

Chapter 4

Treaty Affairs

A. GENERAL

Treaty Priority List

On May 11, 2009, the Department of State provided the Administration's treaty priority list for the 111th Congress in a letter from Richard R. Verma, Assistant Secretary of State for Legislative Affairs, to Senator John F. Kerry (D-Massachusetts), Chairman, Senate Committee on Foreign Relations. As the letter explained, the list was divided into two categories: (1) treaties on which the Administration supported Senate action "at this time;" and (2) treaties on which the Administration did not support Senate action "at this time." The full text of the letter is available at www.state.gov/s/l/c8183.htm.

B. CONCLUSION, ENTRY INTO FORCE, RESERVATIONS, APPLICATION, AND TERMINATION

1. Interpretive Declarations and Reservations

On October 30, 2009, Mark A. Simonoff, Counselor, U.S. Mission to the United Nations, addressed the General Assembly's Sixth (Legal) Committee on the report of the International Law Commission ("ILC" or "Commission") on the work of its sixty-first session. Excerpts follow from Mr. Simonoff's statement, addressing the Commission's discussions concerning reservations to treaties and interpretative declarations, also known as interpretive declarations. The full text of Mr. Simonoff's statement is available at www.state.gov/s/l/c8183.htm; the ILC report is available at <http://untreaty.un.org/ilc/reports/2009/2009report.htm>.

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On the subject of Reservations to Treaties, I would first like to compliment the Special Rapporteur on the impressive work that has gone into the draft guidelines. We are grateful for the scholarship Mr. Pellet has brought to bear on this important topic and although, as has been mentioned before, the United States is skeptical regarding the utility of the formal framework adopted by the Commission for interpretative declarations, Mr. Pellet's Fourteenth Report [U.N. Doc. A/CN.4/614]

was excellent and we are looking forward to his continuing inquiry into the validity of reservations and interpretative declarations.

On the subject of interpretative declarations, I would like to mention that we continue to have particular concerns regarding the suggested treatment of *conditional* interpretative declarations as reservations. If the content of a conditional interpretative declaration purports to modify the treaty's legal effects with regard to the declarant, then it is a reservation. If the content of a conditional interpretative declaration merely clarifies a provision's meaning, then it cannot be a reservation, regardless of whether it is conditional. In brief, we disagree with the view that an interpretative declaration that would not otherwise qualify as a reservation could be considered a reservation simply because the declarant makes its consent to be bound by the treaty subject to the proposed interpretation. Subjecting conditional interpretative declarations to a reservations framework, regardless of whether they are in fact reservations, is inappropriate and could lead to overly restrictive treatment of such issues as temporal limits for formulation, conditions of form, and subsequent reactions regarding such declarations.

On the subject of the validity of reservations, the Special Rapporteur's Report regarding the meeting between the Commission and representatives of the United Nations human rights treaty bodies and regional human rights bodies was of particular interest. We would associate ourselves with the consensus views expressed at this meeting regarding the fact that there is value in the uniform application of rules regarding reservations for all types of treaties and that no special regime is applicable to reservations to human rights treaties.

The discussion by the Commission regarding the role of treaty bodies in examining reservations was also of particular interest. It is a fundamental and long-standing principle of customary international law that treaties are authoritatively interpreted by the Parties themselves, though of course the treaty may be authoritatively interpreted by an international body if and to the extent that the Parties have agreed either in the treaty at issue or through a separate agreement. In our view, the current guidelines properly reflect that any conclusions formulated by a treaty body regarding a particular reservation can only "have the same legal effect as that deriving from the performance" of its duties as established in the treaty itself.

Finally, with respect to the legal effect of invalid reservations, we do not think that if a State has made a prohibited reservation, it is then bound by the treaty without the benefit of that reservation. As treaty law is premised on the voluntary undertaking of treaty obligations, an attempt to assign an obligation expressly not undertaken by a country is inconsistent with that fundamental principle. Instead, the objecting State must determine if it is desirable to remain in a treaty relationship with the reserving State, despite the existence of what it considers to be an impermissible reservation. Alternatively, if the objecting state rejects a treaty relationship with the reserving state on the basis of the objectionable reservation, the reserving state can always withdraw its reservation. From a practical perspective, there are times when it may be better to continue to have a treaty relationship with a State, despite the existence of an impermissible reservation. While this is not an ideal scenario, it is important not to rule this out. We look forward to a continuing dialogue on these important issues.

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2. Treaty of Amity and Cooperation in Southeast Asia

On July 22, 2009, the United States became a party to the Treaty of Amity and Cooperation in South East Asia (“TAC”), which the members of the Association of South East Asian Nations (“ASEAN”) concluded in Indonesia on February 24, 1976. Secretary of State Hillary Rodham Clinton signed the U.S. Instrument of Accession to the TAC during the ASEAN Post-Ministerial Conference and ASEAN Regional Forum (“ARF”) ministerial meetings in Thailand, July 22–23. The United States acceded to the agreement as an executive agreement on the basis of the President’s constitutional authority. In its diplomatic note to ASEAN defining the terms of U.S. accession, the United States made a reservation to Article 10 of the TAC. Article 10 provides: “Each High Contracting Party shall not in any manner or form participate in any activity which shall constitute a threat to the political and economic stability, sovereignty, or territorial integrity of another High Contracting Party.” With respect to Article 10, the U.S. diplomatic note stated that U.S. accession to the TAC “does not limit actions taken by the United States that it considers necessary to address a threat to its national interests.” The full text of the U.S. diplomatic note is available at www.state.gov/documents/organization/130886.pdf. A Department of State press release of that date, which is set forth below and is also available at www.state.gov/r/pa/prs/ps/2009/july/126294.htm, provided additional background on the U.S. action and the agreement.

On July 22, 2009, Secretary of State Hillary Rodham Clinton signed the United States’ Instrument of Accession to the Treaty of Amity and Cooperation in Southeast Asia. At the same time, the ten ASEAN Foreign Ministers signed an Instrument of Extension of the Treaty of Amity and Cooperation in Southeast Asia, completing the United States’ accession to the Treaty. Among other things, parties to the Treaty pledge to promote perpetual peace, everlasting amity and to cooperate in economic, social, cultural, technical and scientific fields.

During her visit to the ASEAN Secretariat in Jakarta in February of this year, Secretary Clinton announced that the Administration would pursue accession to the Treaty because “we believe that the United States must have strong relationships and a strong and productive presence here in Southeast Asia.” Today’s signing ceremony successfully completes this Administration initiative.

The speed at which the United States worked together with ASEAN members to realize U.S. accession to the Treaty highlights our re-energized involvement in Southeast Asia, as well as the close mutual ties sought by ASEAN and the United States. U.S. accession is a symbol of the United States’ desire to engage more deeply and effectively with ASEAN on regional and global priorities.

The Treaty of Amity and Cooperation in Southeast Asia was signed by the original members of ASEAN in 1976. All ASEAN members have since become parties to the Treaty. In 1987, ASEAN amended the Treaty to invite countries outside of Southeast Asia to accede to the Treaty in order to build confidence, promote peace and security, and facilitate economic cooperation in the region.

Before acceding to the TAC, the executive branch consulted with members of the Senate Committee on Foreign Relations concerning U.S. accession to the agreement as an executive agreement. On July 10, 2009, Senators John F. Kerry (D–Massachusetts), Chairman, Senate Committee on Foreign Relations; Mitch McConnell (R–Kentucky), Republican Leader, U.S. Senate; and Richard G. Lugar (R–Indiana), Ranking Member, Senate Committee on Foreign Relations, wrote Secretary Clinton to express support for the administration’s proposal. The letter is set forth below and is also available at www.state.gov/s/l/c8183.htm.

We write to you regarding the proposed U.S. accession to the Treaty of Amity and Cooperation in Southeast Asia (TAC). We believe that U.S. accession to the TAC reflects the strong American commitment to the region and to vigorous engagement with the Association of Southeast Asian Nations (ASEAN), both of which we fully support. The U.S. has important foreign policy and economic interests in Southeast Asia which we believe this agreement can further.

There are two important points of clarification, however, that we wish to make as part of the Senate’s input in the context of the State Department’s congressional consultations. First, we understand that the Department is considering having the United States accede to the TAC in late July as a sole executive agreement, which would not require the advice and consent of the Senate. We note that the title of the agreement refers to the agreement as a “treaty,” and we are unaware of any precedent for the United States acceding to an agreement styled as a “treaty” without the advice and consent of the Senate as provided for in Article II, Section 2 of the Constitution. At the same time, we are mindful that other factors apart from the formal name of the agreement could suggest that it is consistent with U.S. practice for the United States to accede to the TAC as an executive agreement. Of particular importance, the agreement is largely limited to general pledges of diplomatic cooperation and would not appear to obligate the United States to take (or refrain from taking) any specific action (with the exception of provisions of Article X which we understand will be the subject of a reservation as discussed below). We also note that the United States did not take part in the negotiations among ASEAN countries leading up to the conclusion of the TAC in 1976, or in the decision to characterize it as a treaty.

In light of these unique considerations, we will not object to the Department’s plan to accede to the TAC as an executive agreement. We continue to believe, however, that the use of the term “treaty” in the title of an agreement will generally dictate that Senate advice and consent will be required before the United States may accede to the agreement. In this regard, treatment of the TAC as an executive agreement should not be considered a precedent for treating future agreements entitled “Treaties” as sole executive agreements. To ensure our understanding that the process surrounding this agreement is not misinterpreted in the future as a precedent, we will submit this letter into the *Congressional Record*. We would also request that the State Department include it in the next edition of the *Digest of United States Practice in International Law*.

Second, Article X of the TAC provides that “[e]ach High Contracting party shall not in any manner or form participate in any activity which shall constitute a threat to the political and economic stability, sovereignty, or territorial integrity of another High Contracting Party.” We also note that the U.S. has proposed a reservation to the TAC that states that the TAC, noting in particular Article X, “does not limit actions taken by the United States that it considers necessary to

address a threat to its national interests.” We interpret this reservation as ensuring that the TAC does not limit the authority of the U.S. government—either the executive branch or the Congress—to take actions that it considers necessary in pursuit of U.S. national interests in the region or with respect to any individual nation.

We thank you for your close consideration of this matter and for the Department’s consultation prior to acceding to the TAC.

C. ROLE IN LITIGATION

1. Applicability in U.S. Courts of a Treaty to Which the United States is Not a Party

In an unpublished opinion issued on June 12, 2009, the U.S. Court of Appeals for the Second Circuit vacated and remanded a 2008 district court judgment dismissing a lawsuit brought by Reino de España (“Spain”) against ABSG Consulting, Inc., et al. (“ABS”) for damages that occurred when the tanker *M.T. Prestige* sank off the coast of Spain. *Reino de España v. ABSG Consulting, Inc.*, 334 Fed. Appx. 383 (2d Cir. 2009); 2009 U.S. App. LEXIS 12618 (2d Cir. 2009). The Second Circuit concluded “that the district court erred in holding that the [International Convention on Civil Liability for Oil Pollution Damage (“CLC”), 973 U.N.T.S. 3, Nov. 29, 1969, as amended, 1956 U.N.T.S. 255, Nov. 27, 1992] deprived it of subject matter jurisdiction.” *Reino de España*, 334 Fed. Appx. at 385; 2009 U.S. App. LEXIS 12618, at *6.

The Second Circuit’s opinion was consistent with views the United States submitted in a letter brief on March 20, 2009, in response to questions by the court. The U.S. letter brief summarized the government’s views as follows:

. . . [T]he United States believes that the district court erred to the extent it suggested that dismissal under the International Convention on Civil Liability for Oil Pollution Damage, 1969, as amended by the 1992 Protocol Amending the Convention (“CLC”), was for lack of subject matter jurisdiction. Because the United States is not a party to the CLC, the CLC is not United States law. Accordingly, the treaty cannot deprive a district court of its statutorily conferred jurisdiction. The treaty may, however, be considered by a district court in determining whether to dismiss a case under discretionary doctrines such as *forum non conveniens* or international comity.

To the extent the Court’s questions invite the United States to apply the CLC to the facts of this case, the United States respectfully declines to do so. The United States is not a party to the CLC, nor is the United

States familiar with the subsequent application of the treaty among States party to the CLC. The State Department has informed us that there is no current Executive Branch position as to the proper construction of the treaty provisions that are the subject of the Court's inquiry, and that the State Department's review of files relating to the CLC did not disclose any materials that, in the State Department's view, would resolve the questions posed by the Court.

In reaching its conclusion, the Second Circuit also noted:

That does not mean, however, that the district court is required here to exercise its jurisdiction. On remand, it may consider whether principles of *forum non conveniens* or international comity support a discretionary decision not to exercise jurisdiction. . . . ABS's willingness to stipulate to personal jurisdiction in an alternative forum is a relevant factor to any declination of jurisdiction. . . . So too is the possible inequity of a discretionary dismissal at this stage of the litigation. . . .

If the district court concludes that dismissal under *forum non conveniens* or international comity is not warranted, it should then conduct a conflicts-of-law analysis to determine which law governs this case. . . .

Reino de España v. ABSG Consulting, Inc., 334 Fed. Appx. at 384-85; 2009 U.S. App. LEXIS 12618, at *4-6. Further excerpts follow from the U.S. letter brief (footnotes omitted). The full text of the brief is available at www.state.gov/s/l/c8183.htm.

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Under Article III(4) of the CLC,

No claim for compensation for pollution damage may be made against the owner [of a vessel carrying oil as bulk cargo] otherwise than in accordance with this Convention. [Subject to an exclusion not relevant here,] no claim for compensation for pollution damage under this Convention or otherwise may be made against:

- (a) the servants or agents of the owner or members of the crew;
- (b) the pilot or any other person who, without being a member of the crew, performs services for the ship . . .

unless the damage resulted from their personal act or omission, committed with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

Article IX(1) of the CLC further provides that, “[w]here an incident has caused pollution damage in the territory including the territorial sea of one or more Contracting States, or preventative measures have been taken to prevent or minimize pollution damage in such territory including the territorial sea, actions for compensation may only be brought in the Courts of any such Contracting State or States.”

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The questions posed by the Court’s order of March 4, in particular the question “whether Article IX of the CLC requires that Spain’s claim against ABS be adjudicated in a CLC contracting state,” implicate the issue of the CLC’s legal status in the United States and its effect on actions brought in United States courts. In the United States’ view, the district court erred to the extent it held that the CLC deprived it of subject matter jurisdiction over Spain’s claims. *See [Reino de España v. American Bureau of Shipping Inc.,] 528 F. Supp. 2d [455,] 461 [(S.D.N.Y. 2008)].* However, a district court may properly look to a treaty such as the CLC in determining whether to decline to exercise its statutory jurisdiction.

As a general rule, “[o]nly Congress may determine a lower federal court’s subject matter jurisdiction” or restrict jurisdiction that it has previously granted. *Kontrick v. Ryan*, 551 U.S. 443, 453–54 (2004). Because the United States is not a party to the CLC, the CLC does not establish United States law. Nor has Congress passed any statute that purports to strip federal courts of jurisdiction over claims governed by the CLC. Accordingly, the CLC could not have divested the district court of subject matter jurisdiction over Spain’s claims against ABS. Nevertheless, a federal court may consider a treaty to which the United States is not a party a basis for declining to exercising its jurisdiction over particular claims. The United States does not take a position on the applicability of the forum selection clause in the CLC, which concerns the claims of a party State against the citizen of a non-party State based on services performed for a ship registered in a party State. We note as a general matter that a clause of this type may be treated as akin to a forum selection clause in a private contract to which ABS may be a third-party beneficiary. Although a contractual forum selection clause does not oust a federal court of jurisdiction over an action, it may be a basis on which the court declines to exercise its jurisdiction. *See, e.g., New Moon Shipping Co. v. Man B & W Diesel AG*, 121 F.3d 24, 28 (2d Cir. 1997); *see also M/S Bremen [v. Zapata Off-Shore Co.]*, 407 U.S. [1,] 12–13 [(1972)]. Alternatively, a treaty provision channeling litigation to the courts of party States might be entitled to deference by a federal court under doctrines such as international comity or *forum non conveniens*. *See, e.g., Ungaro-Benages v. Dresdner Bank AG*, 379 F.3d 1227, 1238–39 (11th Cir. 2004); *Bi v. Union Carbide Co.*, 984 F.2d 582, 585–86 (2d Cir. 1993).

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2. Private Right of Action

As discussed in Chapter 2.A.2., on August 14, 2009, by order of the U.S. Court of Appeals for the Third Circuit, the United States filed a brief as *amicus curiae* in support of a district court judgment dismissing a case seeking damages for alleged violations of the Vienna Convention on Consular Relations (“VCCR”), among other claims. *McPherson v. United States*, No. 08–3757 (3d Cir.). Chapter 2.A.2. summarizes the U.S. view that the VCCR’s “text, structure, and history give no indication that Article 36 [of the VCCR] was intended to create individually enforceable rights.” As excerpted below, the U.S. brief also addressed more generally the issue of when a treaty may be found to create judicially enforceable rights. The full text of the U.S. brief is available at www.state.gov/s/l/c8183.htm.

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1. “A treaty is primarily a compact between independent nations. It depends for the enforcement of its provisions on the interest and the honor of the governments which are parties to it.” *Head Money Cases*, 112 U.S. 580, 598 (1884). Violations then may become the subject of international negotiations and other measures between the parties. *Ibid.* “But a treaty may also contain provisions which confer certain rights upon the citizens or subjects of one of the nations residing in the territorial limits of the other, which partake of the nature of municipal law and which are capable of enforcement as between private parties in the courts of the country.” *Ibid.* For example, treaties that establish rules for commercial disputes between individuals or corporations to benefit private parties in their international transactions often provide expressly for individual enforcement in domestic courts of the rights afforded. *See, e.g., Clark v. Allen*, 331 U.S. 503, 507–508 (1947) (treaty providing for inheritance of property by German heirs and for “freedom of access to the courts of justice” to prosecute and defend treaty rights); *accord Head Money Cases*, 112 U.S. at 598; *see also Trans World Airlines, Inc. v. Franklin Mint Corp.*, 466 U.S. 243, 252 (1984) (rights invoked under the Warsaw Convention, which explicitly contemplates private enforcement); *Bacardi v. Domenech*, 311 U.S. 150, 159–161 (1940) (finding private right created by treaty providing for international recognition of trademarks).

While some treaties thus are properly construed to provide rights that are judicially enforceable by individuals, “[i]nternational agreements, even those directly benefiting private persons, generally do not create private rights or provide for a private cause of action in domestic courts.” Restatement (Third) of Foreign Relations Law of United States § 907, Comment a (1986). In *Argentine Republic v. Amerada Hess Shipping Corp.*, 488 U.S. 428, 442 & n.10 (1989), for example, the Supreme Court held that treaty language specifying that a merchant ship “shall be compensated for any loss or damage” and that a “belligerent shall indemnify” damage it caused did not create a private right of action for compensation in a U.S. court.

In *Medellin v. Texas*, 128 S. Ct. 1346 (2008), the Supreme Court described the Restatement’s observation (quoted above) that treaties generally do not create private rights or provide for a private cause of action in domestic courts as a “background presumption.” *Id.* at 1357 n.3. Whatever the precise nature of such a presumption, however, it is not always necessary, in order for a particular treaty to be found to create privately enforceable rights, that the treaty expressly so provide. In certain circumstances, the intent to create such rights may be evidenced by

the terms, structure, history, and subject of the treaty. But however that intent may be manifested, it is the private person seeking to enforce a treaty in court who must demonstrate that the treaty creates in him an individually enforceable right.

. . . [T]hat burden cannot be met in regard to Article 36 of the Vienna Convention. . . .

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3. Distinction Between a Treaty and a Statute: Vienna Convention on Consular Relations

On December 9, 2009, the U.S. Court of Appeals for the Seventh Circuit affirmed a lower court's dismissal of a Nigerian national's suit against two law enforcement officials in their individual capacities for allegedly violating Article 36 of the Vienna Convention on Consular Relations ("VCCR"). *Sobitan v. Glud*, 589 F.3d 379 (7th Cir. 2009). The Seventh Circuit upheld the district court's decision to dismiss the claim under the Federal Employees Liability Reform and Tort Compensation Act ("Westfall Act"), 28 U.S.C. § 2679. The U.S. brief filed on December 11, 2008, is available at www.state.gov/s/l/c8183.htm.

The Seventh Circuit explained the relevant provisions of the Westfall Act as follows:

Section 2679(b)(1) shelters federal employees from liability "for injury or loss of property, or personal injury or death arising or resulting from the negligent or wrongful act or omission" of the employee "while acting within the scope of his office or employment"; it accomplishes this by transforming the action against the employee into one against the federal Government. There are only two discrete categories of cases to which this protection does not apply: (1) a claim "brought for a violation of the Constitution of the United States," and (2) a claim "brought for a violation of a statute of the United States under which such action against an individual is otherwise authorized." 28 U.S.C. § 2679(b)(2).

When a claim of wrongful conduct is brought against a government official in his individual capacity, and the claim does not fall within the specified exceptions to immunity in § 2679(b)(2), the Attorney General's certification that the defendant was acting within the scope of his employment requires substitution of the United States as a defendant. The suit then proceeds as though it had been filed against the United States under the FTCA [Federal Tort Claims Act, 28 U.S.C.

§ 2675(a)]. As such, it is subject to the “limitations and exceptions” applicable to cases brought pursuant to the FTCA. 28 U.S.C. § 2679(d)(4).

Sobitan, 589 F.3d at 383. Based on its analysis of the plain meaning of the term “statute,” the statutory context for the substitution provision in § 2679(b)(2)(B), the authorities cited by the plaintiff–appellant, and other case law, the Seventh Circuit concluded that the Vienna Convention is not a statute for purposes of Westfall Act § 2679(b)(2)(B):

. . . [T]he term “statute of the United States,” as used in § 2679(b)(2)(B), means a law of the United States passed by both houses of Congress and signed by the President; it does not encompass treaties. Thus, Mr. Sobitan’s claim for relief for violation of his rights under the Vienna Convention does not fall within an exception to the Westfall Act’s substitution provision.

Id. at 388. Having determined that the district court properly substituted the United States as the defendant, the court then considered the plaintiff–appellant’s damages claim against the United States. The Seventh Circuit concluded that 28 U.S.C. § 1346(b)’s requirement that the source of substantive law be state tort law (“the law of the place where the act or omission occurred”) for a claim to be cognizable against the government, barred the plaintiff’s claim because his claim was based on an international treaty rather than state law. *Id.* at 389. Further excerpts below provide the court’s analysis in reaching that conclusion (footnotes omitted). See C.2. *supra* and Chapter 2.A.2. for discussion of other litigation concerning Article 36 of the VCCR.*

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. . . 28 U.S.C. § 1346 grants “exclusive jurisdiction” to the district courts for

civil actions on claims against the United States, for money damages, . . . for injury or loss of property, or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

* Editor’s note: On April 8, 2010, the plaintiff filed a petition for a writ of certiorari in the U.S. Supreme Court. On July 9, 2010, the United States filed a brief in opposition to the petition for certiorari in the Supreme Court, which is available at www.justice.gov/osg/briefs/2010/0responses/2009-1214.resp.pdf.

28 U.S.C. § 1346(b)(1). The Court has held that “the scope of jurisdiction” set forth in § 1346 is coextensive with the United States’ “waiver of sovereign immunity.” *F.D.I.C. v. Meyer*, 510 U.S. 471, 479 (1994). In other words, the United States has waived its sovereign immunity only with respect to claims described in § 1346(b), specifically claims for which a private person “would be liable to the claimant in accordance with the law of the place where the act or omission occurred.”

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In sum, once the Government has been substituted for a federal officer under 28 U.S.C. § 2679(b), the action must proceed against the United States and is subject to the “limitations and exceptions” for claims brought pursuant to 28 U.S.C. § 1346(b). One limitation is that the source of substantive law on which the plaintiff relies must be “the law of the place where the act or omission occurred,” that is, state tort law. If the plaintiff’s claim is not cognizable under state tort law, it does not fall within the sovereign’s waiver of immunity and must be dismissed.

Here, the source of Mr. Sobitan’s claims is not state tort law, but international treaty. His claim, therefore, does not fall within the United States’ waiver of its sovereign immunity in § 1346(b), and the district court properly dismissed his claim.

Cross References

*Executive branch treaty-making power in negotiating and enforcing extradition treaties and in implementing U.S. obligations under the Convention Against Torture, **Chapter 3.A.3.***

*Role of Geneva Conventions in extradition, **Chapter 3.A.4.***

*International comity considerations in litigation in U.S. courts, **Chapters 5.C. and 15.C.1., 2.b., and 3.b.***

*U.S. objection to amendments adopted under the tacit amendment procedure in the International Convention on the Safety of Life at Sea, **Chapter 12.A.8.***

*Forum non conveniens in international civil litigation in U.S. courts, **Chapter 15.C.4.***