority claim over a vessel, often do not feature high in the list of priority creditors in insolvency proceedings, which will vary according to the national law of the country where these are taking place.

The fact is that even before Hanjin, more specifically after the 2008 economic and financial crisis, the shipping industry had veered away from ship mortgage enforcements towards either consensual restructurings or formal insolvency procedures. Nevertheless, this creates instability in the industry as it essentially increases the risks of shipping finance.

This paper will start by briefly analysing cross border insolvency in the ship industry, while also analysing ship companies structures. In doing so, this paper will use Hanjin as a platform for such scrutinization. The paper will then critically assess whether piercing the corporate veil presents an efficient solution to protect the rights of mortgagees, and privileged claims according specifically, but not limited, to English and Singaporean Law. After which, this paper will analyse how seafarers can have their rights protected in insolvency cases and if in this

context the Maritime Labour Convention can be seen as an effective tool. On the same pace, the paper will discuss if the Convention can be said to have helped Port Authorities to minimise their losses. Finally, the paper will scrutinise the role of insurers, in particular P&I Clubs in insolvency cases.

#### **BIOGRAPHY**

Julia is an Assistant Professor and Academic Coordinator of the LLM Commercial and Company Law at Erasmus University Rotterdam. Prior from moving to Rotterdam, Julia lectured Commercial and Maritime Law at the University of Westminster and University of East Anglia. She has also lectured at the bachelor's level at City, University of London, where she completed her PhD in Maritime Law.

Julia is involved in numerous academic activities, being the board member of the German American Maritime Institute, one of the executive editors of the International Transport Law Review, an executive member of the London Universities Maritime and Policy Group and a member of the Cross-Border Insolvency and Commercial Law Group. She regularly speaks in academic and industry conferences, having published articles in several renowned academic law journals.

Before moving to Europe, Julia practiced law for a few years in Brazil, where she had the opportunity of dealing with international clients such as Citibank, Vestfrost, Amway, NIKE, BNL, and HSBC.

**PRESENTATIONS**

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**SESSION I**

**DR. ANNA MONTESANO**

**ABSTRACT**

**The New Face of the Maritime and Transport Industry: Electronic Transport Documents and Blockchain Technology**

The paper will focus on the latest changes of the maritime and transport industry due to the challenge of globalisation and to the advent of the digital age, that have offered new opportunities in the financing and marketing strategies at international level.

In such a perspective, this study provides an overview of the recent technological developments and of the attempts, at the regulatory level, of setting-up a system in order to provide for electronic alternatives to paper transport documents, for the creation of an European industry which is competitive and able to meet changing needs due to economic and new technological improvements.

Particular attention is focused on the examination of the blockchain technology, whose influence on the logistics and transportation industry is going to keep growing.

The research analyses the implications of the use of electronic documents and of the development of the smart contracts in the international trade and their substantial benefits, both in terms of transaction speed, efficiency and simplicity and in terms of cost reduction for transportation and logistics companies.

**BIOGRAPHY**

Anna graduated in Law *magna cum laude* at *Alma Mater Studiorum* -University of Bologna with a thesis in Commercial Law in 2008. She attended the Postgraduate School for Legal Professions “*E. Redenti*” in Bologna, obtaining the Diploma in 2010.

In 2016, Anna pursued her Ph.D. in “*State, individual and services in the European and International law system*” (*curriculum*: Transportation Law) at *Alma Mater Studiorum* - University of Bologna.

In 2014, as part of the doctorate programme, she has spent three months as visiting researcher at the University of Swansea. Her research focused on letters of credit and transport documents.

Since 2013, Anna has been appointed named expert in Maritime and Transportation Law and in Tourism Legislation at the Department of Legal Studies of the *Alma Mater Studiorum* - University of Bologna.

Member of the Bologna Bar Association, she is currently working as lawyer, providing legal advice and assistance with reference to civil, commercial, banking, insurance, maritime and transportation law. She has gained a significant experience in domestic and international arbitrations and in the litigation practice area.

Anna is author of articles concerning the Maritime and Transport Law. She is a member of AIDIM- Italian Maritime Law Association, Regional Committee of Genoa, and member of the Editorial Boards of “*Il Diritto Marittimo*” and the “*International Transport Law Review*” (ITLR).

Anna is Lecturer in Transportation Law at the University of Chieti-Pescara.

## SERGIO NAPOLITANO

### ABSTRACT

#### **Incoterms: Overview and Practical Implications**

The aim of this work is to offer an adequate and clear overview of the Incoterms, as well as of the practical implications they may have in the context of international trade. Indeed, this article will try to provide the reader with an overview of the duties of the seller and of the buyer who may deal with Incoterms. The paper will take into account the possible benefits and possible drawbacks for a seller and for a buyer whose businesses may be focused on F.O.B., C.I.F., F.C.A., C.I.P., C.P.T., D.A.P. and EX.W.. Hence, this article will try to analyse these commercial terms and how they may affect the parties involved in the contracts of international sales of goods. This work will deal exclusively with English Law, as for its transparency and for its favourable approach to business, it is the governing law of many international contracts. In particular, specific reference will be made to the Sale of Goods Act of 1979, which is constantly applied in the contracts of sale of goods. Conversely, no reference will be made to the United Nations Vienna Convention on Contracts for the International Sale of Goods, which the United Kingdom has not ratified.

### BIOGRAPHY

Born in Naples in 1993, Sergio graduated in law magna cum laude from “Federico II University of Naples” on 13<sup>th</sup> July 2016. During his fourth year of University in Naples, he won the

Erasmus + Scholarship. Indeed, he spent a semester in Munich – Germany, where he attended the “Ludwig Maximilians Universitaet”. After having graduated in Naples, he spent a year in Swansea - Wales in 2016-2017, where he achieved with merit, the LL.M. in International Commercial and Maritime Law at “Swansea University”. In 2017, he was an intern at “Holman Fenwick Willan”, at “Fratelli D’Amato S.p.A” and at “Bentleys, Stokes and Lowless” in London. Currently, he is a third year Ph.D candidate at “Federico II – University of Naples” in “Person’s, Business and Market Law”. He is also a Trainee Lawyer in Maritime and Commercial Law at Cimmino Carnevale De Filippis Law Firm in Naples, where he handles matters related to carriage of goods by sea, marine insurance, collisions and international trade. He has a particular interest on vessels’ sale and purchase as well as newbuildings and ship finance. He speaks English, German and Spanish.

## APOSTOLOS TRISKOGIANNIS

### ABSTRACT

#### **Maritime Liens under the Perspective of Private International Law and Insolvency Law**

Maritime liens have a significant influence over the operation of the shipping industry as a whole. They secure specific categories of claims (seafarers’ wages, salvage services) and at the same time they can impede the satisfaction of claims arising from finance schemes.

The recognition and ranking of the maritime liens within a jurisdiction is a topic with fragmented solutions, as States with major shipping presence have not ratified the relevant international conventions. Therefore, the issue whether a creditor’s claim is secured with a maritime lien and subsequently whether it has priority in the final ranking depends on the private international law rules of the jurisdiction seized. Regarding the existence of the maritime lien, the conflict between its substantive and procedural character pinpoints to different solutions. Under English law the procedural character entails the application of the *lex fori*, whereas under the law of the United States and the substantive theory, the *lex causae* is the dominant approach, but with important variations and corrective mechanisms. In civil law jurisdictions the liens are treated as substantive property rights and the applicable conflict rule is usually the *lex navis*. As for the ranking, most jurisdictions apply the *lex fori* or the *lex navis*.

The proceedings for the satisfaction of the liens may conflict with insolvency proceedings. In that case, it is crucial to determine whether these concurrent proceedings are excluded under the EU Insolvency Recast Regulation or under the UNCITRAL Insolvency Model Law. In



addition, the recognition of the maritime liens within the insolvency proceedings depends on the distinction between pre- and post-insolvency liens. The question whether they retain their priority or become abolished because of the insolvency rules demands an interpretation of the *ratio* underlying the maritime liens, as their extinction may jeopardise the interests and policy considerations for those specific creditors.

#### **BIOGRAPHY**

Attorney at Law in Athens Bar Association; LL.M. Candidate in Erasmus University Rotterdam; LL.B., LL.M. in National and Kapodistrian University of Athens.

Apostolos Triskogiannis is currently an LL.M. candidate in Maritime and Transport Law in Erasmus University Rotterdam. He mainly focuses on topics combined with private international and maritime law. He is an Attorney at Law at Court of First Instance and a member of the Athens Bar Association in Greece. Prior to mandatory military service in the Hellenic Air Force, where he served in the legal department, he worked as a trainee lawyer at “Athanassiou-Gerapetritis & Partners” law firm in Athens, dealing mostly with civil law aspects of insolvency, maritime disputes as well as with concession contracts and competition law. During the traineeship, he attended numerous civil and administrative trials. He has also attended various workshops and seminars and has participated in the organisation of the 9<sup>th</sup> International Conference of Maritime Law in Piraeus. In an academic context, he was given the chance to contribute as a research assistant in monographs and legal papers. In April 2019 he presented his paper on ‘Third-party liability of classification societies’ in the 10<sup>th</sup> Maritime Law & Policy International Postgraduate Research Conference in City University of London. He holds an LL.B. and an LL.M. in Civil Law (*summa cum laude*) from the National and Kapodistrian University of Athens and is proficient in English, French and German.

**MASTERCLASS**

**PROF. DR. MIŠO MUDRIĆ**

**ABSTRACT**

**Uber's Service as a Transportation Service**

The master class aims to examine the nature of Uber services in line with the Case C-434/15 decided before the Court of Justice of the European Union. 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.

**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 participated in a number of domestic and international scientific projects, conducts regular peer-review, and is an author of several monographs and a number of 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 served as the Secretary General and Management Board member of the Croatian Association for Insurance Law, and currently serves as the Vice President 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. Mudrić additionally servers as a member of Comité Maritime International Working Groups on the Reformulation of the *Lex Maritima* and Maritime Law for Unmanned Ships.

**PRESENTATIONS**

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**SESSION II**

**PROF. DR. JULIA CONSTANTINO CHAGAS LESSA**

**TUDOR VECHIU**

**ABSTRACT**

**Are Autonomous Vessels to Provide a More Safe and Secure Shipping in the Current  
Legislator Framework? Let the Scramble Game Begin**

In recent years, the marine community has been constantly addressing the possibility of future maritime transportation by autonomous vessels and this will very soon turn into reality when Yara Birkeland, the very first autonomous container ship will be introduced in 2020. While expected to present many advantages in terms of increased safety, reduced crew costs and energy efficiency, autonomous vessels have also raised many concerns about their legal status in international law or the new risks of cyber-threats arising along. Indeed, when bearing in mind IMO's international safety conventions' manning requirements, questions might arise as to whether these regulations will find any applicability to autonomous vessels which might ultimately render them unseaworthy. Depending on the different autonomy levels, it is foreseeable that the role of the vessel's Master in maritime law will be either taken over by a Shore-Based Officer (SBO) or be inexistent at all, thus raising questions about liability allocation. Furthermore, despite the disappearance of negligence-prone seafarers or the presence of highly sophisticated computers on board, these crafts will never be guaranteed as 100% safe. Furthermore, while the level of technology grows and vessels become increasingly computerized, threats grow too, cyber-attacks representing a new focus for the industry. In order to ascertain the changes autonomous vessels will bring to shipping, focusing on the safety aspect, this paper will peruse how autonomous vessels can possibly be covered by the current four pillars of quality shipping; i.e. SOLAS, MARPOL, STCW and MLC, as well as the ISM Code in order to access its current legal status under these conventions. This will serve as a first step in the analysis of the possible change these shall impose to the current liability framework, if any. While doing so, the paper will also analyze the new risks imposed by new types of vessels.

**BIOGRAPHY**

**Prof. Dr. Julia Constantino Chagas Lessa**

Julia is an Assistant Professor and Academic Coordinator of the LLM Commercial and Company Law at Erasmus University Rotterdam. Prior from moving to Rotterdam, Julia lectured Commercial and Maritime Law at the University of Westminster and University of East Anglia. She has also lectured at the bachelor's level at City, University of London, where she completed her PhD in Maritime Law.

Julia is involved in numerous academic activities, being the board member of the German American Maritime Institute, one of the executive editors of the International Transport Law Review, an executive member of the London Universities Maritime and Policy Group and a member of the Cross-Border Insolvency and Commercial Law Group. She regularly speaks in academic and industry conferences, having published articles in several renowned academic law journals.

Before moving to Europe, Julia practiced law for a few years in Brazil, where she had the opportunity of dealing with international clients such as Citibank, Vestfrost, Amway, NIKE, BNL, and HSBC.

**Tudor Vechiu**

Tudor Vechiu is originally from Romania, where he obtained his Bachelor Degree in Law at the University of Bucharest's Faculty of Law in 2017. After his bachelor studies, he pursued a LLM Degree in Commercial Law with specialization in Maritime & Transport Law at Erasmus University Rotterdam, where he graduated in 2018. His previous major researches focused on the analysis of the shipping safety network of Flag State control, Port State control and classification societies, and the legal basis for the allocation of civil liability in case of maritime collisions involving autonomous vessels.

**PROF. DR. BELMA BULUT**

**ABSTRACT**

**A Regulatory Perspective on the Effects of Autonomous Vessels on the Future of Seafaring**

Due to rapid developments in technology, maritime industry, as many other industries, has moved into the digital age. Automation and communication systems have been used for many years and the era of autonomous vessels, which do not have any seafarer on board but are controlled and operated from another location, or fully autonomous i.e. controlled and operated by operating systems of the vessel without any human supervision, will start anytime soon. A few months ago, Rolls-Royce, successfully tested the world's first autonomous ferry. The company has also announced that it expects to have different types of vessels at different degrees of autonomy by 2035. Furthermore, the world's first fully electric and autonomous container ship, *the YARA Birkeland* is expected to launch in 2020.

Under BIMCO/ICS Manpower Report 2015, the number of seafarers serving on merchant ships is estimated at 1,647,500, which means autonomous vessels would have crucial impacts on millions of people. A recent report of the ICS concludes that in the foreseeable future autonomous vessels will not cause any shortage of jobs for seafarers; on the contrary there will be new types of ashore jobs. It is beyond doubt that autonomous vessels will bring some tremendous changes to the work at sea, therefore this study aims to tackle the effects of autonomous vessels on the future of seafaring from the legal point of view. In this regard, this study firstly explains the concept of "autonomous vessel"; secondly assesses possible changes on the role, employment relations, rights/obligations, and working conditions of seafarers, and possible effects of autonomous vessels on the international nature of seafaring jobs; thirdly, examines the definition of seafarers in the context of international regulations to indicate whether some new actors such as remote-controller or pre-programmer will fall within the definition or the term "seafarer" will eventually die out; and finally analyses the applicability of MLC and STCW, and evaluates whether there is a need for new international regulations.

**BIOGRAPHY**

Dr Belma Bulut obtained her PhD degree in Maritime Law from University of Southampton (UK). She is working as an Assistant Professor of Maritime Law and Head of Department of Maritime Safety and Security at Gendarmerie and Coast Guard Academy in Ankara, Turkey. She regularly speaks in academic conferences and has numerous articles published in esteemed journals. She is the co-author of the following book chapters:

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

- *MARPOL Energy Efficiency: Verging on Legal Inefficiency?*
- *Maritime Hacking: The International and Criminal Law Framework*
- *A New Era A New Risk: A Study on the Impact of the Developments of New Technologies in the Shipping Industry and Marine Insurance Market*

She received full scholarship from Ince&Co Law Firm to attend ITLOS Summer Academy in Hamburg Germany, and received AIDA Europe Young Author Award for her paper on maritime cyber risk.

## PRESENTATIONS

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### SESSION III

## DR. FEDERICO FRANCHINA

### ABSTRACT

#### **Sale and Lease Back in Shipping**

Starting from the 1990s, shipping companies began to turn to the global capital markets to raise finance, through either equity or debt. Some of these commercial activities include buying and purchasing of ships, development or repairing of gadgets and instrumentations, and even marine insurance and law payments

Ship finance arrangements usual rely on vessel charter fees as the principal source of repayment, while various forms of collateral structured around shipbuilding and charter agreements are assigned to mitigate credit risk.

However, since the financial crisis of 2008, bankruptcy amongst firms operating in the shipping industry has been a familiar theme adding pressures in terms of rigorous, as well as transparent, financial practices.

One of them is the *sale and lease back* through which the shipowner sells a vessel to a leasing fund who subsequently charterers the vessel back on bareboat. The shipowner loses the title on the ship but keeps her full control on the same time.

This way of ship finance involves many legal issues, from shipbuilding contract to bareboat charter, ship mortgage and insurance. Moreover, in case of bankruptcy the sale and lease back

could play a relevant role in order to avoid strict financial covenants allowing shipowner to continue his business and generation of earnings in order to repay creditors.

The aim of the paper is to analysis the sale and lease back contract in shipping in order to identify the arising risks and legal issues.

#### BIOGRAPHY

Federico Franchina is adjunct professor on maritime, air and transport law, at the University of Reggio Calabria (Italy) and qualified as associate professor (2018) according to Italian Scientific Qualification (ASN). In the 2016 he obtained his Ph.D. on Maritime, Air and Transport Law with a dissertation on Shipowner's limitation of liability. In 2011 he obtained a II<sup>o</sup> Level Master Course in Maritime, Air and Transport Lawyer 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 lawyer admitted at Messina Bar (2011) and legal expert at Eurocontrol (Brussels) since 2016.

## GABRIEL BALLESTA LUQUE

#### ABSTRACT

##### **Civil Liability for Marine Pollution on Spanish Maritime Navigation Act**

Act 14/2014, dated 24th July, on Maritime Navigation brought about an ample reform of Spanish Maritime Law and regulated the marine pollution. It was a novelty and it was justified, given its specific nature, by the protection and defense of the marine environment.

The serious ecological consequences caused by the repetition of claims (*e.g.* accidents of the *Torrey Canyon*, the *Amoco Cadiz*, the *Aegean Sea*, the *Erika* or the *Prestige*) in the maritime space along with the increasing in recent years of the marine activity and traffic in the international trade has led the Spanish government (based on a dual purpose: preventive and compensation) to require a civil liability insurance for marine pollution as a condition for the acting or the exercise of navigation in Spanish waters.

The aim of this project is to focus on this type of marine insurance and explain the scope of civil liability for marine pollution in the new Spanish legislation.

#### BIOGRAPHY

Gabriel Ballesta Luque holds a Law Degree (2014) and a LL.M. in Business Law (2017) from the University of Granada (Spain).

Since 2017 he is member of the First Research Group Miguel Motos (subsidised by Junta de Andalucía, SEJ 272): "Commercial Law and its reform process. New technologies and Commercial Law".

He has published several contributions to collective works, both in Spain and in South America, in maritime matters and in other areas of commercial law. He also frequently participates as a speaker in conferences and seminars.

Currently, he is Ph.D. student at the *Alma Mater Studiorum* - University of Bologna (Italy). His areas of interest are in contract theory and commercial law. His doctoral research draws on applied contract theory to examine the marine insurance contracts under the Spanish Maritime Navigation Act and the Italian Code of Navigation.

#### WERONIKA LIS

#### ABSTRACT

##### **Offshore Wind Farms on the Baltic Sea as the Soon-to-Be Green Battery of Poland? Ambitious Plans of Energy Policy vs Current National Legislation**

The study investigates the questions emerging from the project of constructing offshore wind farms on the Polish zone of the Baltic sea. As stated in the project of "*Energy Policy of Poland till 2040*", the first wind farm will be included in the electric power balance after 2025. Poland has excellent conditions for the construction of wind farms and such investment is crucial to ensure energy security of the country.

With regard to the "*Program for the development of offshore energy and maritime industry in Poland*", the potential of offshore wind energy shall give the result up to 10 GW. It was noticed by some experts that this investments will create an opportunity to create strong Polish maritime energy industry, and the level of supply for offshore energy investments might become new specialization in Polish industry bringing up to 77 workplaces.

What should be considered, however, is the introduction of the new regulatory framework according to which such investments shall be realized, that is amendments to Law on Renewable Energy Sources as well as existing legal obstacles which might hinder the construction of wind farms.



What will be discussed is the prohibition of the use of wind farms in internal sea waters and the territorial sea which means that the only space that can be used is the area of the exclusive economic zone. The reason of such limitations might significantly increase the cost of potential investments. Another substantial limitation when it comes to creation of offshore wind farms is the Marine Spatial Plan for the Polish Sea Areas, which, according to the Directive 2014/89/EU has to be developed and implemented until March 31, 2021 and which is not concluded yet. Currently, approximately 2340 km<sup>2</sup> of the sea area is available for offshore wind farms, which constitutes about 10% of the exclusive economic zone. However, this space might be reduced after conducting environmental research, leaving very little space for connecting system infrastructure.

During the presentation, the subject will be considered also when it comes to achieving of the 15% target share of energy from renewable sources in gross final consumption of energy for 2020 in Poland according to the Directive 2009/28/EC.

These are only few of the questions which emerge according to plans to construct offshore wind farms in Polish maritime areas.

#### BIOGRAPHY

Weronika Lis, born in 1994, graduated in Law at the Nicolaus Copernicus University in Torun, Poland in July 2017 with a final dissertation and thesis in Contract Law entitled: “*Enterprise sale agreement in Polish law*”. During the academic training she took part in various academic activities: as a speaker at conferences in various areas of law and as a chairwoman of a Student’s Debate Club, organizing debates and workshops with other students. At the third year of studies she organized a Conference named “*It’s not enough to speak but to speak true – Word in a Public Sphere*” in which took part researchers from six Universities. Weronika is a threefold laureate of scholarship for the best students granted by Rector of Nicolaus Copernicus University in Torun. Furthermore, she won Erasmus+ Program scholarship twice and chosen to attend University of Padova for one year and University of Bergen for one semester during her last year of studies. After graduation she performed eight months internship program in the well-known Italian Law firm operating in the field of Shipping and Transport Law where she provided legal support with reference to Tourism, Shipping, Transport and Contract Law.

Weronika has written some case comments for the scientific journal *Il Diritto Marittimo – Quaderni*, and speaks fluently three languages, Polish, English and Italian.

**PROF. DR. ARBER GJETA**

**ABSTRACT**

**Transport contract in Albanian Legislation between Civil Code and Special Legislation**

The transport legislation in Albania has a character of specialty. Through this paper we aim to offer an analysis of the Albanian legal provisions on transport contract, both from Civil Code also as from special legislation, Albanian Maritime Code. This study will deal with the contract of transport of goods. The analysis of the contract will be in a historical, empiric and doctrinal point of view on the regulation offered by the Civil Code, Maritime Code and special legislation that implement International Conventions of the sector. The actual regulation of the contract of transport in Albania is relatively new and there are only a few claims brought into courts that make very difficult a deep analysis of the implementation the legislation. The lack of causes brought into courts mainly has to be recognized to the arbitration clauses in favor of foreign arbitrators as for the transport of goods by sea and, regarding Civil Code provisions, the camouflage of the contract of transport with other contractual models.

**BIOGRAPHY**

Arber Gjeta is a Lecturer of Business Law and Transport Law at the Department of Law, Faculty of Economics – University of Elbasan, “Aleksander Xhuvani”, Albania. He successfully defended his PhD thesis on June 2013 at the University of Bologna (Airport and airport services regulation in the European and national legislation). He graduated in Law at the University of Bologna. The main focus of his research is air law and airport legislation. He is a lawyer and a member of the Albanian National Bar from 2013.

**Friday**  
**7<sup>th</sup> June 2019**

**PRESENTATIONS**

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**SESSION IV**

**PROF. DR. JUAN PABLO RODRIGUEZ DELGADO**

**ABSTRACT**

**International Recognition of Judicial Sales of Ships. The CMI Draft Convention and the Future Work in UNCITRAL**

In 2007, the CMI drew attention to problems arising around the world from the failure to give recognition to judgments in other jurisdictions when ordering the sale of ships. Since then, some academic, under the umbrella of the CMI, have been working to conduct a preliminary study of the issues in relation to the Judicial Sale of Ships. Recently, UNCITRAL has added this topic to its work programme, forming a new Working Group on Judicial Sale of Ships.

The failure of States to recognize the Judicial Sale of a ship in another jurisdiction reduces confidence in the international maritime community in the system of Judicial sales. They will only be supported if purchasers, and subsequent purchasers, be able to take clean title (free of any encumbrances) to the ship so sold and be able to delete from its old registry and registered in a new register of its choice.

This paper has the aim to draw a first approach to the problems regarding this lack of recognition and analyze some of the most important points covers by the CMI Draft Convention on the International Recognition of Judicial Sales of ships (such as the scope of application, the notice of judicial sale, the effects and the recognition of the Judicial Sale).

**BIOGRAPHY**

Professor Juan Pablo Rodríguez is Assistant Professor of Commercial Law at Universidad Carlos III de Madrid (Spain). He has been fellow in several research stays, among others, at Tulane University (2010), University of Southampton (2011, 2016), Fordham University (2012) or UNIDROIT (2013, 2019). Prof. Rodriguez has participated as member of team in different

Research Projects (both national and international) financed by national entities. His publications include the book “*El periodo de responsabilidad del porteador en el contrato de transporte marítimo*” (2016) and numerous articles and books chapters, primarily in two areas: maritime law and the law of international contracts. Prof. Rodriguez teaches Commercial Law (Corporate and Contract Law) and coordinates master courses. He is also the coordinator of the Moot Madrid (<http://www.mootmadrid.es/>) and the coach of the Carlos III University team in the *International Maritime Law Arbitration Moot* organized by Murdoch University (Australia).

## ILARIA MALAGUTI

### ABSTRACT

#### **Recent Developments of EU State Aid Policy in Transport Infrastructures, EU Institutions Perspectives on the Future and the Impact of One Belt One Road (OBOR) Chinese Investment Plan in Europe**

The paper will focus on the evolution of the EU policy in the investment on transport infrastructures field, with particular attention to the provisions concerning public investments and the State aid legal regime.

It should be considered that this sector has always been characterised by a dialectical contrast between enthusiastic national leaps towards progress and the European traditional rigid principles in terms of banning the unfair state aids potentially able to distort competition. Pros and cons of this Chinese initiative will unavoidably emerge, with a clearer physiognomy. In this study, maritime infrastructures characteristics will be investigated, focusing on some of the principal EU jurisprudential decisions and cases registered in Europe, which led EU institutions to the current orientation.

The analysis of the EU perspective shall be deemed together with the study of the current legal EU member States framework and the declination chosen by each State of the models of governance and organization.

OBOR, an unprecedented campaign to finance transportation infrastructures, represents an ambitious challenge to improve connectivity of South-East Asia, Oceania, North Africa up to Europe in order to create new opportunities for the markets involved and to enhance international maritime trade traffics through the Mediterranean Sea and main European ports. In this strategic drawing Italy plays undoubtedly a key role and recently decided, through a new

Memorandum of understanding signed last March with China, to take advantage of this growth opportunity, especially for infrastructures development.

Finally, in such a perspective, the paper will deal with the expected future impact of OBOR project, providing that the EU State aid legislation imposes to consider some important legal issues deriving from this innovative foreign investment plan. Particular attention will be paid to the first principal reserves of the EU and its Member States in relation to the OBOR international agreements.

#### **BIOGRAPHY**

Ilaria Malaguti graduated in Law *magna cum laude* in 2016 from the Faculty of Law of the University of Bologna and Paris West University, earning a French law degree (*Licence en droit*) and a French-Italian law Master, with a thesis in European Law.

Since 2018, Ilaria has been named expert in Transportation Law at the School of Law of the University of Bologna and she is Tutor in Maritime and Transportation Law, School of Law, *Alma Mater Studiorum* - University of Bologna.

She is Trainee Lawyer of a well-known Italian Law firm operating in the field of Maritime and Transport Law and she is enrolled in the trainee register of the Bologna Bar Association, since April 2017. She provides legal advice and assistance with reference to Maritime and Transport Law, Civil Law, Corporate Law and Litigation.

## PRESENTATIONS

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SESSION V

### ANNA RAZZABONI

#### ABSTRACT

#### **A Focus on the Italian Discipline and Case Law Concerning the Insurance Contract for the Benefit of Those It May Concern and the Insured's Implied Consent**

Article 1891 of the Italian civil code, regulating the insurance contract for the benefit of those it may concern, establishes that the rights deriving from the contract can be exercised only by the insured subject and that solely with the express consent of the latter they can be exercised by the contractor as well.

Several Courts' decisions show the national settled case-law related to the necessary express consent. However, there is a minority stream, which tries to support the possibility for the carrier-contractor to exercise the rights arising from the insurance contract even in the absence of an express consent of the insured, relying on the principle of implied consent.

The presentation will deepen the impacts that the two exegetical lines have on the carrier-contractor.

#### BIOGRAPHY

Anna Razzaboni, born in 1994, graduated in Law at the *Alma Mater Studiorum* – University of Bologna (Italy) in October 2018 with a thesis in Administrative Law entitled: “*The juridical relevance of time (and of the simple delay) in Administrative Law: the tools internal and external to the Public Administration*” (“*La rilevanza giuridica del tempo (e del mero ritardo) nel diritto amministrativo: le garanzie interne ed esterne alla pubblica amministrazione*”).

After graduation, she worked three months in a Law firm specialized in Administrative Law and Tax Law, in Modena.

In January 2019, she started her traineeship in a well-known Italian Law firm, in Bologna, covering different areas of practice. In particular, Anna is focusing her traineeship in Maritime and Transport Law.

Anna is enrolled in the trainee register of Bologna Bar Association since January 2019.

ALESSANDRA LACONI

LUCREZIA PARI

**ABSTRACT**

**The Limitation of the Shipowner's Liability in the Field of Pleasure Crafts According to Italian Law: a Hybrid *Factispecies***

The aim of this study is to analyse the current legal framework on the possible limitation of the shipowner's (and, consequently, of his insurer's) liability in the field of pleasure crafts according to Italian law, highlighting the main problematic issues arising from the overlapping of maritime and insurance regulations in force and trying to emphasize the possible future legislative trends. In particular, it has to be preliminarily pointed out that Italy had not ratified the London Convention 1976 on the limitation of shipowner liability and relevant Protocols. Therefore, the domestic rules governing the limitation of shipowner liability have to be examined.

Firstly, the relevant provisions of both the Italian Code of Navigation and the Italian Yachting Code will be illustrated, underlining the effects deriving from wilful misconduct/gross negligence, and the consequences of the operation (or not) of the limitation of the shipowner's liability.

With specific reference to insurance issues, Article 41 of the Italian Yachting Code (Decree No. 171/2005) establishes that the provisions of the Italian Private Insurance Code (Legislative Decree No. 209/2005) apply to pleasure crafts with the sole exception of the rowing and sailing units not equipped with an auxiliary engine.

Furthermore, in relation to the so called "*azione diretta*", Article 144 of the Italian Private Insurance Code provides that a subject who has been damaged by an accident caused by the circulation of vehicles or vessels for which the insurance coverage is compulsory has direct action for compensation for damages against the civil liability insurance company appointed by the owner of the vehicle/vessel.

The exceptions that could be raised (or not) against the damaged subjects by the insurance company will also be considered, as well as the amounts of the compulsory third-party insurance contracts for the circulation of pleasure crafts.

**BIOGRAPHY**

**Alessandra Laconi**

Alessandra is a Lawyer since September 2013 and an Associate of the Zunarelli Law Firm since November 2017. She mainly works in the fields of Civil, Bankruptcy, Commercial, Insurance, International and Transport Law, and she has gained a significant experience in the legal advice and judicial and extrajudicial assistance 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 also a PhD Candidate in Maritime Law at the Alma Mater Studiorum – University of Bologna. Her research interests are oriented towards the practical profiles of insolvency procedures in the transport field.

She took part as a speaker in many international conferences on Maritime and Transport Law, and she is author of many publications, in Italian and in English language, for some among the main academic journals of the sector.

She is a member of the Editorial Board of the Journal "*Il Diritto Marittimo*" (academic journal of class "A") and of the Editorial Staff of "*The Aviation & Space Journal*", edited by the University of Bologna.

She is a member of the Italian Association of Maritime Law (AIDIM).

She is a teaching assistant in Maritime, Transport and Air Law.

**Lucrezia Pari**

Lucrezia Pari graduated in Law at the University of Bologna in November 2017 with a final dissertation and thesis in Maritime Law entitled: "*The General average and the York Antwerp rules 2016*". During the academic training she attended the University of Las Palmas de Gran Canaria for one year and she spent three months at the CES Embassy Institute of Sydney. She is Trainee Lawyer of a well-known Italian Law firm operating in the field of Shipping and Transport Law and she is enrolled in the trainee register of the Bologna Bar Association since February 2018. Lucrezia has written some case comments for the scientific journal *Il Diritto Marittimo – Quaderni*, and speaks three languages, Italian, English and Spanish.



**FRANCESCA MAMBELLI**

**ABSTRACT**

**Insurance: Mandatory Economic Requirement to Carry out Offshore Mining Activities**

The aim of the presentation is to mark out that, in the upstream activities, both the potential operational risks and the environmental ones are perfectly balanced and regulated by a control system imposed by the Legislator.

All that enabled Italy to have a trend of accidents close to zero.

According to the national legislation, in particular Ministerial Decree 07th December 2016 as modified by the Ministerial Decree 09th August 2017, whoever wants to carry out hydrocarbons prospection, exploration and production must guarantee technical, professional and economic requirements when applying for a mining licence.

In addition to the wide range of operational documents, the Legislator requires the applicant to prove his financial strength in two steps.

When the future concessionaire presents an application for the mining title, he must attach a bank guarantee or an insurance surety calculated on the amount of hypothetical environmental recovery works in the extraction area at the “end-of-life” of the field.

Otherwise, once the subject hold the mineral concessions he must request the authorization of the competent body to proceed with the work and contextually present an insurance cover. In this second phase, the amount of the insurance corresponds to the expense caused by the most serious accident that could occur in the various hypothesized activities based on a plant’s maximum risk evaluation.

Thanks to this control system imposed by the Legislator, the Responsible for the drilling units and the damage caused is constantly monitored on his financial strength to guarantee the entire community.

Finally, it is necessary to analyse how the Decommissioning Guidelines, issued by the Ministry of Economic Development on 15th February 2019 imposes the same insurance obligations also to request dismantling authorization as decommissioning operations expose the Concessionaire to even greater operational and environmental risks than the extraction itself.

**BIOGRAPHY**

Dott.ssa Francesca Mambelli graduated cum laude from the Department of Legal Studies of Alma Mater Studiorum - University of Bologna and specialized in maritime law and mining law.

First-level master's degree in maritime law, port law and logistics in progress and current employment at an oil & gas company.

## VINCENZO BATTISTELLA

### ABSTRACT

#### Insurance Regulations under the Offshore Contracts

The object of the paper is the analysis of the insurance regulation developed with specific reference to the correct performance of the *knock for knock* regime in the offshore most employed contracts. In order to guarantee the proper functioning of the liability regime, it must be pointed out that the owner is required not only to ensure the ship, but in doing so he will have to make use of honourable insurers. Given that, all losses and costs arising from damage shall be covered by the property insurance or liability insurance of the party suffering damages. It follows that the parties to the contract are forced to take out appropriate insurance coverage for their respective risks and liabilities they might be exposed to, and it is thus not contracting parties that will bear the losses occurring within the so called “risk zone” but the insurance companies. For the appropriate purpose of the regime, the insurers of the owners and charterers have to agree to waive their rights to claim each other in case of losses suffered by their respective assured, through the waiver subrogation clauses. Thus, overlapping insurance namely double insurance is avoided. In the case where an adequate insurance cover is not obtained or maintained, charterers may avail themselves to terminate the charter party according to the early termination provision contained in the form. In relation to *knock for knock* agreements, hull insurance is of primary importance, while Protection and Indemnity insurance will be of interest in relation to the personnel injuries. Ultimately it is noteworthy the relation between *P&I* and *knock for knock* contracts. *P&I Clubs* will approve *knock for knock* indemnities clauses provided that they are balanced and mutual and provided that the member has not waived any right to limit liability under any applicable law. In order to be poolable, they must incorporate indemnities protecting members if they are sued by a third party who is not bound by the contract.

### BIOGRAPHY

Vincenzo Battistella is a doctoral researcher in maritime law at the Autonomous University of Barcelona UAB (Spain) and at *Alma Mater Studiorum* – Università di Bologna, (Italy).

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in Maritime, Port and Transport Law**

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He is academic tutor of the Master in Maritime Law, Port and Logistic at the Department of Legal Studies of the University of Bologna, Ravenna Campus.

He has been visiting researcher for three months at the at the Centre for Enterprise liability – CEVIA, University of Copenhagen, Faculty of Law in 2018 where he focused on liabilities matters related to the offshore contracts.

Vincenzo has been lecturer in Transportation Law and Tourism Law at the Law Faculty of the University of Trento for the academic year 2017/2018.

In 2016 Vincenzo pursued a second level master degree in Law and Economy of the Sea at the Faculty of Law of the University of Teramo (Italy).

He graduated in Law from *Alma Mater Studiorum* – Università di Bologna in 2015 where he has been appointed named expert at the Navigation Law and Tourism Legislation Chair.

He is secretary of the “*International Transport Law Review*” ITLR, and component of the board of assistants of “*Il Diritto Marittimo*”.

He is a member of the Italian Maritime Law Association, Genova Committee, Spanish Maritime Law Association -AEDEM, European Maritime Law Organization and of the International Propeller Club port of Bologna.

## MASTERCLASS

PROF. DR. ELENA ORRÙ

### ABSTRACT

#### **Passing of Risk and Insurable Interest in International Sales on CIF and FOB Terms**

Passing of risk of damage to or loss of the sold goods from the seller to the buyer is an essential issue whose relevance is not limited to performance of other obligations by the parties, such as payment of the price or obtaining an insurance coverage, where so provided, like in the ICC Incoterms<sup>®</sup> Rules CIF and CIP. It is the basis of the insurable interest in cargo insurance contracts.

Despite the fact that several sources at the international level explicitly address the identification of the moment when the risk passes from the seller to the buyer, such as the 1980 United Nations Convention on contracts for the international sale of goods (also known as «CISG») or the above-mentioned Incoterms<sup>®</sup> Rules, the related issues are still far from having a uniform and foreseeable solution. In fact, not only, by express choice of the parties, most part of international trade is not governed either by the CISG or the Incoterms<sup>®</sup> Rules, but the latter do not have a uniform interpretation by domestic courts. The most relevant example is Italian caselaw, where Incoterms<sup>®</sup> Rules are mainly interpreted as terms merely related to the division of costs.

The masterclass is meant to identify and examine the main issues pertaining to passing of risk and insurable interest in international sales with a comparative perspective and a specific focus on CIF and FOB terms.

### BIOGRAPHY

Elena Orrù graduated in Law *magna cum laude* with a thesis in Transport Law, on “Anticompetitive behaviours in the port and airport sectors”, 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 with a thesis on the regime of State aids in the aviation sector.

Since November 2010, Elena is Tenured Assistant Professor of Navigation Law at the Department of Legal Studies of the University of Bologna and obtained the National Scientific Qualification (ASN) to function as Associate Professor in Italian Universities. Since 2007, she is a member of the Bologna Bar Association.

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

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Elena lectures on International Sale and Shipping Contracts and Public Transport Law at the University of Bologna and in PhD and Master courses. She is Adjunct Professor of “International Contracts in Global Markets”, which is lectured in English, and of “Transport Infrastructures Law”.

She has been member of several international and national research groups, on topics pertaining to navigation and transport law. She spent research periods and has been Visiting Professor at foreign universities. Elena is a regular speaker in international and Italian conferences and the author of several books and articles.

She is a member of AIDIM – Associazione Italiana di Diritto Marittimo and of AIDINAT – Associazione Italiana di Diritto della Navigazione e dei Trasporti, and 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*”, “*Poredbeno pomorsko pravo*” and “*International Transport Law Review*” and of the book series “*Il Diritto Marittimo - Quaderni*”.

## MASTERCLASS

### PROF. DR. ACHIM PUETZ

#### ABSTRACT

#### Ship Management Agreements: Content, Liability and Insurance

Under a ship management agreement, the ship manager undertakes *vis-à-vis* the owner to perform, on behalf of the latter, the legal and material acts that are deemed to be necessary to adequately administer all or some of the aspects involved in the operation of the ship. In case of breach of the agreement, the manager is liable to the owner, unless he proves that such breach is due to *force majeure* and that he has taken all measures reasonably necessary to avoid, minimize or prevent its effects.

As regards the manager's liability to third parties, in the contractual sphere he should be regarded a mere agent, at least to the extent to which he acts in the name of the owner, so that he should not be held liable for any breach attributable to the principal. However, if the owner remains undisclosed, the ship manager becomes a party to the contract concluded by him and shall be liable in case of non-compliance. On its part, where Spanish national law is applicable, the liability of the manager and the owner is joint and several in case of «extracontractual» damages caused to third parties; a solution which is shared, e.g., by Article 3.2 in conjunction with Article 1.3 of the 2001 bunker Convention. However, where uniform law —such as Article III.4 of the 1992 clc Convention— channels the liability to the owner, no claim can be made against the ship manager, unless he intended to cause the damage or acted recklessly and with knowledge that such damage would probably result.

Whenever the liability of the manager is at stake, the question arises as to whether the damage caused is covered by insurance. While specific ship manager's liability insurance cover is available, the manager can (and usually will) also appear as a co-insured party in insurance policies taken out by the owner.

#### BIOGRAPHY

Ph.D. (Law) from Jaume I-University, Castellon (2008), for which he received the outstanding doctorate award. Since September 2018 he is a tenured professor (*profesor titular*) of commercial law at Jaume I-University. He has also lectured in degree, Masters and Ph.D. studies in Spain (Complutense University, Madrid; Catholic University of Valencia; University of Jaen) and abroad (Université Catholique de Lille, Università degli Studi di Cagliari, Universidad de San Carlos de Guatemala).

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in Maritime, Port and Transport Law

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He is the author of the monograph “Derecho de vagones. Régimen jurídico-privado de la utilización de vagones de mercancías en tráfico ferroviario” (Madrid, 2012) and has published numerous research articles and contributions to collective works, both in transport matters and in other areas of commercial law (company law, antitrust and unfair competition law, insurance and factoring contract, insolvency law).

He is the vicedean of the Degree in Law and holds the position of the academic secretary of the University Institute for Transport Law (IDT).

**PRESENTATIONS**

-  
**SESSION VI**

**LORENZO PELLERANO**

**ABSTRACT**

**Marine or not Marine? Claims Made Insurance Policies in the Shipping Sector**

Most of the insurance policies that are stipulated in the shipping sector (for instance Hull & Machinery and P&I covers) are drafted on a loss occurred basis. Under English law said policies are subject to the provisions of the Marine Insurance Act.

On the other hand, the civil liability of many professionals operating in the shipping economy (such as ship agents, brokers, ship managers, surveyors, meteo forecasters, etc.) is assured on a claims made basis.

The contribution provides an overview of the claims made standard clauses offered to shipping professionals and focuses on some legal issues to be considered when a claims made policy is stipulated, both in common law and in civil law jurisdictions.

**BIOGRAPHY**

Lorenzo Pellerano is a partner of Berlingieri Maresca, a Genoa based law firm specialized in transport and international trade law. He practices in maritime contracts and litigation, forwarding and shipping agency, shipping & compliance, ship finance and insurance.

He graduated at the University of Milano in 2007 with a thesis on “Essential facilities in ports and airports”. He spent training periods with two leading law firms in London where he mainly dealt with ship financing and maritime disputes.

Lorenzo is a member of the Italian Maritime Law Association and is author of notes in the journal “Il Diritto Marittimo”. He is invited as a speaker at conventions and training seminars for shipping operators.



## ZORAN TASIC

### ABSTRACT

#### Security Assignment of Insurances in International Ship Finance

This presentation deals with certain aspects of assignment of legal assignment under Croatian law, international law (EU Directives (*Rome I*), UN Convention) and under English law.

International finance transactions involve local statutory requirements governing assignments generally and assignment of insurances particularly. Potential conflicts between the local law and international or European law on assignment of insurances may need to be considered. English law is very often chosen by international banks as governing law of the finance documents including assignment agreement.

Assignment of vessel's insurances is a very common form of security in ship finance transactions bearing in mind the insured values of ships and the risks to which the ships financed by banks are exposed on a daily basis.

This presentation addresses the necessity of this form of security and the importance of proper language of the assignment agreement made between the bank and its borrower.

Particular attention is given to the notice of assignment given by the insured to the insurer under relevant laws.

It further deals with each particular right under the insurance policy which the insured assigns to the bank mortgagee for the security purposes and it focuses on the conditions, both statutory and contractual, which need to be observed to make the assignment valid and enforceable under applicable law.

Special attention will be given to a letter of undertaking normally issued by the insurer confirming its receipts of the notice of assignment and its agreement to be bound by the loss payable clause set out in the notice of assignment

This paper shall also present two relevant English law cases where the assignment of the vessel's insurances and a proper notice thereof were proved to be crucial for the banks experiencing serious difficulties in recovering their financial exposures and potentially facing substantial losses.

### BIOGRAPHY

Zoran Tasic is Director of a consulting company Dedicato Ltd., with responsibility for assisting clients with their business strategy and implementation, and with their business development programmes in shipbuilding, ship finance, sale and purchase of ships, marine related project and

marine related corporate finance. In doing so Zoran liaises with top law and tax consultants' firms in London and in Europe.

Prior to incorporating Dedicato Ltd, Zoran worked for almost 17 years in the City of London. First 15 years he spent with Stephenson Harwood, solicitors, involved in ship finance and shipbuilding, corporate finance and international trade. That was followed by almost 2 years with Ince & Co., solicitors, involved in shipping and shipbuilding and business finance. Notable is his London experience where he was involved in many shipbuilding projects but also in shipping and shipbuilding disputes referred to either London arbitration or courts.

Upon his return to Croatia Zoran was appointed Deputy Head of Legal at Raiffeisen Bank Croatia in charge of corporate finance and international ship finance.

During a period of 11 years Zoran was heading the Banking and Finance team of CMS Reich Rohrwig Heinz GmbH, Zagreb and for the last 4 years has been working with the Shipbuilding Industry Split, Croatia where he is involved in drafting and negotiating new shipbuilding contracts and related documentation.

Zoran's greatest strengths are his business focused approach, knowledge and experience required in maritime and shipbuilding industries. His most recent experience was a London arbitration dispute that involved buyer's wrongful termination of a shipbuilding contract and a shipbuilding warranties dispute referred to arbitration in Zagreb.

Since 2016 Zoran is a listed Arbitrator with the Croatian Chamber of Commerce for international disputes.

He is also a Member of the editorial board of the Croatian legal magazine "Comparative Maritime Law" of the Institute for Maritime Law of the Croatian Academy of Sciences and a Member of the Croatian Maritime Lawyers' Association.

Zoran writes articles on shipbuilding and maritime matters and is also a frequent and highly rated speaker on shipbuilding industry related topics.

Zoran holds a master of law degree from the Split University and has attended LLM courses in International Trade Law and Legal Aspects of International Finance at Mary and Westfield College, London.

He now lives in Split, Croatia. In his free time, Zoran likes to play his bass guitar and sometimes joins local bands playing blues and jazz.

## LINDA TONTODONATI

### ABSTRACT

#### UAE Marine Insurance Law

UAE Marine Insurance sector is regulated by the UAE Civil Code, Federal Law No. 5 of 1985 and the UAE Insurance Law, Federal Law No. 6 of 2007. Furthermore, also the Maritime Code, known as Federal Law No. 26 of 1981, comprise several provisions applicable to marine insurance policies. These clauses have been drafted to be in line with the existing English law and provisions and are construed to be interpreted and applied by the English courts in the case of a dispute. But how effective are English marine insurance clauses in a UAE litigation context? Generally, English marine insurance policies are essentially regulated by both the Marine Insurance Act 1906 (MIA) and the Insurance Act 2015. Having that clear, are in practice the above-mentioned regulation likely to work as meant?

### BIOGRAPHY

Born in Bologna in 1986, Linda Tontodonati graduated from the *Alma Mater Studiorum* – University of Bologna in 2012, after conducting a study and research period abroad firstly in Spain and after, for her thesis, at East China University of Political Science and Law, in Shanghai (China). She holds Master degree in Law from University of Bologna as well as from University of Francisco de Victoria in Madrid (Spain). After completing her traineeship at Zunarelli B&T International Law Firm in Bologna, she has become a member of the Ravenna Bar Association as well as of the Spanish Bar Association since 2015. In 2014, she was admitted as “Named expert” in Maritime Law, at University of Bologna. Through the years, she has published numerous contributions to collective works, both in transport and maritime matters and in other areas of commercial law. She frequently participates in conferences and seminars and carried out several researches, giving recently particular focus on United Arab Emirates and Middle Eastern regulatory landscape. From October 2017 she is undertaking her Ph.D. in Maritime Law at University of Bologna. The focus of her research project is on electronic Bills-of-Lading based on blockchain technology.

**SILVIA BOIARDI**

**ANDREA ROTTOLI**

**ABSTRACT**

**Main Features of Direct and Indirect Taxation of the Maritime and Inland Waterways  
Transport, also in Relation to Some Insurance Aspects**

The lecture deals with both international taxation of profits and taxation for indirect tax purposes of maritime and inland waterways transport. The lecture will discuss the rules provided for in article 8 OECD Model Tax Convention, as well as the alternative provisions discussed in the OECD Commentary and in other tax treaty models. The lecture will focus on the meaning of the expression “international traffic” and on the territorial scope of application of article 8 OECD Model Tax Convention. It will also be analyzed the VAT regime laid down by the EU VAT Directive for shipping and waterways transport with specific focus on the transport of passengers. The lecture will also deal with: (i) tax related aspects (reporting obligations) relating to P&I insurance; (ii) application of insurance tax to vessels’ insurance arrangements.

**BIOGRAPHY**

**Silvia Boiardi**

Silvia Boiardi was admitted to the Association of Chartered Accountants in 2010. She joined Maisto e Associati in 2008 immediately after graduating (*cum laude*) in Economics at the Catholic University of Piacenza where she still cooperate. Her main areas of expertise are corporate and group taxation with a particular focus on shipping taxation, transfer pricing and pre-tax litigation.

**Andrea Rottoli**

Andrea Rottoli was graduated in Economics at the Catholic University of Milan in 2010. He was admitted to the Association of Chartered Accountants in 2013. He joined Maisto & Associati in 2015 after having worked with an international tax and legal firm for four years. Andrea is author of several contributions in national and international tax journals. He specializes in VAT, customs and excise duties. He is author of a number of articles published in national and international scientific journals.

**Saturday**  
**8<sup>th</sup> June 2019**

***LECTIO MAGISTRALIS***

**PROF. DR. RHIDIAN THOMAS**

**ABSTRACT**

The *Lectio* will focus on current topics of interest relating to the nature of and current developments in English marine insurance law.

**MASTERCLASS**

**PROF. DR. ALESSIO CLARONI**

**ABSTRACT**

**The Mooring Contract as an Atypical Contract: Is It Time for a Legislative Reform?**

The report aims to analyse the mooring contract in the light of the recent legislative changes in the field of pleasure boating.

In particular, the speaker intends to focus attention on the recent changes made to the Code of pleasure boating (Legislative Decree No. 172/2005), describing how they can affect the legal nature of the mooring contract (which, even today, is an atypical contract).

Starting from these reflections, the speaker intends to consider if a legislative action may be necessary to regulate, systematically and in detail, the mooring contract.

### BIOGRAPHY

Alessio Claroni is a Researcher of Navigation Law at the University of Trento, where he teaches Transport law and Tourism law.

He studied Law at the University of Bologna (Law Degree in Navigation Law with a thesis titled “*Gestione delle infrastrutture del trasporto e contabilizzazione separata del relativo esercizio*”). After his university graduation, in 1999 he obtained a fellowship provided by the University of Bologna to study the “*Experience about airport management and liberalization within airports in the U.S.A. and particularly in Denver*” at the University of Denver – College of Law.

He completed his Ph.D. in Transport Law at the University of Trieste in 2004.

In 2018, he obtained the National Scientific Qualification (ASN) as Associate Professor (Academic Discipline 12/E3 - Diritto dell’economia, dei mercati finanziari e agroalimentari e della navigazione).

He is author of two monographs (“*Il contratto di ormeggio nella portualità turistica*” and “*Il trasporto pubblico locale: funzione sociale e processi di riforma del settore*”) and numerous scientific publications on topics related to navigation law and tourism law.

## MASTERCLASS

### PROF. DR. IGOR VIO

#### ABSTRACT

#### **The 2019 Amendments to the Croatian Maritime Code - Legal Framework for Promoting National Shipping Industry and Development of Nautical Tourism**

The Maritime Code of the Republic of Croatia was adopted in 2004 and since then it has been amended several times (Official Gazette, Nos. 181/04, 76/07, 146/08, 61/11, 56/13, 26/15). The last amendments, which were adopted by the Croatian Parliament on 8 February 2019, were published in the Official Gazette No. 17/19 and entered in the force on 28 February 2019 (with the exception of certain provisions which will enter into force on 1 January 2020). One of the main purposes for the 2019 Amendments was harmonization of the provisions of the Maritime Code with the *acquis communautaire*, namely with the Directive 2009/18/EC of the European

Parliament and of the Council of 23 April 2009 laying down the basic principles for the investigation of accidents in the maritime transport sector and amending Council Directive 1999/35/EC and Directive 2002/59/EC of the European Parliament and of the Council and Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 establishing a framework for Community action in the field of water policy. The other harmonization of the national law was related to certain provisions of the 2007 Nairobi Wreck Removal Convention. The major changes are contained in the Art. 3 of the Amendments, with significant modifications of the definitions of ship, boat and yacht, also introducing entirely new concepts by determining definitions of autonomous vessel, traditional vessel and large passenger yacht. The 2019 Maritime Code Amendments Act has additionally regulated various aspects related to navigation safety, search and rescue service, inspection service, pollution response measures, and pilotage. Furthermore, this Act has clarified dilemma concerning the precedence of application of the Maritime Code provisions on judicial sale of vessels over the respective provisions of the Bankruptcy Act. The Amendments have also introduced new provisions on certain taxation issues in order to maintain the competitiveness of Croatian shipping industry in the international market and to promote the development of the maritime economy. Thus the recent Amendments have introduced a unique centralized register of ships in electronic form with the possibility of submitting requests for entry into the register of ships in any harbourmaster's office, and with this request it will no longer be necessary to submit numerous certificates since they will be available in electronic format, while the documents in English will no longer require a translation, except in case of doubt in the authenticity of the document. The minister in charge of maritime affairs will be authorized to determine the procedural provisions, the contents and the form of the entry list and all other documents and records. The 2019 Amendments introduced a new set of regulations with regards to certain issues of yachting and nautical tourism, creating preconditions for the sustainable development and easier operation of economic entities engaged in activities related to the Croatian nautical sector, increasing its competitiveness in relation to the European Union market by introducing yacht tonnage tax and encouraging the further development of nautical activity. In order to increase legal certainty, the Amendments Act regulates contracts of berth and yacht charter, as well as vessel-repair contract related to yachts and pleasure boats, with the revision of maritime liens and claims related to arrest of a pleasure vessel and application of provisions regulating wreck removal within the entire area of a marina. Finally, the Amendments have enabled the implementation of the seafarers' social reform facilitating income tax exemptions for seamen in international navigation, as well as regulating the status of agents in the employment of seafarers.

#### **BIOGRAPHY**

Dr. Igor Vio is lecturing 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 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” and member of the working group for drafting amendments of the Maritime Code. 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.

## MASTERCLASS

VINCENZO CASAREGOLA

ALESSANDRO TORELLO

### ABSTRACT

#### **A Shadowy and Dangerous Side of International Trade: Illegal Fishing**

Economic operators acting at any level of the logistic supply chain are required to operate and perform responsibly, especially in order to fulfil norms pertaining to customs compliance, safety and marine environment protection. Investigations by Customs authorities and Administrations (e.g. the Italian Guardia di Finanza - Financial Guard) are no longer based exclusively on fiscal issues, thus the prevention of a wide variety of offences and infringements is crucial, such as: money laundering, illicit drugs, shipment of dangerous waste, commercialisation of products derived from endangered plants and animals protected by the Convention of Washington (CITES). The Illegal, Unreported, and Unregulated (IUU) fishing is one of the most dangerous threats to marine habitats bringing about the gradual destruction of marine biodiversity.



Currently, as far as the Italian legal system is concerned, the IUU fishing is not perceived as detrimental to some particularly relevant interests, given the poor criminal protection of fish stocks and biodiversity. Despite that, the paper examines and describes two practical cases that (for the first time in Italy) have qualified fish poaching as an “Environmental Crime”: namely the “Poseydon Operation” and “Blue Desert Operation”.

#### **BIOGRAPHY**

##### **Vincenzo Casaregola**

Vincenzo Casaregola is an Officer of the Guardia di Finanza (Italian Finance Police). He was born in Gaeta (Lazio region) in 1986. He is married and father of a 3-year old girl.

He started at the military academy in the city of Bergamo (close to Milan) in 2005. Since 2010, he has been in charge of different roles of command in Messina, Taranto and Civitavecchia. He is currently Captain of the Operative Section of the naval fleet and of the local naval station (G.73 Artema) in Civitavecchia.

He graduated at the University of Rome (Tor Vergata) in the Science of Economic and Financial Security. He has completed two masters of the Business School of “Il Sole 24 Ore” in Fiscal law and in Economic crimes, along with a short master in Maritime safety and security at the University of Bari “Aldo Moro”.

As an expert of environmental law, he has been a teacher for the Business School of “Il Sole 24 Ore”, the University of Bari “Aldo Moro”, the University of Salerno, the University of Milan (Bicocca), and for the School of navigation of the Guardia di Finanza (in the city of Gaeta).

He has published articles pertaining to fiscal, legal and environmental subjects in various academic reviews.

##### **Alessandro Torello**

Alessandro Torello works as an international trade consultant. Currently, he is a named expert of Intellectual property and trade law at the University of Macerata (department of Economics and Law). Previously, he was also a named expert of International trade law and finance (University of Macerata) in 2016 and 2017 and of Economics and techniques of international trade (University for Foreigners of Perugia) in 2014 and 2015. His areas of specialisation and research are: international transport and logistics; international trade law; and EU/EFTA customs legislation. Furthermore, since 2014 he has participated in the activities of a group of researchers of Maritime Law and Transport Law of the University of Bologna, under the supervision of Full Professor Stefano Zunarelli and Adjunct Professor Massimiliano Musi.

**CLOSING CEREMONY**

**PROF. STEFANO ZUNARELLI**

**PROF. DR. MASSIMILIANO MUSI**