

# INTERNATIONAL ARBITRATION IN FINANCIAL MATTERS—GENERAL REMARKS MAŁGORZATA WRÓBLEWSKA

Gdansk University, Faculty of Law and Administration

## Abstract in original language

This article considers the institution of international arbitration. This is designed for quick, practical and efficient resolution of financial matters. The main issue of this article is the short presentation of the arbitration conventions. There is no extensive list presented but only the most important ones.

## Key words in original language

international arbitration, dispute, solve the dispute, international financial transactions, arbitration conventions.

## 1. INTRODUCTION

Disputes (conflicts)<sup>1</sup> are an integral part of running a business activity. Additionally the atmosphere of rivalry the strengthen by rumors of the difficulties of financial institutions does not encourage reaching agreements. In its simplest definition “a dispute” is a situation in which one party has a demand or complaint and the other party denies this position. According to *A. Szpunar*, a dispute can be said to exist earlier *ie* when the parties express different opinions on the content of the legal relation joining them, even though they have not yet decided on any form of solving the dispute<sup>2</sup>.

Internal conflicts in society are of a complex nature. An example of such a situation is the New York stock exchange crash in 1929, which heralded the Great Depression. This example shows how economic difficulties such as unemployment, runaway inflation, the insolvency of banks and other institutions, the lack of basic social welfare and proper living conditions can lead to negative ideas. The crisis of 1929-

---

<sup>1</sup> Term „conflict” from łac. *conflictus* and means competitive and opposing action of incompatibles: antagonist state or action (as of divergent ideas, interests or person). Conflict means hostility condition between parties. Dispute is interpreted as a contrary state, misunderstanding state which cannot lead to a conflict. Sometimes in subject literature occurs an interchangeably apply terms such as dispute and conflict. M. Katz, *The Relevance of International Adjudication*, Cambridge 1968, p.41. In this paper the term dispute and conflict are used in the same meaning.

<sup>2</sup> A. Szpunar [in:] *System prawa cywilnego* S. Grzybowski ed. Kraków-Łódź-Poznań- Warszawa –Wrocław 1986. Vol. III, part II, p.1072.

1935 led to society losing its trust in the ruling elite and enabled Fascist and Communist to overtake power<sup>3</sup>.

Cultural differences, especially resulting from dominant religious doctrine, determine the method of solving a conflict. The Euro-Atlantic culture is identified with occidental culture. According to *J. Borysowski*, this must contain the validity and recognition of the primacy of the intellect over religious dogma as well as the recognition of liberty and human rights including religious freedom. Of equal importance is the division of theory from politics, pluralism and mutual tolerance<sup>4</sup>. Thus, it can be stated that oxydental cosmology of time presents the sense of finiteness of all that is earthly, hence a conflict is understood as a single and specified phenomenon (it is defined in terms of the subject, object, time and place of dispute).

In accordance with the holistic<sup>5</sup> philosophy of the East, the interpretation of conflict situations demands a different approach. The concept of solving should be replaced by the concept of transforming a conflict. This enables an assessment of the conflict not only as a dysfunctional phenomenon but also allows a deeper perception of its positive aspects. Representatives from different disciplines such as: organizational and management theorists, sociologists and psychologists are currently conduct research to show that the skilful management of disputes may encourage innovation, the improvement of the current state of affairs, and increase in effectiveness and in the worst case a minimalization of loses<sup>6</sup>. To give an example in the scope of financial settlements, the parties may agree on mutually positive method of making repayments in cash by issuing bills of exchange or by postponing repayments ect.

---

<sup>3</sup> W. M. Stankiewicz, *Konflikt jako zjawisko integrujące i dezintegrujące oblicze współczesnego świata*, Olsztyn 2008, p.20-21.

<sup>4</sup> J. Borysowski, *Idea kultury przewodniej a osiągnięcie wzajemności perspektyw –wybrane aspekty dialogu międzykulturowego* [in:] *Wielokulturowość - międzykulturowość – trans kulturowość w perspektywie europejskiej i pozaeuropejskiej* ed. A. Barska, M. Korzeniowski, Opole 2007, p.129.

<sup>5</sup> Holism- a Greak word meaning is the theory that all the properties of a given system (physical, biological, economic etc) cannot be determined or explained by its component part alone. The term holism was introduced by the South African politician Jan Smuts in 1926. A. Heywood, *Ideologie polityczne*, Warszawa 2007, p.280.

<sup>6</sup> R. Morek, *ADR- w sprawach gospodarczych*, Warszawa 2004, p.14.

## **2. SOURCES OF THE POTENTIAL CONFLICTS IN THE FINANCIAL MATTERS**

Finance plays the crucial role in the global world. Borders of the states are not the obstacle for financial transactions borders which spread in a huge power, differences and complexity. International financial transactions are often concluded for a long period of time which leads to complicated legal transactions. Its parties are both a public and a private persons. Participant (actors) of the financial market exist in the environment which has an impact on stable relationship. At present, they make transactions in the environment of different cultures, unstable political law systems, conflict ideas, bureaucracy, unstable financial system and changing economies. This factors do not determine the safety of financial transactions. On the contrary, they are a source of conflicts. They can be divided into separate groups. The first one relates to the changing circumstances. The second one focuses on the lack of mutual understanding of the parties, different aims, cultures and political systems. The first group involves changing circumstances, whereas the second one recognizes the lack of the mutual understanding, different aims, cultures and political systems. Changing circumstances are categorized such as for example unexpected reduction of price outbreak of domestic war. These factors lead to either reduce or increase of the costs resulting from agreement. As a result harmed person may withdraw from an agreement.

Economic instability is of more importance to foreign than to domestic investors. It can be founded that international financial transactions include some individual features which are not present in domestic transactions. This elements increase the risk of breaking off an agreement. For the first one, the international environment is unstable and international transactions seem to be very sensitive for unpredictable changes such as devaluation, *a coup d'état*, wars or radical governments changes. For the second one, agreements relate to international transactions which are more expensive to the similar domestic agreements. For the third one, foreign governments are the parties of international financial transactions. Cultures and law diversity cause different meaning of weight of evidence. Therefore, States may withdraw from an agreement because of the sovereignty and the protection of common good.

## **3. HISTORY**

International arbitration is the most important method of resolving disputes arising from international commercial agreement and other international relationships. The origins of international arbitration dates back to Ancient Greece<sup>7</sup>. This country was not a one political

---

<sup>7</sup> Beginning of arbitration could be search earlier - in the father of history. From Herodotus there are only the merest intimations. He describes in detail no famous arbitration but it is said that men did not invariably settle their quarrels with cold steel. He tells us for example that the succession of Darius was disputed between his favorites sons Xerxes and Artabazanes, and that it

organization but was either an antagonism, or, at times, a union more or less crude, of divers states and cities<sup>8</sup>. According to descriptions made between IX and IV BC, there were approximately 110 arbitration disputes between various political organizations (*polis*)<sup>9</sup>. Later, in the XVII the United States played the crucial role in international arbitration development.<sup>10</sup>

The Jay's Treaty was signed between the United States and Great Britain on the 19 of November, 1794 and regulates, among other things, commerce and navigation. The Treaty established a commission to solve disputes regarding the treatment of British and the US nationals during and after the American Revolution.

The Jay's Treaty can be described as the first model of international arbitration disputes regulation<sup>11</sup>. The IX and XX Century is associated with law arbitration progress<sup>12</sup>. This relates to many arbitral panel appointments which referred to the Jays Treaty rules concerning commercial sphere. Against the background of the XX Century, there was a need to distinguish a new notion *ie* the international commercial arbitration<sup>13</sup>.

---

was referred to their uncle for settlement. R.C. Morris, *International Arbitration and Procedure*, New Haven- London- Oxford 2010, p.1.

<sup>8</sup> It is known that between ancient cities of Greece there were a thousand bonds -religion, language, art, love of athletic games and a common origin – the only one that was lacking was political identity. R.C. Morris, *ibidem.* p.8.

<sup>9</sup> E. Zagórska - Prątnicka, *Dwustronne umowy o wzajemnej ochronie inwestycji*, Biuletyn Arbitrażowy 2009, No , p. 57.

<sup>10</sup> It is known as Treaty of Amity, Commerce and Navigation, between His Britannic Majesty; and The United States of America” and was negotiated by Supreme Court Chief Justice John Jay.

<sup>11</sup> E. Zagórska - Prątnicka, *Dwustronne umowy* ..op.cit, p. 57.

<sup>12</sup> From 1840 to 1940 states established over sixty arbitral commissions to deal with disputes arising from injuries to foreign nationals. In addition there were various *ad hoc* panels established to solve specific claims and national prize courts that adjudicated claims regarding the capture of property at sea. A. Newcombe, L. Paradell, *Law and Practice of Investment Treaties. Standards of treatment*, Austin –Boston – Chicago - New York- The Netherlands 2009, p.7.

<sup>13</sup> A.A. Wiśniewski, *Międzynarodowy arbitraż handlowy w Polsce*, Warszawa 2011, p.33.

#### 4. CONVENTIONAL ORDER

In contemporary times, the development of international arbitration is formed with rapid growth expansion of the world financial and business communities<sup>14</sup>. It is very important for businesses to have an established method of resolving business disputes quickly, efficiently and constructively. This advantages led to the development of the international regulations in the arbitration panel sphere. The most important international conventions involve:

the Geneva Protocol on Arbitration Clauses of 1923 (Geneva Protocol)

the Geneva Convention on the Execution of Foreign Arbitral Awards of 1927 (Geneva Convention)<sup>15</sup>

the European Convention on International Commercial Arbitration Done at Geneva on April 21, 1961(the European Convention)<sup>16</sup>

the Convention on the Recognition and Enforcement of Foreign Arbitral Awards Done at New York 10 June 1958 (the New York Convention)

the Convention on the Settlement of Investment Disputes between States and Nationals of Other States Done at Washington 18 March 1965 (the ICSID Convention or Washington Convention)<sup>17</sup>

the Convention on Settlement by Arbitration of Civil Law Disputes resulting from Economic, Scientific and Technical Cooperation of 1972 (Moscow Convention)<sup>18</sup>.

---

<sup>14</sup> T. Szurski, *Arbitraż – skuteczny sposób likwidowania sporów*. Monitor Prawniczy 1998, No. 12, p. 468.

<sup>15</sup> G.B. Born, *International Commercial Arbitration* Vol. I The Netherlands-United States of America- Great Britain 2009, p.60.

<sup>16</sup> United Nations Treaty Series, vol.484 ,p.364 No.7041 (1963-1964). <http://www.jus.uio.no>. [access in 10.12.2011] A. Redfern, *Law and Practice of International Commercial Arbitration* , London 2004, p.460.

<sup>17</sup> This Convention entered into force, 14 October 1966 <http://www.jus.uio.no> [access in 10.12.2011]. A. Torbus, *Wybrane zagadnienia stosowania konwencji nowojorskiej o uznawaniu i wykonywaniu zagranicznych orzeczeń arbitrażowych*. ADR Arbitraż i Mediacja 2008 No.4, p.197-214.

<sup>18</sup> G. Ginsburgs, *The Soviet Union and the International Cooperation In Legal Matters*. Law in Eastern Europe Dordrecht- London – Martinus-Nijhoff 1994 no. 38, p.110. K. Lynch, *The Forces of Economic Globalization . Challenges to the Regime of International Commercial Arbitration* , The Hague- The Netherland- United Kingdom 2003, p. 143.

In the doctrine, Geneva Protocol is treated as the first Act of Law concerning convention of the international commercial arbitration. The most important assumption is the duty of acknowledging arbitrary contracts of present or disputes-to-be, by the states (regulated by law). Till 1958 Geneva Protocol was ratified by 43 countries, Poland included. At present, the Protocol has mainly a historical meaning and Poland applies it only in relation with Iraq<sup>19</sup>. Its weak point is that it can be executed only on the territory of the state where it was acknowledged. Thus, it needed completion, which came to being by proclaiming Geneva Convention in 1927. Geneva Convention acknowledged the duty of recognizing and executing the arbitrary judgment, which was passed in the territory of a different state of Geneva Protocol. Geneva Convention was ratified by 37 countries. Poland did not accept it.

The New York Convention has a significant role in the view of the development of international Arbitrary Law. It was passed under patronage of ONZ in 1961. In Poland, the New York Convention came to law in 1958 and it applies to 146 states<sup>20</sup>. For the international Arbitration, the New York Convention is the fundamental world-wide Act of Law; it refers to acknowledging and executing arbitrary judgments which came to being due to disputes of contracting parties in the territory of a state different from the one in which execution and recognition is demanded. The New York Convention refers also to such arbitrary rulings which are not recognized as state rulings in the countries which demand its execution and acknowledging.

The territory and subject range of the New York Convention is related to two reservations. Both of them result from Article I of the Convention. The first, territorial reservation, assumes that state-party may proclaim on mutual terms the application of the Convention in acknowledging and execution of its arbitrary judgments which are passed only in the territory of the other agreeing state. The second, subject reservation, limits the state-party in the range of application of the Convention only to relations which the law of a given state assumes as commercial. In the light of these reservations, in practice, there appeared doubts whether Poland is related to the Convention with view to its fundamental assumptions or assumptions concerning reservations.

This issue proved to be meaningful since Poland, signing the Convention in 1958, proclaimed both reservations. Simultaneously,

---

<sup>19</sup> A.A. Wiśniewski, Międzynarodowy arbitraż handlowy w Polsce, Warszawa 2011, p.92. T. Szurski, Uwagi wprowadzające do problematyki krajowego i międzynarodowego arbitrażu handlowego (gospodarczego). PUG 1994, No.1, p.7.

<sup>20</sup> [http://www.uncitral.org/uncitral/en/uncitral\\_texts/arbitration/NYConvention\\_status.html](http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html) [access: 10.12.2012].

Poland did not recognize that in 1961 when ratifying the Convention. This led to two contrary attitudes in Poland. The first one, postulated by *J. Jakubowski* and based on Article 23 §2 of Vienna Convention on the Law of Treaties<sup>21</sup> treating about Tractate Law, denied the reservations<sup>22</sup>. The second one, postulated by *T. Ereciński, K. Weitz, J. Szpara*, stated that once assumed reservations are in force. This results from Article 23 §2 of Vienna Convention, which resolves doubts in case if Convention does not treat about it and, simultaneously, does not apply to *ius cogens* norm. At present, the second interpretation is in majority. Nevertheless, in practice, both argumentations seem to be irrelevant since territorial reservations are of less importance. As for subject reservations, Poland did not define commercial relations. Thus, relations based on law and relating financial services can be settled by arbitrary commerce.

The European Convention was signed on the 10<sup>th</sup> of April 1961 in Geneva with view to obstacles resulting from trade between East and West. These obstacles appeared when parties agreed to solve the dispute by arbitration and did not precise organization and procedures. Thus, the most significant assumptions of New York Convention were formal procedures concerning the expiry date of arbitrary contract, the right to chose the law regulating disputes and the right of the arbitrary court to rule statements based on law and the rule of justice.

Formally, the notion of the international commerce arbitration was first introduced by the European Convention. In fact, the Act does not define it, nevertheless, the Convention regulates international arbitration contracts between natural and judicial persons. The notion of “international trade transaction” was defined in the Convention as an operations due to which goods, services and money cross borders.

Thus, the European Convention develops and completes the assumptions of The New York Convention. Nevertheless, due to Vienna Convention regulating Tractate Law, the European Convention, as the latest one, is prior to the New York Convention. The European Convention, as defined by its name, is of regional use whereas the New York Convention is universal. At present the European Convention has 32 members. Poland ratified the Convention in 1964<sup>23</sup>.

---

<sup>21</sup> Vienna Convention on the Law of Treaties Done at Vienna on 23 May 1969. United Nations Treaty Series, Vol. 1155, p.331.

<sup>22</sup> According to Article 23 § 2 Vienna Convention If formulated when signing the treaty subject to ratification, acceptance or approval, a reservation must be formally confirmed by the reserving State when expressing its consent to be bound by the treaty. In such a case the reservation shall be considered as having been made on the date of its confirmation.

<sup>23</sup> <http://treaties.un.org> [access: 03.10.2011].

In 1966 the World Bank formulated the Washington Convention to guarantee proper law protection for the investment contracts parties. These contracts were entered by well-developed states of strong economy and these of poor capital, which led to risk of transaction. In such case, the state court assured the strong position of the investor state. The Washington Convention brought into existence the International Centre for Settlement of Investment Disputes (ICSID) as an institution arbitrating disputes between the investing state and the one, where the investment was made. Since 4<sup>th</sup> of October this year, the Washington convention was signed by 157 states and 147 ratified it<sup>24</sup>. Poland is the only European Union member not to be a part of the Convention. This implies that Poland is a part of contracts which encourage and ensure mutual investment but investment disputes, based on such contracts, cannot be judged by ICSID.

The International Centre for Settlement of Investment Disputes (ICSID) as an is an autonomic international organization cooperating with The World Bank. The members of ICSID have to be the members of the World Bank. ICSID has a law identity. In contrary to The World Bank, it does not operate on banking and credit services. The basic task of ICSID is solving investment disputes on basis of conciliation and arbitrary procedures. ICSID is not a court or tribunal but it provides with logistic and technical help in solving disputes. Its has an administrative role in procedures based on The Washington Convention. The Convention prepares panel lists of mediators and arbitrators as well as provides organizational and legal background. Each case is held by a separate arbitrary tribunal or conciliation committee appointed by parties.

The structure of ICSID consists of Administrative Council and Secretariat. The Administrative Council composes of one representative of convention state. The Head of the Council is ex officio the president of The World Bank who cannot vote. Additionally, the Councils consists of state delegates (Governors) who are designated to The World Bank. The Council is in charge of approving the following: budget of ICSID, regulations concerning finance and administration, conciliation and arbitrary procedures. The panel of conciliators and arbitrators consists of experts designed by state parties of the Convention. The nomination of members of the panels is the right of the Head of the Council.

The Secretariat consists of the General Secretary, Vice Secretary and personnel. The General Secretary is and his Vice Secretaries are appointed by The Administrative Council for six years, with the right of reelection. The General Secretary is the legal representative of ICSID and conducts administrative and representative function as the general official of the Centre. He is responsible for technical aid during conciliation and arbitrary procedure.

---

<sup>24</sup> The Convention entered into force on October 14, 1966 when it had been ratified by 20 countries.

The arbitrary procedure is initiated on the basis of application which is submitted to the General Secretary. The General Secretary registers the application and informs the parties. The Convention indicates that the arbitrary tribunal shall be constituted as soon as possible. The tribunal should consist of one arbitrator or uneven number of arbitrators designed by the parties. If the parties cannot reach the agreement about the number of arbitrators, the panel consists of three members. The verdict must be given on paper, and, if the parties agree on that, published. Given the verdict, each party may apply for revision, if within three years significant and unknown facts were revealed.

In 1978 The Administrative Council has accepted a distinct procedure for ICSID regulated by The Additional Statute which does not apply to the rules set by the Washington Convention. First of all, the extension of jurisdiction of the Centre is based on solving disputes resulting from the investment where either the state, or natural or judicial person belonging to another state is not the part of the Convention. Secondly, ICSID may solve disputes which are not directly connected with the investment, if at least one of the parties of the dispute is conventional state or the person of the conventional state. Nevertheless, it does not involve any disputes, only those which are connected with the Centre's competence. Thirdly, the procedure based on the Additional Statute concerns defining facts. The three mentioned above procedures are conducted in accordance with three distinct statutes attached to the Additional Protocol.

In 1972 another regional organization, the Council for Mutual Economic Assistance (CMEA) enacted the Moscow Convention. It allocated jurisdiction between arbitration courts attached to the Chamber of Commerce of each socialist state over disputes between economic organizations of these states. There was cooperation and reciprocity among former Soviet States which limited state autonomy to control transnational commerce by granting commercial parties direct access to arbitration courts within Chamber of Commerce. This Convention remained in force until the CMEA broke up in 1994 and many contracting states repealed it and most of the new states of the former Soviet Union have refused to recognize it<sup>25</sup>.

In practice, functioning of the arbitration courts and the way they are perceived by the entrepreneurs, depends upon the so-called soft law, which consists of various norms and customs, either codified or not. In majority of cases, the parties to the proceedings learn about arbitration law by way of rules of permanent courts of arbitration or model laws, such as the UNCITRAL Model Law. The rules of the

---

<sup>25</sup> K. Lynch, *The Forces of Economic Globalization ...op.cit*, p.143.

permanent arbitration court replace dispositive provisions of the Code of Civil Procedure<sup>26</sup>.

## 5. CONCLUSION

With the rapid growth and expansion of the world financial and business communities, it is very important for businesses to have an established method of resolving business disputes quickly, efficiently and constructively. When disputes arise in the course of business, parties often prefer to settle them privately and informally, in a businesslike fashion that will enable them to maintain their business relationship. Arbitration is designed for cases which need quick, practical and efficient resolution. In this article, first the meaning of dispute is presented and then the sources of potential conflicts in financial matters and conventional order.

The Arbitration Convention can be defined from various points of view. First of all, a short origin is traced from a historical perspective to follow some explanations of the scope and the subject matter of the Convention. It is not an extensive list, because there are more arbitration conventions in force. In this article there are presented only the crucial ones.

The specific law order of arbitration conventions is worth mentioning. Currently, solving the international financial disputes by the arbitration panels is common in the United States and in the West Europe but not in Poland. Since the proceeding advantages have been recognized by the foreign law practice, there is a need to disseminate them in order to encourage parties to solve their disputes in such a way.

### Literature:

- Born G.B., International Commercial Arbitration, The Netherlands-United States of America- Great Britain 2009, Vol. I
- Borysowski J., Idea kultury przewodniej a osiągnięcie wzajemności perspektyw –wybrane aspekty dialogu międzykulturowego, [In:] Wielokulturowość - międzykulturowość – trans kulturowość w perspektywie europejskiej i pozaeuropejskiej ed. A. Barska, M. Korzeniowski, Opole 2007.
- Ginsburgs G., The Soviet Union and the International Cooperation In Legal Matters. Law in Eastern Europe Dordrecht- London – Martinus-Nijhoff 1994, No. 38
- Heywood A., Ideologie polityczne, Warszawa 2007.
- Katz M., The Relevance of International Adjudication, Cambridge 1968.

---

<sup>26</sup> K. Stefanowicz, Arbitration landscape in Poland – a subject review [in:] Arbitration in Poland ed. B. Gessel-Kalinowska vel Kalisz, Warsaw 2011, s.12.

- Lynch K., *The Forces of Economic Globalization . Challenges to the Regime of International Commercial Arbitration* , The Hague-The Netherland- United Kingdom 2003.
- Morek R., *ADR- w sprawach gospodarczych*. Warszawa 2004.
- Morris R.C., *International Arbitration and Procedure*, New Haven-London- Oxford 2010.
- Newcombe. A., Paradell L., *Law and Practice of Investment Treaties. Standards of treatment*, Austin –Boston – Chicago - New York- The Netherlands 2009.
- Redfern A., *Law and Practice of International Commercial Arbitration*, London 2004.
- Stankiewicz W. M., *Konflikt jako zjawisko integrujące i dezintegrujące oblicze współczesnego świata*, Olsztyn 2008.
- Stefanowicz K., *Arbitration landscape in Poland – a subject review* [in:] *Arbitration in Poland* ed. B. Gessel-Kalinowska vel Kalisz, Warsaw 2011, s.12.
- Szpunar A. [in:] *System prawa cywilnego* S. Grzybowski ed., Kraków-Łódź-Poznań- Warszawa –Wrocław 1986.Vol. III, part II.
- Szurski T., *Arbitraż – skuteczny sposób likwidowania sporów*. *Monitor Prawniczy* 1998 No. 12.
- Szurski T., *Uwagi wprowadzające do problematyki krajowego i międzynarodowego arbitrażu handlowego (gospodarczego)*. *PUG* 1994, No.1
- Torbus A., *Wybrane zagadnienia stosowania konwencji nowojorskiej o uznawaniu i wykonywaniu zagranicznych orzeczeń arbitrażowych*. *ADR /Arbitraż i Mediacja* 2008 No.4.
- Wiśniewski A.A., *Międzynarodowy arbitraż handlowy w Polsce*, Warszawa 2011.
- Zagórska – Prątnicka E., *Dwustronne umowy o wzajemnej ochronie inwestycji*, *Biuletyn Arbitrażowy* 2009.
- *Vienna Convention on the Law of Treaties Done at Vienna on 23 May 1969*. *United Nations Treaty Series*, Vol. 1155..
- [http://www.uncitral.org/uncitral/en/uncitral\\_texts/arbitration/NYConvention\\_status.html](http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html)[access: 10.12.2012].
- <http://www.jus.uio.no>. [access in 10.12.2011]
- <http://www.jus.uio.no> . [access in 10.12.2011]
- <http://treaties.un.org> [access: 03.10.2011].

-  
**Contact – email**  
 mwroblewska1@tlen.pl

-