

<b>SHIPPING</b>	
<b>April, 2014</b>	
<b>1</b>	<p><b>Brazil</b> - contributed by <b>Kincaid   Mendes Vianna Advogados</b></p> <p><b><u><a href="#">ANTAQ approves regulations for exploration of private port facilities</a></u></b></p> <p>The National Agency for Waterway Transportation (ANTAQ) recently published a new resolution that sets forth the authorisation procedures for the construction, development and expansion of private use terminals, cargo transshipment stations, small public port facilities and tourist port facilities. Before authorisation to develop such types of facilities can be obtained, an application must first be filed with ANTAQ. Author: <a href="#">Godofredo Mendes Vianna</a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7L4PNJS">http://www.internationallawoffice.com/?i=55592&amp;l=7L4PNJS</a></p>
<b>2</b>	<p><b>Norway</b> - contributed by <b>Wikborg Rein</b></p> <p><b><u><a href="#">Co-insurance under Nordic Marine Insurance Plan and assignment of insurance</a></u></b></p> <p>A financing bank will usually secure a loan by obtaining a mortgage for a vessel and seek to protect its interests in the mortgaged vessel by way of insurance. The bank has several options to ensure that its interests are protected by insurance, depending on the conditions under which the owner's insurances are placed, the degree of risk that is acceptable and the costs of taking out various insurance covers.</p> <p>Authors: <a href="#">Geir Ove Røberg</a>, <a href="#">Herman Steen</a>, <a href="#">Linn Hertwig Eidsheim</a>, <a href="#">Astrid Pleym Løseth</a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7L4PNK1">http://www.internationallawoffice.com/?i=55592&amp;l=7L4PNK1</a></p>
<b>3</b>	<p><b>Philippines</b> - contributed by <b>Del Rosario &amp; Del Rosario law Offices</b></p> <p><b><u><a href="#">Seafarer repatriated due to expired contact not entitled to disability benefits</a></u></b></p> <p>The Supreme Court recently denied a seafarer's claim for disability benefits. The court ruled that it was undisputed that the seafarer was repatriated due to his contract ending and not for medical reasons. The court emphasised that the seafarer's repatriation for completion of his contract belied his submission that his claimed heart disease had been aggravated by his work onboard the vessel.</p> <p>Author: <a href="#">Ruben T Del Rosario</a></p>



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4	<p><b>South Africa</b> - contributed by <b>Bowman Gilfillan</b></p> <p><b><a href="#">Performance guarantees in shipbuilding agreements</a></b></p> <p>A common feature of shipbuilding agreements is the requirement that parties provide guarantees from third-party institutions as security for the performance of their respective obligations. The legal nature and practical effect of this type of security are routinely a source of dispute and litigation internationally, often as a result of the uncertainty introduced by the way in which contracting parties choose to name the instrument.</p> <p>Author: <a href="#">Jeremy Prain</a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7L4PNL9">http://www.internationallawoffice.com/?i=55592&amp;l=7L4PNL9</a></p>
5	<p><b>Norway</b> - contributed by <b>Wikborg Rein</b></p> <p><b><a href="#">The significance of contemporaneous evidence in maritime incidents</a></b></p> <p>A recent study of case law confirms that courts will place significant weight on evidence arising from or collected in the immediate aftermath of an incident. Parties facing a potential dispute should take care to collect all relevant documentary evidence and be cautious when issuing preliminary reports or other documents until all relevant facts are identified.</p> <p>Authors: <a href="#">Morten Lund Mathisen</a>, <a href="#">Nina MH Hanevold</a>, <a href="#">Chris Grieveson</a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7L33CMM">http://www.internationallawoffice.com/?i=55592&amp;l=7L33CMM</a></p>