



Editorial

I have the honour to present to you the Second Issue of Volume II of the DIAC Journal.

In this *Issue*, you may read:

Christopher Wade's article, that sheds the light on the Construction sector, as it provides thorough explanation of different FIDIC standard forms of contract. Wade highlights the administrative structure of FIDIC, its technical committees, and its functional mechanisms. He underpins the significance of such FIDIC contracts, being the most important construction contract forms widely used all over the world, bearing in mind the efforts made by FIDIC with the aim of unifying execution criteria and clauses of contractual agreements in the building and construction sector. It is indeed a concise article that is rich in information.

Kamal Malas, on the other hand, presents a practical case study that reflects the relation between the main contractor and the sub-contractor in terms of the sub-contractor's responsibility and accountability. He reviews such a relation under the light of the UAE legislation, taking into consideration the UAE courts recognition of arbitration awards, in particular the final binding nature of the award and the impermissibility of reviewing a subject matter of a dispute that has already been reviewed by arbitration.

Taking into account the necessity of speedy resolution of disputes in the maritime industry when executing maritime transport contracts, and the specific nature of this sector, the DIAC journal continues to publish articles and lectures given on this topic. This issue contains a study that was conducted by Dr. Friedrich Strube entitled "The Difference between Arbitration & Mediation in the Maritime Industry". He presented this paper at a conference co-organised by DIAC and the German Maritime Dispute Resolution Centre. The author highlights the importance of mediation as an alternative way to solve disputes before having recourse to arbitration. He also answers a number of questions on the feasibility of mediation as a preliminary step before arbitration, that contributes to the speedy resolution of disputes at a reasonable cost.

Dr. Osama Al-Nashef also tackles maritime transport disputes in an article that explains the relation between a maritime transport contract and a bill of lading, and how contractual relations between carriers and shippers are governed. He explains the scope of the shipper's responsibility to comply with the maritime transport contract provisions according to international standards, and how pertinent jurisprudence considers this matter. Among the several aspects tackled by this article, stands the issue of referring a dispute arising in connection with a bill of lading to arbitration in accordance with an arbitration clause contained in a charter party.