

Maritime Search and Rescue Operations In Light of International Law: The Nature of The operation and The Method of Allocating Rescue Rewards

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Abstract

Background and Theoretical Foundations: In today's world, with the increasing dependence of countries on meeting their most basic needs through maritime transport, the use of vessels and shipping lines has increased so that more than 90 percent of goods and raw materials are transported worldwide by maritime transport. Hence, this situation has led to the growth of maritime accidents such as collisions, fires, Stranding, etc. Hence, one of the most important principles that has always been of concern to seafarers has been the issue of saving lives and property at sea. so, the international community has sought to create an international legal system to encourage as many vessels as possible to help each other in emergencies to reduce losses caused by maritime threats and dangers under the Brussels and London conventions.

Methodology: In this research using Descriptive-Analytical and Comparative methods. This research aims to examine the position of international law regarding the performance or refusal to perform rescue and rescue operations at sea and, in general, the international legal system governing the allocation and payment of rewards resulting from these operations.

Finding and Conclusions: Although the allocation of rewards resulting from the operation is contingent on its success, the amount of the reward depends on several

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factors. However, in international law, the responsibility and duty to carry out rescue operations, subject to specific conditions, lies with the vessel's commander.

Keywords: Vessel, Search and Rescue, Reward, International Law

1. Introduction

Improving the ability of countries in the field of building large and multi-purpose vessels has played a significant role in the role of maritime trade as one of the main arteries in the direction of meeting the most basic human needs but the increase in the number of vessels resulted in problems such as an increase in the number of collisions, explosions, fires, getting lost, getting stuck, fuel tank leaks, collisions with rocks, and pirate attacks (Baalisampang and et.al, 2018: 350). The above cases caused the international community to push its will to establish an international legal system to encourage vessels to help each other in emergencies to reduce the damages caused by maritime hazards (Button, 2018: 26).

The main question of the current research is what international law has to do with conducting or refusing to conduct maritime and rescue operations and in general, what is the international legal system that governs the allocation and payment of rewards resulting from these operations? The authors hypothesize that it is unlikely that the positions of international law will favor vessels capable of providing assistance in carrying out or refusing to carry out maritime and rescue operations but considering the compulsion to carry out these dangerous operations, it is necessary to anticipate the necessary arrangements to motivate the rescuers. Considering that maritime and rescue operations have maintained their relevance since ancient times until today, it seems necessary to learn about the mandatory or optional nature of these operations and the method of allocating and paying the reward resulting from it which maintains the material motivation of the rescuers. The authors used the descriptive-analytical method and in some cases the comparative method to find a complete answer to the recent question and verify the validity of his hypothesis.



In this research, first, a history of how international law entered the field of maritime rescue operations is presented and then the conceptual framework of this type of maritime operations has been examined with a legal approach. In the theoretical basics section, some information about the nature of maritime and rescue operations was presented and finally, briefly and practically, we explained the legal system governing the allocation and payment of rewards resulting from these operations. In each section, the authors also considered the positions of "Iran's Maritime Law".

2. Background

Many believes that the history of law and regulation related to sea trade is more than three thousand years old and by referring to the ancient Greek and Roman empires, we can look for the roots of the first law and regulation related to maritime rescue and relief operations³ (Bolanca and et.al, 2018: 1). As evidenced by history, when the Byzantine Empire dominated the Mediterranean Sea, it sought to regulate trade in this sea, which resulted in the adoption of the "Rhodian Maritime Law". In addition to being one of the oldest maritime laws in human history, Rhodian maritime law includes provisions that sometimes emphasize the issue of maritime rescue operations (Ellart, 2013: 3970). Until the end of the 15th century, the system governing maritime rescue and relief operations was above all subject to regional customs, but from the beginning of the 16th century, English courts issued the first judicial procedures regarding this type of operations (Swan, 2008: 100). At the beginning of the 20th century, by relying on his ability in the shipbuilding industry, the mankind was able to build large and multi-purpose vessels. This issue affected the increase in the amount of exchanges and maritime trade. It is estimated that today about 95% of all international trade is carried out by sea and the role of sea transportation plays a significant role in removing trade barriers and achieving economic growth (Shafiei and et.al,

³. Another Name is (Salvage Operations)

2022: 102). But in proportion to the increase in the number of ships and shipping lines, their collision and sinking statistics also increased (Eliopoulou and et.al, 2023: 1). Considering that conducting effective and timely maritime rescue and relief operations could play a role in reducing the damage caused to vessels at the site of accidents to a large extent; the international community decided to take legal measures regarding the implementation of this operations.

The approval of the "Treaty for the Unification of Certain Provisions Related to Ship Collisions" known as the Brussels Convention [1] is the first effort and coordination of the international community in this regard. About seven decades after the ratification of the above-mentioned convention, several countries emphasized issues that indicated the necessity of revising the Brussels Convention. Therefore, during the "International Conference on Harmonization of Some Aspects of Maritime Law", a draft of a new convention was presented to apply to the category of maritime rescue operations, and the Legal Committee of the International Maritime Organization[2] undertook to review the legal aspects of this draft. The aforementioned draft was finally approved in 1989 under the name "International Maritime Rescue Convention" known as the London Convention⁴.

In the end, it is necessary to examine the situation of Iran concerning the two recently mentioned conventions. Chapter 11 of Iran's Maritime Law is called "Maritime Rescue and Relief", many of the articles in this chapter are translations of the articles of the Brussels Convention. For this reason, it can be stated that the provisions of Iran's maritime law in the field of maritime rescue largely follow the standards of the Brussels Convention. Iran joined the Brussels Convention in 1965 by approving the "Law on the Accession of the Iranian Government to Seven International Treaties" and in 1994 by approving the "Law on the Accession of the Iranian Government to the International Maritime Rescue Convention" to the London Convention. In

⁴. 1981



this way, the provisions of these two conventions were considered as the internal laws of our country.

2. Conceptual Framework and Theoretical Foundations

For a better understanding of the future discussions, we dedicate this section to the definition of maritime rescue operations and the theoretical foundations that govern it.

2.1. Conceptual Framework

Based on the level of human ability to deal with and control marine hazards, these types of hazards can be divided into two types, avoidable and unavoidable. Avoidable marine hazards are hazards that humans can overcome by using standard seafaring methods and using skilled sailors. Unavoidable maritime risks also refer to risks that cannot be controlled through the use of standard seafaring methods and the use of skilled seafarers; therefore, when encountering them, damage to the vessel, cargo, or the passengers of the vessel is definitely at risk (Taleb Ahmadi, 2014: 163). Considering that conducting effective and timely maritime rescue and relief operations can be beneficial to a large extent in reducing the amount of damages and injuries caused by unavoidable maritime hazards, it is necessary to get acquainted with its definition before dealing with the nature of these operations. Maritime rescue operations are considered among the most specialized maritime operations (Dean, 2016: 985) and in the last two decades, they have received strong attention from lawyers and researchers in the world (Sayareh and Haghi, 2016: 2). In colloquial terms, maritime rescue and relief operations are actions aimed at "delivering rescue and relief" to everything that is exposed to "maritime dangers". The colloquial definition of maritime rescue operations is not much different from its legal definition. Paragraph 1 of Article 1 of the London Convention defines maritime rescue operations as follows: "Maritime rescue and relief operations refers to the set of committed works and activities that are carried out in order to deliver

rescue and relief to vessels and their cargo in parts of the world's waters from the bite of maritime dangers". The above definition consists of indicators that can be used to gain a better understanding of this type of operations. First, it should be stated that the concept of "rescue" is not different from the concept of "relief". In the legal system of France, the two terms "assistance to remove danger" and action to "save a sinking ship" are used to denote maritime rescue operations (Taleb Ahmadi, 2014: 169). In contrast to the practice of the French legal system, in the English legal system, the word "Salvage" is used to denote maritime rescue operations. The 11th chapter of Iran's Maritime Law with the title "Maritime rescue and Relief" shows that in our country these two terms are used interchangeably. All in all, emphasizing the definition of maritime rescue and relief operations in the London Convention and considering the views of the majority of maritime law experts, we can certainly say that there is no difference between the concept of "rescue" and "relief". Second, maritime rescue and relief operations do not necessarily mean performing actions that require physical activity. Some say that the phrase "a set of works and activities" in the above-mentioned definition refers to actions such as extinguishing a fire, throwing a floating cargo into the water to prevent it from sinking, and all things that require the use of physical strength, and examples such as "providing effective advice" are not included in this definition (Taleb Ahmadi, 2014: 169).

In contrast to this point of view, it should be mentioned that considering the main goal of conducting maritime rescue and relief operations, which is to eliminate risks and the undeniable role of an effective consultation in achieving such a goal, it has been accepted that effective consultation is included in the definition of maritime rescue and relief operations. In the third stage, it should be said that the issue of maritime rescue and relief operations is aimed at "marine assets". The meaning of marine property is "floating" and its "cargo" and the meaning of floating is any structure capable of seaworthiness such as barges, cranes, tugboats, oil tankers, and the like (Zahiri and et.al., 2020: 92). It should be noted that according to paragraph 4 of Article 1 of the London Convention, warships cannot be subject to



maritime rescue operations unless a country has agreed to apply the provisions of the convention to its military vessels when joining the said convention. Floating cargo also means what is usually considered cargo. Based on this, items such as merchandise, fuel, and floating rent can be included in the concept of maritime rescue and relief operations, but items such as provisions and personal belongings of the floating passengers will not be included in the maritime rescue and relief operations.

2.2. Theoretical Foundations

Some believe that carrying out maritime rescue operations is optional. This group emphasizes Article 2 of the Brussels Convention and Article 12 of the London Convention, which deems the rescue vessel, entitled to receive a reward as a result of effective maritime rescue and relief operations, argue that vessels in the vicinity of a vessel in distress have the discretion to refrain from rescuing the vessel in distress by forgoing the reward, or, with an eye on getting a reward, they take the risk of rescue and undertake this dangerous operations. In contrast to this group, some others believe that it is mandatory to carry out maritime rescue operations. Proponents of the theory of mandatory maritime rescue operations, in criticizing the views of those who believe in the optionality of these operations, argue that it is not logical when a vessel can help a vessel that is in danger and needs help, show hesitation in this regard because no entity can be as effective in delivering rescue as the vessels in the vicinity of the vessel in danger, which have a smaller distance from the vessel than the coast guards. Second, the London Convention uses the term "undertaken" as a definition of maritime rescue and relief operations that the mentioned term indicates the obligation to perform the operations and the reward resulting from the implementation of these operations has been expressed only in the position of not leaving the efforts of the rescuers unanswered and motivating them materially to participate in the implementation of this important operations.

The fact is that the discovery of the nature of maritime rescue and relief operations, before reviewing the arguments presented in this regard, depends on the answer to the question of whether, according to the provisions of international law, the responsibility for carrying out these operations has been assigned to a specific person or not. Until the early 20th century, there was no clear procedure as to who was primarily responsible for maritime rescue operations. According to Article 11 of the Brussels Convention, ship captains are obliged to rush to the aid of ships that encounter danger at sea as long as there is no danger to the ship, cargo, and passengers; even if the vessel in danger carries the flag of the enemy country (Papanicolopulu, 2016: 498). It seems that refusing to provide aid to the vessel carrying the enemy's flag is also against the main goal of the United Nations Charter to maintain international peace and security (Ebrahimzadeh and Sirghani, 2022: 96). Paragraph 98 of the Convention on the Law of the Sea[1] is also expressed with a concept close to the content of Article 11 of the Brussels Convention. In addition to the last two regulations, Article 10 of the London Convention, while assigning the responsibility of conducting maritime rescue and relief operations to the captain of vessels, emphasizes that the countries are obliged to take necessary measures to justify the commander of their vessels to carry out maritime rescue and relief operations. Paragraph 3 of this regulation clearly states that the responsibility will be fully directed to the "vessel commander" from the place of non-performance of maritime rescue and relief operations and not the "vessel owner".

In general, there is no particular difference of opinion on the issue that carrying out maritime rescue and relief operations is the duty of ship commanders. Therefore, considering maritime rescue and relief operations as optional in a situation where the international law has entrusted the execution of said operations to the commander of vessels, seems to be an indefensible point of view.

A few reflections on mandatory maritime rescue and relief operations indicate the existence of an exception to waive its implementation. If the commander of a vessel determines that it will be dangerous to carry out



maritime rescue and relief operations, he will not have a duty to provide rescue; but the articles of the Brussels and London Conventions do not mention the degree and amount of danger that excludes maritime rescue operations from being mandatory (Bagheri, 2021: 116).

It seems reasonable that if the commander of a vessel intending to render aid determines that as a result of rendering aid, the vessel under his command will face greater or even greater risks than those of the vessel under his command, he will be exempted from performing these operations. Finally, it can be concluded that the principle is that the commanders of vessels are obliged to provide rescue to vessels in danger unless doing such an act is dangerous for the vessel, the cargo, or the passengers of the rescue vessel. Articles 171 and 182 of Iran's Maritime Law, which are respectively translated from Articles 8 and 11 of the Brussels Convention, also follow the above-mentioned procedure.

Now, it is clear that carrying out maritime rescue and relief operations is the responsibility of the captain of the ships and he is usually required to carry out such operations, the question arises, what is the guarantee of the refusal of this international responsibility? The "International Convention for the Safety of Life at Sea" known as the SOLAS Convention [1] is the only document that mentions the guarantee of non-rescue at sea and considers the national laws of countries to be in force in this regard. Some countries, such as the United States, Australia, and Norway, used guarantees of imprisonment and fines in their domestic laws to punish the captains of vessels that refuse to perform maritime rescue operations. Regarding the procedure of the country of Iran, the issue is a bit complicated. No provision in the domestic laws of Iran explicitly answers the question of how the captain of an Iranian vessel will be punished if he refuses to carry out maritime rescue operations. It seems that in such cases, paragraph 2 of the single-article law "Penalties for Refusal to Help the Injured and Eliminate Life Risks" which was approved in 1975 can be applied. The regulation

states: Those who are required by duty or law to help the injured or those in danger of death, but refuse to take the necessary measures, will be sentenced to imprisonment from six months to three years.

3. The Legal System Governing the Allocation and Payment of the Rescue Reward

In this section, we will describe the legal system that governs the allocation and payment of rewards resulting from the implementation of maritime rescue and relief operations, which is the mainstay of the material motivation of rescuers to encourage them to carry out these important operations.

3.1. The Legal System Governing the Realization of the Rescue Reward

As already mentioned, conducting maritime rescue operations requires the vessel in danger to pay a reward to the rescue vessel, however, merely performing maritime rescue and relief operations does not mean that you are entitled to a rescue reward. For rescuers to be entitled to receive rewards for carrying out maritime rescue and relief operations, the presence of four conditions is necessary at the same time (Safaei and Nezarat Moghaddam, 2015:40).

First, there must be a "real danger." The danger in question must be unavoidable, in such a way that any capable seafarer would ask for help and rescue if faced with that danger. It should be noted that the mentioned danger doesn't need to have occurred, but it is sufficient that its occurrence is predictable, such as a situation where the commander of a vessel recognizes that he will lose the direction of the vessel under his command in the next few minutes. Therefore, in the assumption that the commander of a vessel, based on a wrong perception, thinks that the vessel under his command is in danger and asks for help and subsequently a vessel comes to his aid, the rescue vessel will be entitled to compensation for changing the main route and the expenses incurred, which amount has nothing to do with the rescue reward because the action performed is not considered a maritime rescue operation. Second, the risk must be directed to "maritime properties". The meaning of maritime properties also includes the vessel and its cargoes, the



examples of which were considered in sections 1-2. Therefore, things like saving human lives, provisions, and personal belongings of the passengers of vessels in danger are not subject to receiving rewards because the mentioned things are not included in the concept of maritime property. Third, the commander of the vessel in danger mustn't prohibit the rescuers from doing this act. Based on Article 3 of the Brussels Convention and Article 19 of the London Convention, if the commander of a vessel in danger explicitly prohibits persons from interfering in maritime rescue operations, but if those people try to help, they will not be entitled to receive any reward. Article 175 of Iran's maritime law is also expressed with almost the same content. Fourth, the maritime rescue and relief operations must become "effective". In Article 2 of the Brussels Convention and Article 12 of the London Convention, it is emphasized that a reward will be given if the maritime rescue operations are effective. And subsequently, if no effective action is taken in the rescue operations, no reward will be realized. Article 174 of Iran's maritime law, in compliance with Article 2 of the Brussels Convention, has postponed the main condition for the realization of the reward resulting from the implementation of maritime rescue operations until the operations become effective. Being effective does not mean achieving complete success. The more property is saved from sea threats, the more the reward will be considered (Esfinifarahan, 2019: 41).

In addition to the last four conditions, some authors mention another condition under the title of voluntary maritime rescue operations (Ekhtor, 2016: 75). This condition taken from the legal system of common law means that if the rescuer is responsible for providing maritime rescue as a result of his duty or as a result of the law and if he tries to do this, he will not be entitled to receive a reward. For example, if a vessel catches fire and the marine protection guards stationed on the coast, who according to the law of the coastal state, are responsible for extinguishing the fire of vessels in that area, they cannot ask for a reward from the place of performing their legal

duty. For a better understanding of this condition, it is worth referring to the story of the San Dimitrio ship.

During World War II, this oil cargo ship was targeted by a missile attack and its commander ordered the crew to leave the ship immediately. A few hours later, sixteen members of the crew returned to the ship and after extinguishing the fire, they launched the ship brought it to the shore, and subsequently requested a reward in the court. Arguing that the order to evacuate the ship caused the termination of the contract of the ship's crew, the court declared that if the contract of the rescuers had not been terminated, they would not have received any compensation, however, considering the termination of the contract, the action of those sixteen people to return to the ship and put out the fire was voluntary and they are entitled to be paid a reward worth 14,700 pounds.

Here there is confusion in the mind. Based on what was said in section 2-2, we learned that according to the law, the commanders of vessels are obliged to take measures to carry out rescue and relief operations as long as there is no danger to the vessel under their command; As a result, it must be accepted that all sea rescue and relief operations are carried out according to the law and with this description, no rescuer will be entitled to receive a reward! So, basically, what will be the subject of the explanation regarding the allocation and payment of the reward resulting from the maritime rescue operations? To solve this ambiguity, it is necessary to know that there is a consensus in both the statute law (legal system) and the common law systems on the first four conditions that entitle maritime rescue operations to receive the reward. However, the condition of "voluntarily carrying out maritime rescue and relief operations" is a condition originating from the "Common Law system" and related to the time when there were no consistent rules regarding maritime rescue operations (Abangwu, 2017: 25-26). In other words, in the statute law (legal system) applicable to maritime rescue and relief operations, there is no provision regarding the voluntary precondition of maritime rescue operations to be entitled to a reward for those operations.

2.3. The Legal System Governing the Allocation of Rescue Reward



As stated, the amount of salvaged marine property has a direct relationship with the amount of deserved reward resulting from that operation, but other factors are also involved in determining the amount of reward. Among these cases is the "existence or non-existence of a contract" between the commander of the rescue vessel and the commander of the vessel in danger, which Article 6 of the Brussels Convention explicitly, Article 6 of the London Convention implicitly, and Article 178 of the Iranian Maritime Law refer to. According to recent articles, the amount of compensation resulting from the implementation of maritime rescue and relief operations is determined according to the contract concluded between the commander of the rescue vessel and the commander of the vessel in danger and if there is no contract, the amount of reward will be determined by the court (Limsira, 2020: 181). Although the term "Maritime rescue and relief agreement" appears in many articles of the Brussels and London Conventions, no document has defined this type of agreement; however, from all articles of the above two conventions, it can be inferred that the contract concluded between the commander of the rescue vessel and the commander of the vessel in danger on the subject of maritime rescue and relief operations will be called a maritime rescue and relief contract. This contract should have two basic conditions. First of all, the date of conclusion of the contract must be later than the time of occurrence of the risk. Therefore, in cases where the owner of the vessel, before the start of the voyage, concludes a contract to ensure the security of the vessel under his command in a certain voyage or for a certain period he has started to conclude an "insurance contract" and not a maritime rescue contract. Second, the contract must be concluded with the correct will of the parties, fair, and far from taking advantage of the ignorance and emergency conditions of the vessel in danger.

It is obvious that the maritime rescue and relief contract for a vessel in danger is essentially an emergency contract and is correct according to the emergency transactions law, but the legislator cannot accept that an unfair

and discriminatory emergency contract also follows the above ruling. Based on Article 7 of the Brussels and London Convention, if it becomes clear to the court that the maritime rescue and relief contract concluded in dangerous conditions or under its influence was not fair, or that the will of one of the parties to conclude this contract was influenced by the other party's trick, omission, or deception or the amount of reward for carrying out operations is usually considered too low or too high, the court can modify or cancel the said contract according to the case and at the request of the victim (Zalnejad, 2022: 297).

It should be noted that the mere existence of one of the above-mentioned cases in the maritime rescue contract means that the contract can be terminated and is not invalid. In a situation where the captain of a vessel in danger is forced to accept an unfair rescue contract, he can go to court after being freed from the death penalty and request to adjust the contract and this request can also end in the cancellation of the contract (Bahari Ghazani and Zare, 2022: 185). As long as the contract adjustment request is not referred to the court, the provisions of the contract between the parties are valid (Abouata, 2015: 538-539). The use of "The Lloyd's Open Form[1]", whose provisions are changed every ten years based on international requirements and regulations, is one of the ways to prevent abuse of the conditions of the parties (Mazloun Torshizi and Fayzi Chakab, 2021: 69).

Sometimes there may be no contract between the commander of the rescue vessel and the commander of the vessel in danger to carry out maritime rescue and relief operations. In a situation where the commander of the rescue vessel negotiates with the commander of the vessel in danger to conclude a contract, but no agreement is reached or if the contract concluded between the parties is invalidated by the court order, it will have the same situation as if there was no contract. In such cases, it is the responsibility of the court to determine the amount of the reward. Now it's time to answer this question in terms of what cases the court will determine the amount of the reward. In such cases, the court's action will be based on the provisions of Article 8 of the Brussels Convention and Article 13 of the



London Convention. These materials include indicators such as the degree of danger, the number of rescuers, the skill of rescuers, the efficiency of rescuers' tools, the urgency of rescue, the duration of the operations, the damage caused to the rescue team and the amount of damage caused to the environment and the damage caused to the rescuers' property by the actions of the rescuers and most importantly, the value of the salvaged marine property were involved in determining the amount of reward (Malyszko and Wielgosz, 2016: 192).

In general, it can be said that if there is a rescue contract, the parties will determine the amount of the reward based on their will and according to recent indicators, but in the absence of the contract or its invalidity, the court will determine the amount of the reward based on the mentioned indicators.

With all of the above-mentioned points, it should not be overlooked that based on the last part of Article 2 of the Brussels Convention and Article 12 of the London Convention, merit reward from the location of maritime rescue operations in no case shall it exceed the total value of the salvaged marine property, whether with or without contract. It is important to mention that intentional unjustifiable harm to a vessel in danger by rescuers, such as dropping the cargo on the deck into the water in order to lighten the ship and prevent it from sinking, assuming that it was not necessary to do such an act, the misconduct of the rescuers such as hiding or stealing rescued property and also damaging the environment by the rescuers, are three situations that, according to the concepts of Article 12, Article 14, and 18 of the London Convention, can reduce the amount of compensation that rescue workers deserve to a point that completely deprives them of receiving compensation (Bishop, 2012: 40). In terms of being sufficiently careful in carrying out the operations, avoiding damage to the environment during the operations and not bothering to ask for more help if necessary, are things according to paragraph 1 of Article 8 of the London Convention, it is included among the duties of rescuers, whose compliance seems to prevent

the reduction of the rescue reward. Clause 2 of the same provision also requires those who need help to cooperate with the rescuers to carry out rescue operations as best as possible.

3.3. The Legal System Governing the Payment of the Rescue Reward

In the past, the procedure was such that the rescuers' reward was collected from the "exact" location of the salvaged marine property. The aforementioned procedure was abolished with the adoption of the Brussels Convention and now the compensation of rescuers is collected from the "value" of the salvaged marine property. As long as the compensation of the rescuers is not paid for carrying out maritime rescue and relief operations, their privileged rights to the same salvaged marine property are reserved and if the compensation of the rescuers is not paid within a certain period, rescuers can start selling salvaged marine property and if rescuers have sold salvaged marine property, rescuers can request the cancellation of all transfers made regarding salvaged marine property (Mazloun Torshizi and Mazloun, 2121: 211).

According to paragraph 1 of Article 20 of the London Convention, even the national laws of the countries will not have an effect on the privilege of the rescuers' rights over the salvaged marine property. Clause 3 of Article 29 of Iran's Maritime Law also emphasizes the priority of rescuers' rights over salvaged marine property. Based on paragraphs 2 and 3 of Article 20 of the London Convention, the presentation of a suitable bond by the rescuers and the subsequent acceptance of that bond by the rescuers is the only assumption that without paying the reward for the rescue operations, it will end up with the removal of the privileged rights of the rescuers concerning the salvaged marine property. According to paragraph 2 of Article 13 of the London Convention, the method of payment of compensation by rescuers is as follows: each of them contributes to the compensation of rescuers in proportion to the extent of their benefit from the salvaged marine property (Bolanca and et.al, 2017: 390).



According to this article, States parties to the Convention have the right to designate a person to pay the full compensation of rescuers and reserve the right to refer them to those who need help. It is obvious that if several vessels perform maritime rescue operations, first the reward of each vessel will be paid in proportion to its actions, and subsequently the crew of each vessel will benefit from the reward allocated to their vessel. In Iran's maritime law, there is no provision regarding compliance with the "principle of proportionality" in the payment of rescuers' compensation, but it is not accepted that due to the lack of such a statement, we do not consider it necessary to comply with the mentioned rule. As stated, paragraph 2 of article 13 of the London Convention refers to compliance with this issue according to Article 9 of Iran's Civil Code, treaties such as the London Convention, which the Iranian government is a member of, are part of the domestic law and their provisions are mandatory.

Conclusion

Performing effective and timely maritime rescue operations plays an important role in reducing damages caused by marine threats. A number of the provisions of the Brussels and London Convention have explicitly placed the responsibility of carrying out these operations on the commander of the vessels and a violation of this international responsibility will expose the wrongdoers to domestic enforcement guarantees that are generally limited to imprisonment or fines. In the usual case, it is mandatory to carry out maritime rescue and relief operations even for the vessel carrying the enemy's flag. In other words, when the commander of a vessel sees another vessel in danger only in this case, he can refuse to carry out rescue and relief operations for a vessel in danger if he determines that carrying out these operations will expose the vessel under his command or its passengers to a risk equal to or greater than that of the vessel in danger. It is obvious that if the commander of a vessel in the above-mentioned conditions still issues the order to carry out maritime rescue and relief operations, he will be entitled

to receive more rewards because according to paragraph 2 of Article 13 of the London Convention, more than ten indicators, including "danger level", play a role in determining the reward resulting from maritime rescue operations.

It is obvious that professional aid workers are not willing to provide aid without a contract because it is possible that their interests will not be secured and they may suffer more losses than the reward received in the implementation of these operations. If there is a contract to implement these operations, the rescuers' compensation will be subject to the same contract and the rescuers' obligation to pay compensation will be part of the contractual obligations. As with other contracts and agreements, the basic condition for concluding a maritime rescue and relief contract is the correctness of the will of the parties and cases such as the use of trickery, negligence, tricks, abuse of ignorance, or the emergency of the other party, as well as determining an amount that is much more or less than usual as a reward, can end in the amendment or annulment of the contract by the court.

The invalidation of the maritime rescue and relief contract will practically not be different from the situation of carrying out maritime rescue and relief operations without concluding a contract and in such cases, the court will oblige the rescuers to pay an amount to the rescuers based on factors such as the use of property and the actions of the rescuers and emphasizing the indicators listed in paragraph 2 of Article 13 of the London Convention. Although the reward of the rescuers will not exceed the total value of the salvaged marine property in any case, as long as this reward is not paid in full or a suitable bond is not given to the rescuers, privileged rights regarding the salvaged property remain intact and if those in need of help do not pay the rescuers compensation within a certain period or they sold the salvaged marine property without giving a proper security deposit to the rescuers, the rescuers have the right to cancel all transfers made in their favor.

As stated, saving human lives is not included in the definition of maritime rescue and relief operations and subsequently, the rescuers will not be rewarded for this. Even Article 16 of the London Convention clearly states



that saving a person's life does not oblige the saved person to pay compensation. On the other hand, we know that according to Article 2 of the Brussels Convention and Article 12 of the London Convention, if the maritime rescue operations are effective at the smallest scale, they will be entitled to a reward; therefore, we either have to accept that Articles 16 and 12 of the London Convention contradict each other or accept that saving human lives is a futile act, but the issue is not as complicated as it seems. As mentioned, the reward from the maritime rescue operations is a proportion of the value of the salvaged marine property. It seems that the writers of the London Convention when drafting this document were not unaware of the fact that it cannot be considered as an indicator to determine the value of human life, just like maritime property but the issue of not allocating reward for saving the lives of people exposed to maritime dangers should not end in a situation where rescuers completely turn away from saving the lives of their fellow human beings because this act is in gross conflict with moral axioms and human rights regulation.

With all of the above-mentioned points, it must be admitted that the positions of international law regarding the responsibility of states in monitoring how to obtain and regularly evaluate the readiness of their seafarers are very silent and subject to criticism. By designing a comprehensive program that includes providing scientific-theoretical training related to overcoming maritime threats, countries can use the experiences of seafarers who have been in crises and managed it successfully, carrying out continuous exercises for their sailors, training them on how to use rescue equipment better and finally developing different scenarios to improve the level of preparedness of their performance to face critical conditions at sea. It is also necessary for the captain of each vessel to obtain comprehensive information about weather conditions before starting the voyage to avoid choosing routes that are prone to create a crisis for the vessel and ensure the proper functioning of the communication systems of

the floating situation under his command and the adequacy of the rescue equipment, supplies and fuel required. It is also necessary that during the voyage, all members of the ship are always ready to perform their pre-determined tasks in critical situations, so that when an accident occurs, instead of moving around in vain on the deck, they show their best performance. To prepare seafarers to face maritime crises and minimize the damages caused by those crises, placing the vessel and its crew in simulated and controlled maritime crisis conditions can be a practical and useful method. There is no doubt that the implementation of maritime rescue operations can play an effective role in preventing damages caused by maritime hazards, but according to the authors, the preparation of a vessel and its crew to face maritime crises will have more favorable results than the implementation of maritime rescue operations. Therefore, it seems appropriate that the international community, in addition to the relatively comprehensive attention it has paid to maritime rescue operations, pay attention to the necessity of monitoring the responsibility of each government and the cooperation of governments with each other to obtain the necessary preparation of seafarers to face critical conditions at seas.

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