

## Contractual Framework of Decommissioning of Petroleum Installations and Facilities

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### Abstract

When exploration and production operations of an oil or gas field comes to an end, decommissioning of facilities and installations becomes necessary. The challenging issue of decommissioning is caused by the fact that the field is no longer profitable though there is an obligation to provide sufficient funds for decommissioning. Thus, the funding for the decommissioning costs is a matter of differences between the host country and international oil company. Unlike many developed countries, in most oil exporting countries such as Iran, there is no specific legislation for dealing with the different aspects of decommissioning process and the party which is responsible for decommissioning costs. For this reason, the issue of decommissioning is much a matter of contract rather than the law. This article first examines contractual arrangements governing decommissioning process in different parts of the world and reviews the rights and obligations of each party. Then, the Iranian oil contracts will be examined.

### Keywords

Contractual framework of decommissioning, Decommissioning, Iranian petroleum contracts, Petroleum contracts.

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## Theoretical Approach to Acquisition of Ownership in Intellectual Property

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### Abstract

There are philosophical discussions about original acquisition of property right. Acquisition of intangibles encounters criticism. Original acquisition of intellectual objects is the issue of enquiry here. The purpose of this article is not just an interpretation of the rules but a philosophical and theoretical analysis to understand acquisition of ownership. This result of this research paper could be used to amend Article 140 of the Iranian Civil Code. The study of possession of the tangible items could help us to have a better understanding of ownership of intellectual items. Some approaches focus on the object itself and some others focus on value added by labor. Each of them leads to a different conclusion. Based on the first, registration and specification and according to the next occupancy are identified.

### Keywords

Intellectual property, Occupancy, Ownership, Registration, Specification.

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## The Study of Legal Aspects of International Exchange Market of Intellectual Property Comparing with the Iranian Market

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### Abstract

The International Exchange Market of Intellectual Property, located in United States, is the first world financial exchange market based on transferring intellectual property rights and commercialization of IP assets. This organization which is founded on two vital principles, i.e. transparency and efficiency has provided an exchange market for trading IP assets via their standardization and market values. Thus, in such a market obtaining fair and reasonable prices of IP assets are achievable in a free market. Therefore, right holders and intellectual property owners could easily attain their contractual terms in timely and costly manner. Although there are some similarities between Iran Fara-Bourse Company established as an Intellectual Property Market and international IP exchange market in terms of the goals and principles, there are remarkable differences between them in respect of their scope and transaction methods. Furthermore, Iran IP market has certain limitations in its subject that an amendment to the legislation could improve such a market.

### Keywords

Iran Fara-Bourse IP Market, Intellectual Property, International Intellectual Property Exchange Market.

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## The Rule of Egg Shell Skull in England and Iran

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### Abstract

The Rule of Egg Shell Skull has been established by English courts in 1901 and then gone to other common law countries. According to this rule, tortfeasor should compensate all damages caused to the injured person even if they are further than being common and foreseeable. This rule has been applied to physical and collateral losses by English courts at various judgments. However, intervening causes and contributory negligence have always been an obstacle for its application. In comparison with the Iranian and Islamic laws, this rule is more resembling *itlaf* which requires compensation of all damages.

### Keywords

Causality, Compensation, Egg shell skull, Foreseeability.

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## The Review of Investment of Iran's Pension Funds in light of Investment Principles

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### Abstract

In last two decades, active pension funds in Iran have been faced with several financial difficulties mostly caused by investment mechanisms employed by such funds. Pension funds follow several investment principles consisting of clarity of objectives, balance of profitability and security, independence from government interferences and having responsible investment. Such principles have been emphasized by the international organizations such as ISSA, OECD, ILO and World Bank. Following these principles would strengthen financial resource of the fund and, ultimately would guarantee the rights of the stakeholders. Thus, in many countries, the pension funds follow these principles. However, the Iranian pension funds have violated such principles in many respects. This article through a comparative study will examine to what extent the difficulties experienced by Iran's pension funds are attributable to non-respecting of recognized investment principles governing such pension funds.

### Keywords

Investment, Lack of efficiency, Pension funds, Principles of investment.

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## The Effect of Refusing an Obligation to the Benefit of a Third Party on the Contract

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### Abstract

Because providing a benefit for a third party in the contract inconsistent with the principle of privity of contract, this issue requires further research and study. One of the aspects of this subject which has been less analyzed is the effects of third party's refusal on the contract itself. Most of lawyers have expressed their opinions about this subject without going in details. In this article the nature of acts that possibly conducted by a third party beneficiary has been reviewed and the effects of their refusal of accepting the obligation undertaken in their favor have been discussed and analyzed. Not accepting or refusing such benefits would lead to rescission of the contract, annulment of the benefit or having no effect at all on the terms of the contract.

### Keywords

Benefit for third party, Privity of contract, Refusal of third party's benefit.

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## Legal Protection of Fashion in the Iranian and French Intellectual Property Laws

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### Abstract

In Iranian law, the Trade Mark and Patents Act 1310 (1931), the Act to Protect the Rights of Authors and Artists 1348 (1969), Trademark, Patents and Industrial Designs Act 1386 (2007) and a comprehensive draft bill of Literary and Artistic Property Act (if it will be enacted) as general legal sources and Fashion Reorganization Act 1385 (2006) as a specific legal source, are the legislation governing fashion. In France, fashion related products, in the period from 1792 to 1902, has been protected under copyright and the rights of designs and models as a general source of intellectual property law and from 1902 onwards, and especially with the Legislation of Intellectual Property (Code of Intellectual Property) in 1992, fashion related products are protected under various legislations, including creations of seasonal clothing and accessories industry and lawmakers concerning quarterly production.

### Keywords

Beauty creations, Creations coating, Fashion, Industrial property rights, Intellectual property.

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## Uniform Rules for Conflict of Laws in International Trade Contracts

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### Abstract

Entering into any international contracts is the cross point of different legal systems that these differences lead to challenges and uncertainties regarding the governing law. Therefore, the parties try to choose their own law as the governing law by adhering to conflict of laws rules which put at risk two principles of speed and security in such contracts. Uniform rules for conflict of law could be a solution for the parties, arbitral tribunal and courts in determining the governing law. These rules bring an end to claims of different legal systems to govern the contract, make predictable the rights and obligations of the parties, prevent conflicting interpretations through unification of rules on conflict of laws and prevent imposition of stronger party law to the weaker party and so on. But these rules are not free from criticism, as for example, all related legal systems have no equal contribution to the content of such uniform rules.

### Keywords

Governing law, International trade contracts, Rules of conflict of laws.

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