BERLINGIERI LECTURE

50TH ANNIVERSARY OF THE CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS, 1976[1]

Prof. Dr. Norman A. Martinez Gutierrez[2]

Bom dia a todos e sejam bem-vindos ao Rio de Janeiro. Para el resto de Latinoamerica, muy buenos dias y sean bienvenidos a Rio. And for the rest of the world, good morning and welcome to Rio. It is a real pleasure for me to be back in Brazil after many years. I wish to extend my gratitude to our local hosts for such an amazing academic and social program.

I am deeply honoured to be delivering this year's Berlingieri Lecture, and it gives me great pride that, as a Latin American, I get to do so in Brazil. When Dr. Ann Fenech (President of the CMI) approached me and asked me if I would be willing to deliver the Lecture, it took me all of ten seconds to reply "Of course, it will be an honour, and by the way, I already know the title of the Lecture". She was taken aback with my answer, but as I will soon explain, the invitation could not have come at a better time as this year we are celebrating 50 years of the adoption of the Convention on Limitation of Liability for Maritime claims, 1976 (LLMC Convention) and 30 years since the adoption of the Protocol of 1996 to amend the Convention on Limitation of Liability for Maritime Claims, 1976 (1996 LLMC Protocol).

For me it is a double honour to stand before you today. First, because Professor Francesco Berlingieri's writings shaped much of my research on limitation of liability. And secondly, as Director of the IMO International Maritime Law Institute (IMLI), because Professor Berlingieri was a strong supporter of the Institute since its inception.

[1] The 2026 Berlingieri Lecture was delivered on 13 May 2026, at the CMI Colloquium in Rio de Janeiro, Brazil.
[2] Director, IMO International Maritime Law Institute; Lic. (UNAH); LL.M., Ph.D. (IMLI).

His involvement with IMLI commenced even before the Institute opened its doors. In 1988, the then IMO Secretary-General CP Srivastava appointed a committee constituted by Francesco Berlingieri, Thomas Mensah, Louis Mbanefo and David Attard to come up with a syllabus for the Institute's LL.M. programme. They met in a small storeroom, the only room that had been completed in what otherwise was a building site. They worked relentlessly and came up with a remarkable syllabus that made IMLI truly unique – a syllabus that not only covered the full spectrum of international maritime law, but also that represented the major legal systems of the world.

During IMLI's early years he repeatedly visited the Institute (together with other CMI eminent personalities such as Bill Birch Reynardson, Frank Wiswall Jr., and Patrick Griggs, amongst others – some of whom remained associated with IMLI for many years, even at Governing Board level). His lectures focused on Arrest of Ships and the Law of Marine Collisions. In 2001, the Institute conferred upon him the Title of Honorary Professor of International Maritime Law during a truly remarkable event. This was during my early years at IMLI, and I developed close contact with him, which helped me get to know him rather well, and, as a keen student, I used to pick his brain on questions I would have after reading his books. I then learnt that limitation of liability and the promotion of the ratification of the LLMC Convention and its Protocol were very close to his heart.

For those of us who had the opportunity to meet Francesco, he was not only one of the great maritime lawyers of the twentieth century, but also one of the intellectual pillars upon which modern international maritime law has been constructed. His contribution to the work of the CMI, and more broadly to the development, interpretation and promotion of international maritime conventions, remains enduring. In fact, few jurists have contributed as profoundly to the understanding, interpretation, and practical application of international maritime law as Francesco did. His work, particularly on the interpretation of maritime conventions and the *Travaux Préparatoires* of the LLMC Convention, shaped not only how we read the Convention, but how we implement it. For Francesco, limitation of liability was never a purely technical subject. It was a foundational element of maritime law — a system designed to reconcile competing imperatives: the need to compensate victims of maritime incidents, the necessity of

preserving commercial viability, and the overarching objective of international uniformity. Francesco studied the subject until his final years. He died on 6 March 2018 at the age of 96 and, remarkably, in 2015 at 93 years old he published his three-volume work *International Maritime Conventions*, in which he masterfully described the history of the 1957 Limitation Convention and of the LLMC Convention. It is therefore particularly appropriate, fifty years after the adoption of the LLMC Convention and thirty years after the adoption of the 1996 LLMC Protocol, to reflect not so much on where limitation of liability came from, but on what the modern regime has achieved, how it has evolved over the past 50 years, and where it now stands.

But first let us turn back the dial of time for a bit to give context to why I did not hesitate to choose this topic for this Lecture. You may recall that many conferences and publications were made in 2024 to celebrate the centenary of the Hague Rules, which were adopted in Brussels on 25 August 1924. But it seems no one remembered that the 1924 International Convention for the Unification of Certain Rules Relating to the Limitation of the Liability of Owners of Seagoing Vessels (1924 Limitation Convention) was adopted on the very same day. I did not wish another landmark anniversary to go by without the concept of limitation of liability being duly celebrated.

I will not try to describe the rich history of limitation of liability as well as Francesco did, but a brief historical reminder is nevertheless necessary to appreciate the magnitude of the transformation brought about in 1976.

Limitation of liability has existed for centuries and is deeply rooted in maritime practice. From the medieval maritime codes of the Mediterranean to the writings of Grotius, the principle that a shipowner's liability should not be unlimited has long been accepted as necessary for efficient maritime trade. Yet, despite this shared understanding, the forms that limitation took, varied significantly across jurisdictions. Systems based on abandonment coexisted with systems based on tonnage, and hybrid models emerged in different legal traditions.

The need for international harmonisation became particularly evident following major maritime disasters. The sinking of the *Titanic* in 1912 is often cited as a turning point. While claims arising from that disaster reached approximately 22 million dollars, the limitation fund amounted to only

a fraction of that sum. Actions were brought in multiple jurisdictions, producing divergent outcomes under different national laws. This disparity exposed the inadequacy of existing frameworks and highlighted the urgent need for an international solution.

This brief historical journey is only for the purpose of highlighting the role CMI played in the development of international regulation. The CMI established a committee to study the law relating to limitation of liability immediately after its establishment and influenced the development of the Belgian mixed system of limitation of liability. Under this system, the shipowner could limit his liability (which was based on the post-accident value of the vessel) by abandoning the ship (or what was left of it) together with any pending freight, by surrendering the value of the ship and freight at the end of the voyage, or by paying 200 francs per ton.

Before the First World War, the CMI had produced two alternative draft international conventions. Then, at the end of the war, agreement was reached on a final draft prepared by the appointed committee which was submitted by the CMI to a diplomatic conference held in Brussels in 1922 and 1924. The Conference adopted the 1924 Limitation Convention which constituted the first step in international regulation aiming to harmonize the different limitation of liability systems in existence at that time. However, despite its ambition, the Convention failed to achieve significant practical impact. Its reliance on outdated formulas, uncertainties regarding tonnage calculations, and limited ratification undermined its effectiveness.

After the end of the second World War, the CMI commenced work in a new convention aimed at addressing the shortcomings of the 1924 Limitation Convention. This work led to the adoption of the International Convention relating to the Limitation of the Liability of Owners of Sea-Going Ships, 1957 (1957 Limitation Convention). This Convention left behind the abandonment system and introduced a tonnage-based limitation while expanding the categories of claims and beneficiaries. Yet, it retained a critical weakness: the “actual fault or privity” test, which allowed courts considerable discretion to break limitation. This led to inconsistent interpretations and undermined the predictability that the regime sought to achieve.

In 1972 the CMI set up an international subcommittee to study the 1957 Limitation Convention to advise IMCO along a possible revision process. The international subcommittee prepared two drafts revising the Convention; one such draft, which came to be known as the "Mini Draft", was a Protocol to amend the 1957 Limitation Convention, whereas another one known as the "Maxi Draft" consisted of a draft new convention designed to replace the 1957 Limitation Convention. Both drafts were considered by the IMCO Legal Committee, and, following extensive negotiations that accepted the "Maxi Draft" as the basic negotiating text, a Diplomatic Conference convened from 1 to 19 November 1976, resulted in the adoption of a completely new legal instrument, namely the LLMC Convention which came into force on 1 December 1986. This brief history highlights the strong role that the CMI played in the development of these three instruments, and to that effect, the role that Francesco played, as he had just begun his presidency of the CMI in 1976 when the LLMC Convention was adopted.

It is against this background that the significance of the LLMC Convention must be understood. The LLMC Convention did not merely update existing rules; it fundamentally redefined the philosophy of limitation of liability. Its most significant contribution lies in its reconceptualisation of limitation of liability as a system grounded in predictability. The replacement of the "actual fault or privity" test with the now familiar requirement of a personal act or omission committed with intent to cause such loss, or recklessly and with knowledge that such loss would probably result, represents a decisive shift. This was not merely a refinement of language. It was a deliberate policy decision to prioritise certainty over judicial discretion.

The consequences of this shift have been profound. The right to limit liability was meant to be, as it is often said, "virtually unbreakable". Therefore, even in cases involving serious negligence, courts should have been reluctant to deny limitation unless the strict requirements of the Convention are clearly satisfied. However, despite the stringent wording of Article 4 (which was retained by the 1996 LLMC Protocol), courts in several jurisdictions had, on several occasions, refused shipowners the right to limit liability. These decisions raised concerns within the international shipping community, as they undermined the uniformity and predictability that the LLMC Convention and the 1996 LLMC Protocol sought to achieve. The inconsistency in judicial

interpretation led to such a degree of legal uncertainty that it created apprehension among shipowners and other stakeholders about the reliability of the limitation regime.

To address these concerns, the IMO worked vigorously to develop a unified interpretation of the test for breaking the shipowner's right to limit liability under the LLMC Convention and other related international conventions that use similar language.

At the 32nd regular session of the IMO Assembly in December 2021, three resolutions were adopted to this effect, including Resolutions A.1163(32) and A.1164(32) to interpret the LLMC Convention and the 1996 LLMC Protocol, respectively. These resolutions establish that the test for breaking the right to limit liability as contained in the LLMC Convention and 1996 LLMC Protocol is to be interpreted:

(a) as virtually unbreakable in nature, i.e. breakable only in very limited circumstances and based on the principle of unbreakability;

(b) to mean a level of culpability analogous to wilful misconduct, namely:

(i) a level higher than the concept of gross negligence, since that concept was rejected by the 1976 International Conference on Limitation of Liability for Maritime Claims;

(ii) a level that would deprive the shipowner of the right to be indemnified under their marine insurance policy; and

(iii) a level that provides that the loss of entitlement to limit liability should begin where the level of culpability is such that insurability ends;

(c) that the term "recklessly" is to be accompanied by "knowledge" that such pollution damage, damage or loss would probably result, and that the two terms establish a level of culpability that must be met in their combined totality and should not be considered in isolation of each other; and

(d) that the conduct of parties other than the shipowner, for example the master, crew or servants of the shipowner, is irrelevant and should not be taken into account when seeking to establish whether the test has been met;

While these Resolutions are not meant to form an integral part of the text of the Conventions (making them *ipso facto* binding), they may be considered as an authentic interpretation by the States Parties (carrying a significant interpretative weight). Accordingly, courts should not feel free to easily break the right to limit liability. This in turn provides legal and commercial certainty to the whole industry as stakeholders can rest assured that if found liable, unless there are truly extraordinary circumstances, liability will be limited in accordance with the relevant convention.

This outcome reflects the underlying logic of the regime. Limitation of liability is closely linked to marine insurance. A system in which limitation of liability can be easily broken would undermine insurability and, by extension, the economic viability of maritime commerce. By aligning the threshold for breaking limitation with the limits of insurability, the Convention ensures coherence between legal doctrine and commercial reality. This alignment is perhaps the most important factor which explains the enduring success of the regime.

The LLMC Convention also expanded the list of persons entitled to limit liability. While the 1924 Limitation Convention recognized such right in favour of shipowners, operators, and principal charterers (a term interpreted broadly to include both voyage and time charterers), the 1957 Limitation Convention extended this right to masters, members of the crew, and other servants of the shipowner, provided they acted within the scope of their employment. The LLMC Convention introduced a broader and more functional conception of the persons entitled to limit liability. Moving beyond the traditional focus on shipowners, charterers, managers, operators, and others in their employment, the LLMC Convention extended the right to limit to salvors, insurers, and, crucially, any other person for whose act, neglect or default the shipowner or salvor is responsible. This development addressed a significant weakness in earlier regimes, where claimants could circumvent limitation by pursuing claims against employees or agents of the person liable. By extending limitation across the complex employment structure of maritime activity, the Convention reinforced both its effectiveness and its coherence.

In parallel, the Convention adopted a comprehensive approach to the categories of claims subject to limitation. The LLMC Convention applies irrespective of the legal basis of the claim, encompassing both contractual and non-contractual liabilities, including economic losses, delay,

and interference with navigation. At the same time, it recognises the primacy of specialised regimes, thereby avoiding conflicts within the broader framework of maritime law. Along with listing the claims subject to limitation, the LLMC Convention excepts claims for salvage and general average as well as claims for oil pollution damage as defined by the International Convention on Civil Liability for Oil Pollution Damage, 1969, as amended (CLC) – although, as I will explain soon, not all pollution related claims, such as those involving bunker spills or claims caused by hazardous and noxious substances, are excluded. Other exclusions refer to nuclear damage claims governed by international conventions or domestic laws that prohibit or regulate limitation of liability, as well as claims by the shipowner or salvor's servants if their governing contract law disallows limitation or prescribes higher limits. This balance between inclusiveness and coordination reflects a sophisticated understanding of the structure of international maritime regulation.

Another important innovation of the LLMC Convention was a dual-tiered system of limitation of liability under Article 6, which classified claims into those for loss of life or personal injury and any other claims. It implemented a "sliding scale" method for calculating limitation of liability based on the ship's tonnage. This approach ensured that larger ships, which are more likely to cause substantial damage, pay less per ton compared to smaller ships. This system marked a significant departure from the fixed per-ton limits of the 1957 Limitation Convention and acknowledged the economic realities of ship size, ensuring a fairer and more adaptable approach to liability limitation.

Additionally, the LLMC Convention protected the limits of liability from inflation by using the Special Drawing Right (SDR) as its "unit of account". By introducing the SDR as the unit of account and adopting a sliding scale based on tonnage, the Convention created a system that is responsive to economic realities while maintaining fairness. Larger vessels, capable of causing greater damage, are subject to higher limits, but within a framework that avoids disproportionate burdens. This system has proven both practical and adaptable, contributing significantly to the stability and relevance of the regime.

Ladies and Gentlemen,

The concept of limitation of liability for maritime claims has undergone significant evolution, driven by the need to strike a balance between providing financial protection for shipowners and addressing the interests of claimants. This evolution culminated in the changes brought about by the 1996 LLMC Protocol.

The 1996 LLMC Protocol built upon the foundations of the LLMC Convention. It did not alter the underlying philosophy of the Convention but rather strengthened and modernised it. Its most visible contribution lies in the increase of the limits of liability, reflecting inflation and the increasing scale of maritime operations. More importantly, the introduction of the tacit amendment procedure ensured that the regime could evolve further without the need for repeated diplomatic conferences. This mechanism has proven its value, allowing for periodic adjustments while preserving the continuity of the system.

For claims related to loss of life or personal injury, the starting limit was set at 2 million Units of Account for ships up to 2,000 tons, with similar incremental increases for larger ships. For "any other claims", the starting limit was set at 1 million Units of Account for ships up to 2,000 tons. It may thus be seen that the 1996 LLMC Protocol not only increased the limits of liability, but also raised the minimum tonnage for ships subject to these liability limits from 500 tons to 2,000 tons (besides removing one step from the personal injury fund's limitation), thereby enhancing clarity and consistency in the calculation of the limits of liability.

In 2012, the IMO demonstrated the adaptability of the LLMC regime once again. Acting on an Australian proposal pursuant to Article 8 of the 1996 LLMC Protocol, the IMO Legal Committee (LEG) adopted Resolution LEG.5(99), which significantly raised the Protocol's limits of liability. For example, for ships with a tonnage of up to 2,000 tons, the limit of liability for personal injury claims was increased from 2 million Units of Account to 3.02 million Units of Account (and, as in the 1996 LLMC Protocol, the amount increases incrementally with the ship's tonnage). Similarly, for "any other claims" the sliding scale starts with a limit of 1.51 million Units of Account (increased from 1 million Units of Account as provided in the Protocol) for ships of up to 2,000 tons. These updated limits, which took effect on 8 June 2015, reflected the rising costs of maritime claims and the increasing complexity of maritime incidents. This milestone ensured

enhanced compensation for claimants while maintaining the principle of legal predictability for shipowners.

I believe that it is very important to once again highlight CMI's contribution to this development. It is worth recalling that Australia's proposal to the ninety-sixth session of the IMO Legal Committee, following the *Pacific Adventurer* incident, sought to raise only the limits contained in Article 6(1)(b) of the amended LLMC Convention, as those limits had fallen significantly short of the costs incurred in responding to the incident. However, during the Legal Committee's ninety-seventh session, the observer delegation of the CMI, led by Patrick Griggs, submitted a document explaining both the nature of the concept of limitation of liability and the structure of the limitation provisions contained in the amended Convention. Particular emphasis was placed on preserving the ratios between the limits applicable to personal injury claims and those applicable to property damage claims, which would have been adversely affected had amendments been made only to Article 6(1)(b). It was based on this clarification that the Legal Committee's work continued, ultimately leading to an amendment of both limits prescribed in Article 6(1) of the amended Convention.

The other modification made by the 1996 LLMC Protocol related to exceptions. Since the Protocol was considered alongside the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea 1996 (HNS Convention), it contains a provision that allows States to reserve the right to exclude claims for damage within the meaning of the HNS Convention. This possible reservation is interesting because it took the HNS Convention decades to finally meet the requirements to enter into force and only after the adoption of a Protocol in 2010. Yet, a number of States made this reservation at the moment of expressing their consent to be bound by the Protocol. Therefore, during this time (i.e., prior to the entry into force of the HNS Convention), States seeking to take advantage of this reservation needed to resort to some creative drafting. For example, Malta made a reservation in respect of "Claims for damage within the meaning of the [HNS Convention], or any amendment or Protocol to that Convention, which arise from occurrences which take place after the coming into force of that Convention as part of the Laws of Malta […]." Now that the HNS Convention will be entering into force next year, States that intend to become Parties to the

Convention need to consider making a reservation to the 1996 LLMC Protocol, as only about 15 States have made a reservation for HNS claims, and only six of those are State Parties to the HNS Convention.

While the HNS exclusion is optional for States (by means of a reservation), the 1996 LLMC Protocol added a clarification for what claims are automatically excluded. The Protocol now also excludes claims for salvage "including, if applicable, any claim for special compensation under article 14 of the International Convention on Salvage 1989".

Ladies and Gentlemen,
Taken together, the LLMC Convention and the 1996 LLMC Protocol created one of the most successful frameworks in international maritime law. They provide predictability, support insurability, and strike a balance between competing interests. They are sufficiently flexible to adapt to changing conditions, yet sufficiently stable to inspire confidence. In this sense, they represent a rare example of legal stability in an otherwise evolving field.

And yet, despite this success, the regime is not without its challenges. The most significant of these challenges arise not from the internal structure of the Convention, but from the external legal environment in which it operates. Over time, the proliferation of particular liability regimes and the coexistence of multiple international instruments have introduced a degree of fragmentation that threatens the coherence of the system.

One of the most striking manifestations of this fragmentation is the coexistence of the LLMC Convention and the 1996 LLMC Protocol. Unlike other areas of maritime law, where new instruments oblige States Parties to denounce earlier ones, the LLMC regime allows States to be parties to both. This creates situations in which different limitation regimes apply simultaneously, leading to conflicts of law and opportunities for forum shopping.

The *Di Matteo* incident illustrates this problem vividly. On 23rd of December 2019, the Malta-Sicily Interconnector cable was cut leading to a general black out in Malta. Evidence suggested that the damage was caused by the Singapore flagged vessel *MT Di Matteo*, owned by a company

registered in Singapore. In this case both treaties could have applied since, at the time of the incident, the LLMC Convention was in force in Singapore and the 1996 LLMC Protocol, amended by Resolution LEG.5(99), was in force in Malta. In such cases, the possibility of constituting a limitation fund in one jurisdiction under the LLMC Convention while parallel proceedings are pursued in another jurisdiction applying the 1996 LLMC Protocol highlights the practical consequences of this dual system. The disparity between the limitation amounts is substantial and can significantly affect the strategic behaviour of parties.

This raises many difficult questions. Can a shipowner select the jurisdiction in which to constitute the limitation fund in order to benefit from lower limits? Is a court applying the higher limits of the Protocol obliged to recognise a fund constituted under the lower limits of the Convention? To what extent should principles of international comity or the recognition of foreign judgments influence the outcome?

These questions are not fully resolved, and the Convention provides only limited guidance. The interpretation advanced by Professor Berlingieri, suggesting that limitation proceedings should only be brought in the jurisdiction where claims have already been instituted, reflects the original intention of the drafters of the Convention. However, modern practice has taken a different direction and, as evidenced in cases such as *The Western Regent*, courts have shown a willingness to allow shipowners to launch a "preemptive strike" by initiating limitation proceedings proactively, even in the absence of claims filed against them. This divergence between original intent and contemporary practice highlights the dynamic nature of the regime, but also its vulnerability to fragmentation.

The 1996 LLMC Protocol explicitly prescribes that its provisions apply only between States Parties, and that a State which is Party to the Protocol but not a Party to the Convention "shall not be bound by the provisions of the Convention in relation to States Parties only to the Convention". This could be interpreted as meaning that a fund constituted under the LLMC Convention in a non-Protocol State would not automatically satisfy the requirements of a Protocol State. In fact, to be recognized as valid under the 1996 LLMC Protocol, a limitation fund must be set up in a State Party to the Protocol (calculated in accordance with the higher limits of

liability specified in Article 6 of the Protocol (as amended)). Any fund constituted in an amount lower than the prescribed limits would not meet the Protocol's standards. The Protocol's clarity on this point emphasizes the challenges in harmonizing the limitation of liability regimes, as States Parties to the 1996 LLMC Protocol are not obligated to accept funds constituted under the LLMC Convention if they fail to meet the Protocol's requirements.

However, if the 1996 LLMC Protocol's court is not bound to accept an LLMC Convention limitation fund, what are the options? It would seem that the 1996 Protocol's court would have two options, namely either to ignore the LLMC Convention's fund, or to give credit for it in the establishment of its own fund. In this respect it should be noted that if the court outright ignores a constituted fund and orders the constitution of another, it may impose on the person liable the cumbersome obligation to constitute two funds which would far exceed the 1996 LLMC Protocol's limits (certainly not what the Parties to the Protocol intended). Accordingly, if the constituted fund is freely transferable to the 1996 LLMC Protocol court, it could be possible for such court, to give credit for the fund constituted "as part of the 1996 LLMC Protocol fund" which it would order. This would ensure that the LLMC Protocol limits are respected without undue hardship on the person liable.

Attention must be paid to the above by the States which are Parties to both treaties. In such a case, the 1996 LLMC Protocol State will also have international relations with the LLMC Convention States and, notwithstanding the high limits of liability under its national law, it may be obliged to accept the lower limitation fund, thus sabotaging its own efforts at providing increased compensation for claimants.

A related area of concern arises from the relationship between the LLMC regime and the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended (Athens Convention). While earlier efforts sought to align the two systems, subsequent developments have created significant divergences. The adoption of the 2002 Protocol to the Athens Convention introduced higher limits and stricter liability rules, disrupting the balance that previously existed. This divergence has practical implications for States that are Parties to both conventions, as they must reconcile the conflicting frameworks when addressing passenger

claims. States have responded to this problem in different ways, some adjusting their national laws to bridge the gap by using the option provided by Article 15(3)(*bis*) of the 1996 LLMC Protocol (e.g., Finland and Sweden), and others by excluding passenger claims from the scope of the LLMC Convention (e.g., Malta and the UK). Whilst this is not an internationally concerted approach, these options present possible solutions to a potential, but very significant conflict of conventions.

In addition to the complex interplay between the limitation regimes and the Athens and HNS Conventions, I would also like to mention the relationship between the LLMC regime and the International Convention on Civil Liability for Bunker Oil Pollution (Bunkers Convention). As mentioned earlier, whereas pollution claims governed by the CLC, as amended, are expressly excluded, bunker oil pollution claims are still subject to the LLMC regime – where such regime is applicable. Without delving into the broad language of Article 6 of the Bunkers Convention (in that it does not give a right to limit liability but merely does not "affect the right" to limit liability), when reading the LLMC and Bunkers Conventions together, it is clear that the drafters of the Bunkers Convention intended that both regimes should work in harmony. Thus, bunker oil pollution claims will be satisfied based on the limits of liability of either the LLMC Convention or the 1996 LLMC Protocol. In this respect, we can recall that the Conference adopting the Bunkers Convention also adopted three Resolutions and urged States to give effect to them. One of such Resolutions "urges all States that have not yet done so, to ratify, or accede to the [1996 LLMC] Protocol" and encourages State Parties to the 1924, 1957, and LLMC Conventions to denounce those instruments and make clear in their national law which limitation of liability regime is applicable.

It is interesting that, out of 109 States Parties to the Bunkers Convention, only 75 are Parties either to the LLMC Convention or the 1996 LLMC Protocol, or both. Interestingly, four of these States apply exclusively the LLMC Convention. These numbers are not mere statistics. They reveal that 34 States Parties to the Convention do not apply any international instrument relating to limitation of liability in case of bunker oil pollution. But what if the national law of these countries does not provide for limitation of liability? Unlimited liability was never the intention

of the international maritime community. Therefore, more effort is needed to harmonize these regimes.

Looking only at the limitation of liability regimes, as at today, 54 States remain Parties to the LLMC Convention (constituting 52.56% of the world tonnage) and 66 States are Parties to the 1996 LLMC Protocol (constituting 70.44% of the world tonnage). Focusing exclusively on the Protocol, it may be noted that, of the 66 States Parties only 26 have made use of the declarations or reservations allowed by the Protocol. This means that many States are not availing themselves of the various options provided by the Protocol. This could be due to lack of knowledge or lack of legislative drafting skills (as many States simply transpose the text of the relevant treaty into national legislation). Moreover, while the Convention and Protocol exclude certain claims dealt with by external regimes and make reservations possible for other types of claims, the lack of universal participation means that the intended alignment is not always achieved. This can lead to inconsistencies and, in some cases, gaps in the overall system of limitation of liability.

In addition to these harmonisation issues, a number of technical and interpretative challenges remain. Questions relating to the calculation of tonnage, particularly in complex operational scenarios involving multiple vessels, continue to generate debate. The definition of key actors, such as “manager” or “operator”, is not always clear, leading to divergent interpretations across jurisdictions. Similarly, the possible dual characterisation of wreck and cargo removal claims (e.g., whether all claims relating to the removal of a wreck or of cargo may be covered by a reservation made in accordance with Article 18 of the Convention) raises interpretative questions that could benefit from clarification. These issues, while perhaps less visible than the broader structural challenges or the quantum of the limits, are nonetheless important. They affect the day-to-day operation of the regime and, over time, may contribute to the erosion of uniformity.

It is here that, in concluding, I wish to make a reference to IMLI. IMLI was established by IMO as its centre for training in the full spectrum of international maritime law including maritime legislation drafting. In fact, now IMO delivers its “Workshop on General Principles of Drafting National Legislation to Implement IMO Conventions” at IMLI, a significant part of which is dedicated to drafting exercises, allowing participants to apply theoretical knowledge into practice.

IMLI thus helps States not only understand conventions, but also how to implement them effectively. And it is here that IMLI's role and CMI's functions are intertwined, as the purpose of the CMI is to contribute by all appropriate means and activities to the unification of maritime law in all its aspects.

The CMI has been an advocate for and partner in IMLI's capacity-building mission. Every year, the CMI Charitable Trust provides funding that enables Lecturers from all over the world to lecture at IMLI. Additionally, every year the CMI sponsors the CMI Prize for Best Overall Performance that acknowledges the highest performing student by funding their attendance at the following year's CMI Conference, where they have the opportunity to present a paper, usually based on their research at IMLI. Last year's recipient, Cdr. Pietro Vicedomini from Italy is here with us today.

On our part, IMLI is likewise committed to the work of the CMI and will continue to work closely with its different committees to support the harmonisation of international maritime law through the advancement of ratification and implementation of international maritime conventions.

Fifty years after the adoption of the LLMC Convention and thirty years after the adoption of the 1996 LLMC Protocol, we can say that the limitation of liability regime remains a cornerstone of maritime law. Its success is a testament to the foresight of its drafters and to the contributions of those who have worked to ensure its proper interpretation and application. Yet, its future depends on our ability to address the challenges that have emerged, not by abandoning its principles, but by reinforcing them through renewed efforts at harmonisation.

In doing so, we continue the work that Professor Francesco Berlingieri dedicated his life to: the pursuit of a coherent, balanced, and truly international system of maritime law.

Thank you, muchas gracias, muito obrigado!