

**UMLA (AUDM) RESPONSES TO QUESTIONNAIRE ON UNIFIED
INTERPRETATION FOR STANDARD TO BREAK LIMITATION
UNDER IMO CONVENTIONS**

1. Has your jurisdiction ratified the following Conventions?

- a. International Convention of Civil Liability for Oil Pollution Damage 1969 (CLC 1969). *YES*
- b. 1992 Protocol to the CLC 1969 (CLC 1992) *YES*
- c. to h. *NO*

2. Please indicate whether the a.m. Conventions apply directly in your jurisdiction or whether the stipulations have been translated and incorporated into domestic legislation.

The above Conventions ratified by Uruguay apply directly in our jurisdiction.

3. to 17. and 20. to 22.

Replies to these questions are not applicable either because Uruguay has not ratified the respective Convention, or because even when the Conventions are in force, there are no case law in respect to same.

18. Who bears the burden of proof to show that the requirements for breaking the right to limit are fulfilled.

As previously mentioned, there are no case law with regard the Conventions in force, so we cannot inform how this issue would be interpreted in our jurisdiction.

However, as a general principle of our internal law, the burden of proof for any claim or allegation lies on the plaintiff.

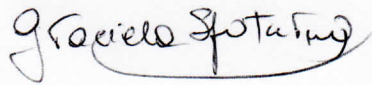
19. Is it possible under the procedural rules of your jurisdiction that the burden of proof may shift to the person liable under certain conditions?

Under the terms of the above answer to question 18., the response to this question is NO.



Dr. ANDREA SIGNORINO

President



P/T GRACIELA SPOTURNO

Secretary

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