

**THE LEGAL REGIME GOVERNING THE
DECOMMISSIONING OF OFFSHORE PETROLEUM
INSTALLATIONS IN INTERNATIONAL CONVENTIONS AND
NORWAY AND ENGLAND LAWS**

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Abstract

Decommissioning of petroleum installations and platforms is a process to be decided by the parties on how to move or dismantle the installations and platforms that have reached to the end of their lives. Although this is a relatively new topic, it has attracted much attention at the international level especially since 1990. A major concern for governments and industries since that time has been removal of these installations, and for this reason many efforts have been made to explain various aspects of this topic. Although these efforts have been effective in clarifying various aspects of the decommissioning, still many questions especially about its legal and contractual aspects remain. The main question about this topic is, what is the state's obligation in the international level? In this article, we will study various documents in the international and inter-regional level and also we will study international upstream petroleum contracts as well as domestic laws of the leading countries, e.g. UK and Norway on the issue thereby finding a way for resolving the problems is the main purpose of this paper.

Keywords

Decommissioning, Installations Dumping, Partial Removal, Total Removal.

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THE ROLE OF INTERNATIONAL PRINCIPALS OF INTELLECTUAL PROPERTY PROTECTION ON GOVERNING LAW SELECTION

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Abstract

Public order, as a principle in the framework of national laws, is a tool for protecting private and public interests in a society. Observance of the norms and public order in any jurisdiction is important as far as the influence of this chariness on contracts in the field of private international laws is undeniable. With the formation of new rights such as intellectual property rights in the regime of national laws and their influence on international conventions in the field of conflict of laws, some international norms have entered into the realm of national laws; therefore, choosing the law governing their role, especially in infringement cases of intellectual property rights is extremely significant. The current paper aims to investigate the influence of international norms on selection of a governing law in the framework of infringement of these rights.

Keywords

Acquisition Rights, Conflict of Law Rules, Infringement of Intellectual Property Rights, International Conventions, International Public Order.

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THE OBLIGATION TO DISCLOSE ARBITRATOR IN THE LAW IN INTERNATIONAL AND DOMESTIC COMMERCIAL ARBITRATION

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Abstract

Arbitrator or private judge must be independent and impartial. Domestic and international commercial arbitration law in many countries in addition to the obligation, the independence and impartiality of arbitrator, has other obligations, namely the obligation to disclose. Arbitrator must disclose any relationship with the parties to arbitration. Commitment to disclosure should not be mixing with the obligation of independence and impartiality. In this paper, the obligation to disclose the sources of domestic arbitration and international trade were studied to help guide domestic and international arbitrators.

Keywords

Arbitrator, Obligation to Disclose, Independence, Impartiality.

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**EXPRESSION ABOUT THE POSITION OF KNOWLEDGE
OF JUDGE AND DOCUMENTS IN CIVIL PROCEDURE
BASED ON ARTICLE 1335 OF CIVIL CODE**

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Abstract

In different Codes, document is recognized as a valid evidence, but in Article 1335 of the Civil Code it is used as an expression that denies its validity as an independent evidence and limits its documentary effect as introduction of knowledge of Judge; so the expression of the legislator in this article about the document is inconsistent with other articles of that code as well as with articles of other codes in this case and casts doubt on the validity of the document. The current research aims to analyze this question and offer some ways for solution of this inconsistency proving that the validity of document as an independent evidence is still undeniable.

Keywords

Documents, Evidence, Knowledge of Judge.

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ENTIRE CONTRACT CLAUSE UNDER ENGLISH AND IRANIAN LAWS, THE PRINCIPLES OF EUROPEAN CONTRACT LAW AND UNIDROIT

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Abstract

A contractual relationship is commonly based on statements, expectations, acts and omissions out of which some will, and others will not, give rise to contractual obligations. To avoid uncertainty as to what is agreed, the contract parties often enter into a written contract that is supposed to express the final agreement between them and prevent the parties from relying on rights and obligations not set out in the written contract. Under the Entire contract clause, the so-called “boilerplate” clause in a variety of commercial contracts, the Contract contains entire agreement and understanding between the parties hereto and supersedes all prior negotiations, representations, undertakings and agreements of the Contract. EA-clause operates with a distinction between the determination of the terms of the contract and their subsequent interpretation. Even though the writing of the contract contains all the terms of the agreement, other statements or agreements may be used to interpret the writing. EA-clause does not mean that the contract document is to be considered an exhaustive regulation of the contractual relation. The provision in the EA-clause stating that the contract is “the entire agreement” should not be understood literally. The clause has limited effect on the process of interpretation, it does not impose derogation from all other sources of law than the contract, but rather a party’s expectations must be based on other sources than pre-contractual circumstances in order to be deemed reasonable.

Keywords

Contract, Entire Agreement Clause, Intention, Merger.

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**FEDERALISM AND CONFLICT OF LAWS SOLUTION
SYSTEM: A COMPARATIVE STUDY ON CONFLICT OF
LAWS SOLUTION SYSTEM OF UNITED STATES OF
AMERICA AND THE EUROPEAN UNION**

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Abstract

On the basis of constitution and social and cultural contexts, each country has its own private international law system. Concerning countries with federal system like the United States of America, conflict of laws not only may occur between laws of the United States and law of the other countries, but also in a distinctive manner, among states of the USA together. European Union is in the same situation. Although the convention of states in Europe does not frame a federal system, it has some federal characteristics, in some respects. Considering the premise that the creation idea of the European union has been inspired by federalism principles, the purpose of this contribution is, with a descriptive and analytic- comparative manner, to explore the interstate and member states traits of conflict of laws solution systems in USA and EU in order to answer the question that “what are the differences and resemblances of EU member states conflict of laws solution system and the systems of federal countries?”. Finally, this paper concludes that the European Union has unique characteristics which differentiate its conflict of laws solution system from federal systems.

Keywords

Constitution, Federalism, Principle of Subsidiarity, Private International law, Treaties.

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DEFAULT OF CLAIMANT AND DEFENDANT IN IRANIAN AND FRENCH CIVIL PROCEDURE

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Abstract

Claimant and defendant's presence has different consequences and sanctions if the legislator said that their default is not an obstacle for proceeding. Current remedy is annulling the claim or default judgment. This remedy is different in the previous Islamic Law and our past Laws and French Law. The notion of presence in Islamic Law is personal presence and so is different from its current notion. In French law, it is possible to judge, known as default judgment, about claimant but there are many ways of default judgment in litigation or enforcement proceeding in order to reduce default judgment. Also our past laws may be studied in different aspects. We can emphasize that having many default judgments and accepting the opposition easily is not necessarily in accordance with claimant or defendant's rights.

Keywords

Clearing the Claim, Non-presence, Notification in Person, Personal Presence, Revocation of Claim, Validity of Judgment.

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STATE CIVIL LIABILITY ARISING FROM ACTS OF TERRORISM IN THE COMPENSATION OF FORGOTTEN VICTIMS OF TERRORISM IN THE LAW OF IRAN AND FRANCE

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Abstract

Terrorism is one of the most sinister phenomena that threat the lives of innocent people like the plague and it has tarnished the image of humanity. A phenomenon that has always existed but today it has a special face and its prevalence is an alarm for communities. Dealing with this phenomenon has been an issue in criminal law. But this phenomenon does damage to some people known as "forgotten victims of terrorism" in France. Today, it is discussed in civil liability and the question is who should compensate these losses; the current article aims to determine the one responsible with the help of French Law.

Keywords

Terrorism, Damage, Victim, State.

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