

The background features a large, faint watermark of the seal of the Norwegian Institute of International Law. The seal is circular and contains a central figure holding a scale and a sword, surrounded by the text 'NORDISK INSTITUTT FOR INTERNASJONELL RETT' and a star at the bottom.

The maritime lawyer in a new future

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- *Scandinavian Institute
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Megatrends in law?



- *More or less shipping?*
- *Internationalization*
 - *Language*
 - *Legal systems*
 - *Legal culture*
- *Role and tasks*
 - *Environmental excuses*
 - *New contract perspectives*

A greener private law?

- *Private law is in the outset environmentally neutral*
- *Making environmental harm count*
 - *Prevention*
 - *Incentives*
 - *Definition of breach*
 - *Non-economic loss*
- *Structures: Do obligations prevent optimization?*
 - *Sustainable company law: mergers*
 - *Contractual structures: due dispatch*

The projects



- *Marlen*
- *Synchroport*
- *DNV*
- *MARINTEK*
- *SIML*
- *Wikborg Rein*
- *Grieg*

The logistics chain perspective

- *Changes may cause environmental loss in other parts of the chain*
- *Slow speed*
 - *more ships*
 - *rushed hinterland transport*
 - *wear & tear*
- *But why limit to logistics chains?*

Expected problems with a logistics chain perspective



- o Profit maximization*
- o Environment as an excuse*
- o Lack of overview*
- o Lack of conflict resolution mechanisms*

Contract study I: Car distribution

- *Major shipowner*
- *Mediterranean port to European distributors*
- *Logistical optimization*
 - *environmental*
 - *economic*
- *Legal*
 - *incentives?*
 - *structural problems?*

Contract study I: Findings

- *Weak incentives*

This RFQ is the opportunity for the Supplier to assert its expertise by making suggestions allowing optimizing the costs.

Within the contracted period, the Supplier shall be expected to make proposals to improve the quality of the service. The Supplier shall be deeply invited to present any suggestion, which seems relevant to bring new savings.

The transportation of goods generates CO2 emissions, air pollutants (NOx, HC, PM, CO), noise, congestion, and other nuisances, which have impacts on the human health, ecosystem and contributes to the depletion of natural resources as well as in the global warming. The Supply Chain must take into account these nuisances and anticipate the regulations and the taxes to come.

[NN] thus intends to involve its logistics suppliers in this initiative, and to make them aware of the necessity of including as from today the environmental preoccupations in their services. [NN] will ask the suppliers to give specific reporting and action plan on these environmental issues, including mainly CO2 emissions.

Contract study I: Findings

- *Weak incentives*
- *Initially no structural problems*
- *Renewal problem*
- *Environmental contract revision?*

Contract study II: Offshore supply (Statoil)



- *Triangular route
Stavanger - Bergen - North Sea fields*
 - *Sea and land alternatives
Stavanger -Bergen*
 - *Again:*
 - *Logistical optimization*
 - *Legal restraints*
- 

Contract study II: Findings

- *Contractors:
Weak incentives & obligations*
- *Statoil:
No contractual restraints ...
but a matter of policy*

Port delay study



- FCFS prevents slow steaming*
- Resolve queuing problems*
- Charterparty adjustment*

Port delay study: Resolving FCFS queuing problems



- o The need for an alternative*
- o Starting point: Departure*
- o Calculation speed*

$$\textit{Attained design CO}_2 \textit{ index} = \frac{C_F \textit{ SFC } P}{\textit{Capacity } V_{ref}}$$

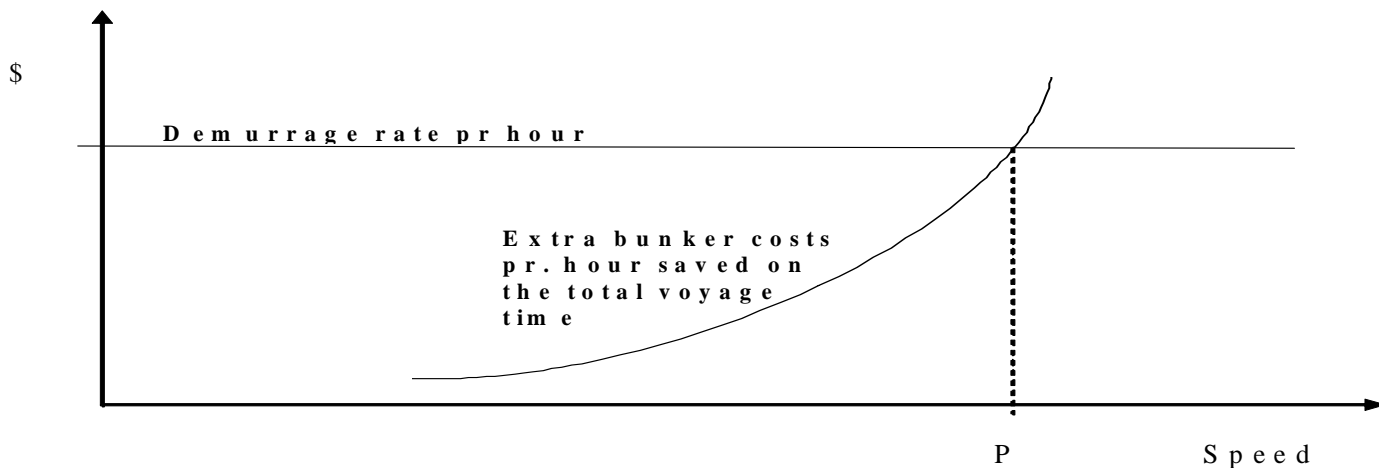
Example #	Ship name	Departure from	Departure time	Reference speed	Sailing distance, nm	Standard-ized ETA	Queue #
1	Kasper	Rotterdam	19.08.08 12:30	20	121	19.08.08 18:33	5
2	Jesper	Bilbao	17.08.08 13:30	24	202	17.08.08 21:55	4
3	Jonathan	Rio de Janeiro	01.08.08 15:45	15	5174	16.08.08 0:41	2
4	Bastian	Hong Kong	30.07.08 23:30	25	9623	16.08.08 0:25	1
5	Sofie	Durban	07.08.08 9:00	23	5608	17.08.08 12:49	3

Port delay study: Resolving FCFS queuing problems

- o The need for an alternative*
- o Starting point: Departure*
- o Calculation speed*
- o Queue \neq ETA*
- o Trading turns*

Port delay study: Charterparty adjustments

- *Time charterparties*
- *Voyage charterparties*
 - *Due dispatch*
 - *Risk distribution*
 - *Demurrage*



Environmental speed NOR clause

Notice of Readiness not to be tendered before the appropriate time of arrival, as from time to time reasonably advised by the Charterers or the port of destination.

The Owners shall be compensated on demurrage rate for the time difference between (i) actual time Notice of Readiness at the earliest could have been tendered pursuant to this clause and (ii) estimated time Notice of Readiness had been tendered had the Vessel sailed with a speed of ... knots, but with due consideration being given to the weather and other adverse conditions that actually occurred on the voyage.

Saved bunkers costs shall be deducted from this compensation.

Port delay study: Charterparty adjustments

- *Time charterparties*
- *Voyage charterparties*
 - *Due dispatch*
 - *Risk distribution*
 - *Demurrage*

Conclusions

- *Weak policy
=> weak clauses*
- *Commercial lawyers do not save the world ...
but most often, we do not prevent progress either*