

**THE IMPACT OF HUMAN RIGHTS COMPONENTS ON THE
INTERNATIONAL ENERGY ORGANIZATIONS WITH THE
EMPHASIS ON OPEC**

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(Received: 16 December 2018 - Accepted: 12 October 2019)

Abstract

The gradual development of international law towards the realization of human rights is in such a way that the *jus cogens* of international law gradually take on human rights. With this enormous transformation, the role of international organizations such as OPEC on development and poverty alleviation is worth paying attention. With the above assumptions and considering the requirements of OPEC for compliance with human rights, this article investigates the normative and practical approaches of the organization and concludes that OPEC, either in the form of commercial companies or in the form of international organizations, is required to respect human rights. However, at the same time, OPEC has neglected to pay attention to all generations of human rights.

Keywords: Human Rights, OPEC, OPEC International Development Fund (OFID), International Organization, Sustainable development.

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**PROCEDURES FOR JUDICIAL REVIEW AND COMPENSATION
FOR DAMAGES CAUSED BY OIL POLLUTION AT SEA (WITH
AN EMPHASIS ON THE HIGH SEAS)**

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(Received: 16 December 2018 - Accepted: 13 July 2019)

Abstract

Oil is the main cause of pollution of the seas and some of the most important sources this sort of pollution are the ones derived from ships and pollution from activities on the seabed. Civil liability arising from oil pollution at sea is an issue with complicated dimensions, which has led to efforts of international community, particularly the coastal countries for many years. Given the fluid nature of seawater, oil pollution leads to heavy damages to the marine environment and the economy of coastal countries. Therefore, compensation of the damage and prevention of oil pollution is considered as one of the important functions of civil liability. The aim of this study is investigating of compensation of damages caused by oil pollution through insurance agencies, P&I clubs and judicial processes concerning oil pollution and court rulings in this matter.

Keywords: Oil Pollution, Compensation, Insurance, Ruling Courts, P&I Clubs, Judicial Review.

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**PIERCING THE CORPORATE VEIL IN EU LAWS AND LEGAL
PRECEDENT IN RELATION TO SANCTIONING THE
SUBSIDIARIES OF THE NATIONAL IRANIAN COMPANY**

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(Received: 7 May 2019 - Accepted: 18 November 2019)

Abstract

Nuclear-related economic sanctions of EU against Iran were a set of restrictive measures, the negative impact of which was felt more in Iran's oil and gas sector, it being the main income-generating sector of Iran's economy. These sanctions were applied to the extent that the designated entities were not only prohibited from doing any transaction with elements within the EU jurisdictions, but also all their assets and economic resources were frozen. This article reviews the relevant laws and legal precedents which have been formed over the sanction's disputes and delisting cases by studying the legal elements of designating an entity and the legal situation of Iranian oil companies under EU Sanctions. The paper at hand endeavors to present a better picture of the reason and logic behind listing of Iranian oil companies in the EU list of designated entities.

Keywords: Piercing Corporate Veil, European Union, National Iranian Oil Company, EU Economic Sanctions.

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**THE LEGAL DIMENSIONS OF OFFSHORE
DECOMMISSIONING, FLOATING, PRODUCTION,
PROCESSING AND OFFLOADING OIL AND GAS UNITS**

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(Received: 27 August 2019 - Accepted: 14 October 2019)

Abstract

Decommissioning floating production, processing, storage and offloading of oil and gas units as new phenomena and follow the technical rules related to the legal regime of the marine and oil and gas industries. The legal regime applicable to these units in International and domestic systems is a challenging one, because these units are subject to various local laws and international conventions that seek different objectives. In some countries, they are subject to the legal regime of marine structures, while in some others they follow the legal regime of ships. At present, considering the discrepancies in the approaches of States and the ambiguity of the legal status of these units on the one hand, and in the absence of a comprehensive international convention or international customs on the other, the unification of the rules relating to these units seems unlikely in the near future. Nevertheless, in the current situation it seems appropriate if one can apply the legal status of marine structures and installations to the floating production, processing, storage and offloading units with due regard to the technical complexity, objective of the instruction, and type of function.

Keywords: Floating production and storage, Decommissioning, Marine Installation, ship, Binary Regime.

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**THE ROLE OF INVESTMENT ARBITRATION IN
CONCEPTUALIZATION AND INTERPRETATION OF THE
PRINCIPLE OF PUBLIC PARTICIPATION IN OIL DISPUTES**

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(Received: 13 February 2019 - Accepted: 13 October 2019)

Abstract

Implementing the principle of public participation in oil disputes requires the participation of individuals or groups of public who are not parties to arbitration. This participation can be realized through the presentation of written submission, access to important arbitration documents and attendance in arbitration hearings. The rules of international arbitration in the recent reforms and bilateral investment treaties in the new generation have taken the course of implementing this principle. This article seeks to analyze implementation of the principle of participation in the framework of arbitration proceedings. In this paper, two petroleum cases have been reviewed; One has been ruled by an arbitration tribunal to enforce the principle of public participation and the other has rejected this principle. The study indicates, firstly, the importance of stipulating the principle of participation in arbitration rules and investment treaties, and secondly demonstrates tribunals' lack of willingness to implement the rule of article 31(3) of the Vienna Convention. In *LonePine v. Canada*, despite the investor's disagreement, the tribunal accepted the written submission of the two NGOs based on ICSID Article 37 and NAFTA's statement. However, in *Chevron v. Ecuador*, the public were not allowed to participate. The silence of the Ecuador-US BIT as well as the implicit authority set forth in Article 15 of UNCITRAL (1976) could be regarded as grounds for this rejection.

Keywords: Public Participation Principle, Petroleum Arbitration, *Lone pine v. Canada*, *Chevron v. Ecuador*.

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THE OBJECTIVES AND INTERESTS OF OIL COUNTRIES & INTERNATIONAL OIL COMPANIES IN OIL CONTRACTS

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(Received: 11 May 2019 - Accepted: 18 November 2019)

Abstract

This paper aims to identify the objectives and interests of oil countries (especially Iran), international oil companies in oil and gas contracts. The methods is documentation and structured interview with the specialists. The conclusion shows that the objectives and interests of the two parties are very diverse. For the host country, these objectives and benefits include revenues and costs, technology, the domestic economy, and technical, economic, and financial exploitation of reservoirs, as well as information. The objectives and interests of companies are included revenues and costs, technology, the economy of the motherland, the preservation of monopolies, and information. Therefore, it is necessary to consider the appropriate strategies for reaching the objectives and benefits in setting up oil contracts, especially during negotiations.

Keywords: Oil Contract, Contract Benefits, Contract Objectives, Conflict of Interest.

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CONTRACTUAL MECHANISMS FOR FLEXIBILITY IN DAY RATE DRILLING CONTRACTS

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(Received: 12 June 2018 - Accepted: 5 August 2019)

Abstract

Flexibility in long-term contracts of energy sector has importance, which can guarantee their proper contractual performance. Drilling contracts as secondary upstream contracts are being influenced by oil price fluctuation. This matter not only affects contractual balance but also is in contrast with underlying mutual agreement regarding applying of rates equal to market rates. Therefore, proper contractual mechanisms shall be incorporated in contracts to make possible the adjustment and modification of contractual rates in accordance with market conditions. Determining a suitable index for adopting rates and setting dimension for modification of rates can provide required flexibility in these contracts. In addition to using renegotiation as an independent clause, it can be used as a supplementary clause to manage the inefficiency of using adaptation clause. However, this article aims to examine day rate drilling contracts and proper mechanism for modification of them.

Keywords: Drilling, Day Rate Contract, Flexibility, Adaptation Clause, Renegotiation.

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THE RELATION BETWEEN WATER SECURITY AND NATURAL DISASTERS IN INTERNATIONAL LAW

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(Received: 13 February 2019 - Accepted: 15 April 2019)

Abstract

Natural and man-made disasters are an inevitable part of life which threaten various dimensions of human life. Nowadays, increasing water crisis, in all around the world, attracts the attention of international community to the issue of water security and the role of disaster management in the sense of preparedness, response and reconstruction in order to reduce the impact of disasters in accessing water security has been taken into consideration. This investigation has studied interaction of water security and disaster management and explored the applicable rules of International law in this topic. The descriptive and analytical studies of the authors shows that, there is no binding coherent legal document on disaster management in international law. However, some provisions of various areas of it including international human rights, international environmental law, international law of transboundary water resources and the like impose obligations on international actors, particularly States, in the various stages of disasters including, before, during and after them. This plays a significant role in providing water security. Even though, ensuring compliance with these obligations is an important challenge that requires an effort at the global level.

Keywords: Water Security, Natural Disasters, Disaster Management, Transboundary Water Resources, International Law.

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ROLE OF THE ITLOS IN THE DISPUTE SETTLEMENT MECHANISM OF THE 1982 UN CONVENTION

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(Received: 16 February 2019 - Accepted: 1 September 2019)

Abstract

In today's world, the role of the seas and oceans in the livelihood and the process of development is essential and undeniable. Considering the diversity in operations and the probability of disagreements among countries, the existence of an international tribunal is required. The UN Convention on the Law of the Seas is the most important and comprehensive instrument on the law of the seas, providing a diverse and efficient system for settlement of international disputes of the field. The International Tribunal for the law of the Sea (ITLOS), as an independent judicial body, is one of the methods proposed in this Convention. The Tribunal not only can play an important role as a judicial forum of dispute settlement but also can assist in the formation of customary international law and practice and in turn development of international law. In fact, this Tribunal can go beyond a court and act as one of the most effective and appropriate instruments for implementing the rules of the law of the seas with varying conditions.

Keywords: United Nations Convention on the Law of the Sea, International Tribunal for the Law of the Sea, Dispute Settlement, International Law.

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THE LEGAL REGIME OF THE NUCLEAR TESTS BAN IN INTERNATIONAL LAW

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(Received: 6 May 2018 - Accepted: 26 October 2019)

Abstract

Nuclear testing is not only a threat to peace and security of the world, but it could cause different levels of environmental pollution in accordance with the forms of its occurrence. The activists of international law regime have created the Antarctic Treaty, the Partial Nuclear Test Ban Treaty (PTBT), the Comprehensive Nuclear Test Ban Treaty (CTBT), and The Prohibition of Nuclear Weapons (TPNW) in 1959, 1963, 1996, and 2017, respectively. These documents although valuable, have inadequacies and ambiguities that impede them from creating a suitable legal strategy to confront nuclear testing. Accordingly, the most important flaws of the aforementioned treaties are a lack of transparent definition of nuclear tests and explosions and their scope, the neglect of civil responsibility and the drawing up of the mechanism for compensating for nuclear tests, the creation of difficult conditions for their entry into force and, the possibility of a withdrawal clause. In addition to the contractual defects of international law, there is no explicit mandate to ban nuclear testing among other sources of international law. Therefore, in this essay, the aim of the authors is to recognize and remove the flaws in the field of nuclear testing by explaining the legal system governing the prohibition of this type of testing in international law.

Keywords: Disarmament, Nuclear weapons, Nuclear explosions, Nuclear testing, Non-proliferation of nuclear weapons.

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THE NEW APPROACH IN LEGAL ANALYSIS OF ENVIRONMENTAL CLAUSES IN PETROLEUM CONTRACTS

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(Received: 27 February 2018 - Accepted: 13 May 2019)

Abstract

Environmental protection is an important aspect of sustainable development that should be considered in all economic activities, including petroleum projects. The environmental clauses of petroleum contracts, despite being largely influenced by international unified standards, have various faces on different contracts and projects. The most important of environmental issues are the following: Environmental governing law, the plans and program that the contractor must comply with, environmental management requirements for the project that seek to deal effectively with environmental problems and finally, civil liability due to environmental damages, its foundations and its limitations. This article attempts to examine environmental issues, with emphasis on new petroleum contracts and some environmental claims.

Keywords: Environmental strategy, Environmental requirements, International Best Practices, Environmental Plans, Environmental project management, Environmental civil liability.

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NATIONAL AND INTERNATIONAL REQUIREMENTS FOR MARITIME TRANSPORTATION OF HYDROCARBONS

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(Received: 8 December 2018 - Accepted: 27 July 2019)

Abstract

As there are many differences between oil and gas law on the one hand, and international trade law on the other, oil and gas transportation law and therefore oil and gas maritime transportation law has exclusive specifications in comparison with maritime law. In the article, authors try to list these specifications. These are related to type of contract, different clauses including technical, compliance, immunity and limitation of liability. In addition, safety standards, specific incoterms, WTO regulations, experienced personnel, various costs, import facilitations, and damages of transportation are inspected. These specifications should be considered while formation of contracts, therefore contractual risks would be managed, controlled and decreased.

Keywords: Transportation, Pipeline, Sea, LNG, Oil.

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