

1980 年契約義務法律適用公約
1980 年 6 月 19 日 訂於羅馬，1991 年 4 月 1 日生效

1980 Rome Convention on the law applicable to contractual obligations

Rome 16 June 1980 ; Entered into Force on 1 April 1991

LACO 1980

THE HIGH CONTRACTING PARTIES to the Treaty establishing the European Economic Community, ANXIOUS to continue in the field of private international law the work of unification of law which has already been done within the Community, in particular in the field of jurisdiction and enforcement of judgments, WISHING to establish uniform rules concerning the law applicable to contractual obligations, HAVE AGREED AS FOLLOWS :

歐洲經濟共同體公約各締約國，

希望於國際私法領域中繼續展開已在共同體內進行之法律統一工作，特別是在管轄權及判決執行方面已進行之統一，

期望就契約債務之法律適用訂立統一規則，
茲同意如下：

TITLE I SCOPE OF THE CONVENTION

第一部分 公約適用範圍

Article 1 Scope of the Convention

第 1 條 公約之適用範圍

1. The rules of this Convention shall apply to contractual obligations in any situation involving a choice between the laws of different countries.
2. They shall not apply to :
 - (a) questions involving the status or legal capacity of natural persons, without prejudice to Article 11 ;
 - (b) contractual obligations relating to :
 - wills and succession,
 - rights in property arising out of a matrimonial relationship,
 - rights and duties arising out of a family relationship, parentage, marriage or affinity, including maintenance obligations in respect of children who are not legitimate ;
 - (c) obligations arising under bills of exchange, cheques and promissory notes and other negotiable instruments to the extent that the obligations under such other negotiable instruments arise out of their negotiable character ;
 - (d) arbitration agreements and agreements on the choice of court ;
 - (e) questions governed by the law of companies and other bodies corporate or unincorporate such as the creation, by registration or otherwise, legal capacity, internal organization or winding up of companies and other bodies corporate or unincorporate and the personal liability of officers and members as such for the obligations of the company or

1. 本公約規則適用於任何情形下涉及需要在不同國家法律間為選擇之契約債務。
2. 本公約規則不適用於：
 - (a) 涉及自然人地位或法律行為能力問題，然不應妨礙本公約第 11 條之適用；
 - (b) 關於下列各項之契約債務：
 - 遺囑及繼承；
 - 婚姻關係所產生之財產權；
 - 家庭、親子、婚姻或姻親關係所產生之權利及義務，包括對非婚生子女之扶養義務；
 - (c) 匯票、支票、本票及因票據之可轉讓性所產生債務之其他流通證券所生之債務；
 - (d) 仲裁協議及管轄法院協議；
 - (e) 公司法及其他法人或非法人組織法之管轄問題，例如公司及其他法人組織或非法人組織通過登記或其他方式之設立、其法律行為能力、內部組織或解散清理，及作為公司及其他法

body ;

(f) the question whether an agent is able to bind a principal, or an organ to bind a company or body corporate or unincorporate, to a third party ;

(g) the constitution of trusts and the relationship between settlors, trustees and beneficiaries ;

(h) evidence and procedure, without prejudice to Article 14.

3. The rules of this Convention do not apply to contracts of insurance which cover risks situated in the territories of the Member States of the European Economic Community. In order to determine whether a risk is situated in those territories the court shall apply its internal law.

4. The proceeding paragraph does not apply to contracts of re-insurance.

人組織或非法人組織之高級職員及成員對公司及法人或非法人組織債務之個人責任；

(f) 關於代理對第三人行為是否能夠約束其委託人，或一機構對第三人行為是否能夠約束該公司、法人組織或非法人組織之問題；

(g) 信託之設立及信託設立人、受託人及受益人間之關係；

(h) 證據及程序，然不得妨礙本公約第 14 條之適用；

3. 本公約規則不適用於承保於歐洲經濟共同體成員國領土內發生危險之保險契約。為確定危險是否處於該領域內，法院應適用其國內法。

4. 前項不適用於再保險契約。

Article 2 Application of law of non-contracting States

Any law specified by this Convention shall be applied whether or not it is the law of a Contracting State.

TITLE II UNIFORM RULES

Article 3 Freedom of choice

1. A contract shall be governed by the law chosen by the parties. The choice must be expressed or demonstrated with reasonable certainty by the terms of the contract or the circumstances of the case. By their choice the parties can select the law applicable to the whole or a part only of the contract.

2. The parties may at any time agree to subject the contract to a law other than that which previously governed it, whether as a result of an earlier choice under this Article or of other provisions of this Convention. Any variation by the parties of the law to be applied made after the conclusion of the contract shall not prejudice its formal validity under Article 9 or adversely affect the rights of third parties.

3. The fact that the parties have chosen a foreign law, whether or not accompanied by the choice of a foreign tribunal, shall not, where all the other elements relevant to the situation at the time of the choice are connected with one country only, prejudice the application of rules of the law at the country which cannot be derogated from by contract, hereinafter called mandatory rules.

4. The existence and validity of the consent of the parties as to the choice of the applicable law shall be determined in accordance with the provisions of Articles 8, 9 and 11.

Article 4 Applicable law in the absence of choice

1. To the extent that the law applicable to the contract has not been chosen in accordance with Article 3, the contract shall be

第 2 條 非締約國之法律適用

凡本公約所指定之法律，不論該法律是否為締約國之法律，均應適用。

第二部分 統一規則

第 3 條 選擇之自由

1. 契約應適用當事人所選擇之法律。此選擇必須是明示的，或由契約條款或具體情況得合理確定地表明。當事人可選擇適用於全部契約或僅適用於部分契約之法律。

2. 當事人於任何時候均可約定使其契約適用原先並非適用於該契約之法律，無論原先適用於該契約之法律係依據本條文抑或本公約其他條款所選擇。然於契約訂立後，當事人對法律適用所為之任何變動，都不得損及本公約第 9 條規定之契約形式之效力，亦不得對第三人權利產生不利影響。

3. 當事人選擇某外國法律，不論其是否同時選擇外國法院；如於選擇時，一切與當時情況有關之其他因素均只與某國有聯繫，該事實不應影響該國法律中不得以契約方式減損之該部分法律規則之適用，以下稱為“強制規則”。

4. 當事人對於法律適用之選擇表示同意之事實及效力，應依照本公約第 8 條、第 9 條及第 11 條規定予以確定。

第 4 條 無選擇情況下之法律適用

1. 當事人未依據第 3 條規定選擇契約之適用法律情況下，該契約應適用與其

governed by the law of the country with which it is most closely connected. Nevertheless, a separable part of the contract which has a closer connection with another country may by way of exception be governed by the law of that other country.

2. Subject to the provisions of paragraph 5 of this Article, it shall be presumed that the contract is most closely connected with the country where the party who is to effect the performance which is characteristic of the contract has, at the time of conclusion of the contract, his habitual residence, or, in the case of a body corporate or unincorporate, its central administration. However, if the contract is entered into in the course of that party's trade or profession, that country shall be the country in which the principal place of business is situated or, where under the terms of the contract the performance is to be effected through a place of business other than the principal place of business, the country in which that other place of business is situated.
3. Notwithstanding the provisions of paragraph 2 of this Article, to the extent that the subject matter of the contract is a right in immovable property or a right to use immovable property it shall be presumed that the contract is most closely connected with the country where the immovable property is situated.
4. A contract for the carriage of goods shall not be subject to the presumption in paragraph 2. In such a contract if the country in which, at the time the contract is concluded, the carrier has his principal place of business is also the country in which the place of loading or the place of discharge or the principal place of business of the consignor is situated, it shall be presumed that the contract is most closely connected with that country. In applying this paragraph single voyage charter-parties and other contracts the main purpose of which is the carriage of goods shall be treated as contracts for the carriage of goods.
5. Paragraph 2 shall not apply if the characteristic performance cannot be determined, and the presumptions in paragraphs 2, 3 and 4 shall be disregarded if it appears from the circumstances as a whole that the contract is more closely connected with another country.

Article 5 Certain consumer contracts

1. This Article applies to a contract the object of which is the supply of goods or services to a person (the consumer) for a purpose which can be regarded as being outside his trade or profession, or a contract for the provision of credit for that object.
2. Notwithstanding the provisions of Article 3, a choice of law made by the parties shall not have the result of depriving the consumer of the protection afforded to him by the mandatory rules of the law of the country in which he has his habitual residence :
 - if in that country the conclusion of the contract was preceded by a specific invitation addressed to him or by advertising, and he had taken in that country all the steps necessary on his part for the conclusion of the contract, or
 - if the other party or his agent received the consumer's order in that country, or
 - if the contract is for the sale of goods and the consumer traveled from that country to another country and there gave his order, provided that the consumer's journey was

最具密切聯繫國家之法律。然如契約之可分割部分與另一個國家有更密切之聯繫，則該部分契約則可作為例外，適用該國之法律。

2. 除另本條第 5 項另有規定外，契約特定履行之當事人於訂立契約時，其慣居地國家，或當事人是法人組織或非法人組織時，其管理中心所在地之國家，應推定為與該契約有最密切聯繫之國家。然如契約係在當事人之貿易及職業活動過程中所訂立者，則與該契約有最密切聯繫之國家應是主要營業地所在之國家，或如依據契約規定，契約將在主要營業地以外之另一營業地履行，則與該契約有最密切聯繫之國家應是另一營業地所在國。
3. 無論本條第 2 項規定為何，如契約標的為不動產之產權或使用權，則應推定不動產所在地國家為與契約有最密切聯繫之國家。
4. 第 2 項規定不應適用於貨物運輸契約。如於訂立該類契約時，運送人設有主要營業地之國家同時亦為裝貨地或卸貨地或託運人主要營業地所在國家時，則應推定該國為與契約有密切聯繫之國家。於適用本項時，單程傭船契約及其他以貨物運輸為主要目的契約均應視為貨物運送契約。
5. 如契約之特定履行無法確定，則不適用第 2 項，且如整體情況顯示契約與另一國家有更密切聯繫者，則不應適用第 2 項、第 3 項及第 4 項之推定。

第 5 條 某些消費者契約

1. 本條適用於向某人(消費者)提供其貿易或專業以外之貨物或服務之契約，或為該目的提供信貸之契約。
2. 無論第 3 條規定為何，當事人所為之法律選擇不得剝奪消費者慣居地國法律之強制性規則對其所提供之保護：
 - 如契約於該國訂立，於訂立契約前向消費者發出專門邀請或刊登廣告，且消費者於該國對訂立契約已採取一切必要步驟；或
 - 如另一方當事人或其代理人於該國收到消費者之訂單；或
 - 如契約係為貨物之銷售，而消費者從該國到另一國並在那遞交其訂單，且消費者此項旅程

arranged by the seller for the purpose of inducing the consumer to buy.

3. Notwithstanding the provisions of Article 4, a contract to which this Article applies shall, in the absence of choice in accordance with Article 3, be governed by the law of the country in which the consumer has his habitual residence if it is entered into in the circumstances described in paragraph 2 of this Article.
4. This Article shall not apply to :
 - (a) a contract of carriage ;
 - (b) a contract for the supply of services where the services are to be supplied to the consumer exclusively in a country other than that in which he has his habitual residence.
5. Notwithstanding the provisions of paragraph 4, this Article shall apply to a contract which, for an inclusive price, provides for a combination of travel and accommodation.

Article 6 Individual employment contracts

1. Notwithstanding the provisions of Article 3, in a contract of employment a choice of law made by the parties shall not have the result of depriving the employee of the protection afforded to him by the mandatory rules of the law which would be applicable under paragraph 2 in the absence of choice.
2. Notwithstanding the provisions of Article 4, a contract of employment shall, in the absence of choice in accordance with Article 3, be governed :
 - (a) by the law of the country in which the employee habitually carries out his work in performance of the contract, even if he is temporarily employed in another country ; or
 - (b) if the employee does not habitually carry out his work in any one country, by the law of the country in which the place of business through which he was engaged is situated ; unless it appears from the circumstances as a whole that the contract is more closely connected with another country, in which case the contract shall be governed by the law of that country.

Article 7 Mandatory rules

1. When applying under this Convention the law of a country, effect may be given to the mandatory rules of the law of another country with which the situation has a close connection, if and in so far as, under the law of the latter country, those rules must be applied whatever the law applicable to the contract. In considering whether to give effect to these mandatory rules, regard shall be had to their nature and purpose and to the consequences of their application or non-application.
2. Nothing in this Convention shall restrict the application of the rules of the law of the forum in a situation where they are mandatory irrespective of the law otherwise applicable to the contract.

Article 8 Material validity

1. The existence and validity of a contract, or of any term of a contract, shall be determined by the law which would govern it under this Convention if the contract or term were valid.

是賣方為吸引消費者購買貨物而安排者。

3. 無論第 4 條規定為何，凡適用本條規定之契約，於未依據第 3 條為法律選擇時，如該契約係在本條第 2 項規定之情況下訂立者，則應適用消費者慣居地國家之法律。；
4. 本條不適用於：
 - (a) 運送契約；
 - (b) 提供服務之契約，該服務係在消費者慣居地國家以外之國家向消費者專門提供者。
5. 無論第 4 項規定為何，本條應適用於以總包價格提供旅行及食宿之契約

第 6 條 僱傭契約

1. 無論第 3 條規定為何，於僱傭契約，當事人所為之法律選擇不得剝奪受雇人於未作出選擇時，依照第 2 項所應適用法律之強制性規則對其提供之保護。
2. 無論第 4 條規定為何，於未依據第 3 條作出任何法律選擇時，僱傭契約應：
 - (a) 適用受雇人為履行契約而慣常工作之國家之法律，即使其是在另一國家內臨時受雇亦同；或
 - (b) 如受雇人並不慣常於任一國工作，則適用其受雇經營所在地國家之法律。然從整體情況言，契約與另一國家具有更密切聯繫者，於此情況下，該契約應適用該國家之法律。

第 7 條 強制性規則

1. 依照本公約應適用某國法律時，若情況與另一國家有密切聯繫，且如該國法律規定，無論契約適用何法律，其強制性規則均須予以適用，則可適用該國法律之強制性規則。於考慮是否適用該強制性規則時，應注意其性質及目的，及適用或不適用該強制性規則所產生之後果。
2. 本公約任何條款不得限制法院地法強制規則之適用，不論契約適用何國法律。

第 8 條 實質上之效力

1. 契約或契約任何條款之存在及其效力，應由契約或其條款有效之情況下，依據本公約所指定之適用法律加

2. Nevertheless a party may rely upon the law of the country in which he has his habitual residence to establish that he did not consent if it appears from the circumstances that it would not be reasonable to determine the effect of his conduct in accordance with the law specified in the preceding paragraph.

Article 9 Formal validity

1. A contract concluded between persons who are in the same country is formally valid if it satisfies the formal requirements of the law which governs it under this Convention or of the law of the country where it is concluded.
2. A contract concluded between persons who are in different countries is formally valid if it satisfies the formal requirements of the law which governs it under this Convention or of the law of one of those countries.
3. Where a contract is concluded by an agent, the country in which the agent acts is the relevant country for the purposes of paragraphs 1 and 2.
4. An act intended to have legal effect relating to an existing or contemplated contract is formally valid if it satisfies the formal requirements of the law which under this Convention governs or would govern the contract or of the law of the country where the act was done.
5. The provisions of the preceding paragraphs shall not apply to a contract to which Article 5 applies, concluded in the circumstances described in paragraph 2 of Article 5. The formal validity of such a contract is governed by the law of the country in which the consumer has his habitual residence.
6. Notwithstanding paragraphs 1 to 4 of this Article, a contract the subject matter of which is a right in immovable property or a right to use immovable property shall be subject to the mandatory requirements of form of the law of the country where the property is situated if by that law those requirements are imposed irrespective of the country where the contract is concluded and irrespective of the law governing the contract.

Article 10 Scope of applicable law

1. The law applicable to a contract by virtue of Articles 3 to 6 and 12 of this Convention shall govern in particular :
 - (a) interpretation ;
 - (b) performance ;
 - (c) within the limits of the powers conferred on the court by its procedural law, the consequences of breach, including the assessment of damages in so far as it is governed by rules of law ;
 - (d) the various ways of extinguishing obligations, and prescription and limitation of actions ;
 - (e) the consequences of nullity of the contract.
2. In relation to the manner of performance and the steps to be taken in the event of defective performance regard shall be had to the law of the country in which performance takes place.

以確定。

2. 然如情況顯示依照前項規定之法律，確定當事人行為之效力為不合理時，該當事人可依據其慣居地國之法律以確定其不同意適用該法律。

第 9 條 形式上之效力

1. 於同一國家之當事人間所訂立之契約，如具備依據本公約適用於該契約之法律或該契約訂立國之法律所規定之契約方式，則該契約方式即屬有效。
2. 於不同國家之當事人間所訂立之契約，如具備依據本公約適用於該契約之法律或該國家中某國家之法律所規定之契約方式，則該契約於方式上即屬有效。
3. 如契約係透過代理人訂立，則代理人實施行為之國家即為本條第 1 項及第 2 項所指之有關國家。
4. 一旨在對已訂立之契約或擬訂立之契約具有法律效力之行為，如具備依據本公約適用於或將要適用於該契約之法律所規定之方式，或具備實施該項行為之國家法律之方式時，則該行為於方式上即屬有效。
5. 前項規定不適用於第 5 條所指情況下訂立並適用第 5 條第 2 項規定之契約。該類契約於方式上之效力受消費者慣居地國之法律所約制。
6. 無論本條第 1 至 4 項規定為何，標的為不動產所有權或使用權之契約，應受不動產所在地國法律對方式之強制性要求之約制，如依據該法律，不論契約於何國訂立或適用何法律，該方式均須符合。

第 10 條 適用法律的範圍

1. 根據本公約第 3 至第 6 條及第 12 條的規定，契約的適用法律特別應具體管轄下列事項：
 - (a) (契約的)解釋；
 - (b) (契約的)履行；
 - (c) 在訴訟法授予法院的許可權內，對違約的後果，包括對損害賠償的估定，然以法律對此作出規定為限；
 - (d) 債務消滅的各種方法，訴訟時效及訴訟限制；
 - (e) 契約無效的後果。
2. 關於履行契約的方式以及履行有瑕疵時所採取的步驟，應考慮履行地國家的法律。

Article 11 Incapacity

In a contract concluded between persons who are in the same country, a natural person who would have capacity under the law of that country may invoke his incapacity resulting from another law only if the other party to the contract was aware of this incapacity at the time of the conclusion of the contract or was not aware thereof as a result of negligence.

Article 12 Voluntary assignment

1. The mutual obligations of assignor and assignee under a voluntary assignment of a right against another person ('the debtor') shall be governed by the law which under this Convention applies to the contract between the assignor and assignee.
2. The law governing the right to which the assignment relates shall determine its assignability, the relationship between the assignee and the debtor, the conditions under which the assignment can be invoked against the debtor and any question whether the debtor's obligations have been discharged.

Article 13 Subrogation

1. Where a person (the creditor) has a contractual claim upon another (the debtor), and a third person has a duty to satisfy the creditor, or has in fact satisfied the creditor in discharge of that duty, the law which governs the third person's duty to satisfy the creditor shall determine whether the third person is entitled to exercise against the debtor the rights which the creditor had against the debtor under the law governing their relationship and, if so, whether he may do so in full or only to a limited extent.
2. The same rule applies where several persons are subject to the same contractual claim and one of them has satisfied the creditor.

Article 14 Burden of proof, etc.

1. The law governing the contract under this Convention applies to the extent that it contains, in the law of contract, rules which raise presumptions of law or determine the burden of proof.
2. A contract or an act intended to have legal effect may be proved by any mode of proof recognized by the law of the forum or by any of the laws referred to in Article 9 under which that contract or act is formally valid, provided that such mode of proof can be administered by the forum.

Article 15 Exclusion of convoy

The application of the law of any country specified by this Convention means the application of the rules of law in force in that

第 11 條 無行為能力

於同一國家之當事人間所訂立之契約，如依據該國法律規定一自然人具有行為能力，則僅當契約另一方當事人於訂立契約時知道或因疏忽而不知其無行為能力，該自然人始可主張其依另一國家法律無行為能力之事實。

第 12 條 意定轉讓

1. 依據意定轉讓針對某人(債務人)之權利而產生之轉讓人與受讓人間之相互義務，應由依據本公約所指定之適用於轉讓人及受讓人所訂立之契約之法律所約制。
2. 支配與轉讓有關權利之法律，可用於確定權利之可轉讓性、受讓人及債務人間之關係、對債務人可援引轉讓之條件及債務人債務是否已解除之任何問題。

第 13 條 代位求償權

1. 凡某人(債權人)對另一人(債務人)享有契約上的請求權，且某第三人向債權人清償債務之義務或於事實上已向債權人清償債務，則約制第三人向債權人償還債務之法律應決定第三人是否有權依據適用於債權人與債務人關係之法律行使債權人對債務人所行使之那項權利；如可行使，應決定該第三人是否可全部行使或只在有限範圍內行使該項權利。
2. 於若干人受同一契約請求追償，而其中之一人已向債權人清償債務之情形，亦適用前項規定。

第 14 條 舉證責任等

1. 受本公約約制之契約所應適用之法律，亦包括契約法對法律推定或決定舉證責任之各項規則。
2. 一旨在發生法律效力之契約或行為可由法院地法承認之任何證明方法予以證明，或由第 9 條所提之據以認定契約或行為於形式上有效的法律承認的任何證明方法予以證明，然以該證明方法能由法院實施為限。

第 15 條 反致之排除

本公約所規定適用之任何國家法律，係指適用該國實施之法律規則，而不適用

country other than its rules of private international law.

其國際私法規則。

Article 16 Ordre public

第 16 條 “公共政策”

The application of a rule of the law of any country specified by this Convention may be refused only if such application is manifestly incompatible with the public policy (ordre public) of the forum.

本公約規定所適用之任何國家法律，僅於其適用與法院地國之公共政策(公共秩序)有重大不符時，才可拒絕適用。

Article 17 No retrospective effect

第 17 條 無溯及效力

This Convention shall apply in a Contracting State to contracts made after the date on which this Convention has entered into force with respect to that State.

本公約適用於公約對一締約國生效之日以後，於該國訂立之契約。

Article 18 Uniform interpretation

第 18 條 統一解釋

In the interpretation and application of the preceding uniform rules, regard shall be had to their international character and to the desirability of achieving uniformity in their interpretation and application.

於解釋及適用上述統一規則時，應考慮其國際性質及於解釋及適用方面取得統一之需求。

Article 19 States with more than one legal system

第 19 條 具超過一個以上法律制度之國家

1. Where a State comprises several territorial units each of which has its own rules of law in respect of contractual obligations, each territorial unit shall be considered as a country for the purposes of identifying the law applicable under this Convention.
2. A State within which different territorial units have their own rules of law in respect of contractual obligations shall not be bound to apply this Convention to conflicts solely between the laws of such units.

1. 凡一國包括若干領域，而每領域於契約債務方面有其各自法律規則時，為確定依據本公約所應適用之法律，每一領域應被認定為一國家。
2. 一國內不同領域有其各自有關契約債務之法律規則時，僅於該領域間所發生之法律衝突不適用本公約。

Article 20 Precedence of Community law

第 20 條 共同體法律之優先適用

This Convention shall not affect the application of provisions which, in relation to particular matters, lay down choice of law rules relating to contractual obligations and which are or will be contained in acts of the institutions of the European Communities or in national laws harmonized in implementation of such acts.

本公約不影響專就特別事項所制定之有關契約債務之法律規則之選擇，且該規則已包括或將包括於歐洲共同體各機構法令或為執行該法令而調整之國內法之實施。

Article 21 Relationship with other conventions

第 21 條 與其他公約的關係

This Convention shall not prejudice the application of international conventions to which a Contracting State is, or becomes, a party.

本公約不應損及本公約締約國成為或將成為其他國際公約之成員國之適用。

Article 22 Reservations

第 22 條 保留

1. Any Contracting State may, at the time of signature, ratification, acceptance or approval, reserve the right not to apply :

1. 任何締約國於簽署、批准、接受或核准本公約時，有保留不適用下列條款之權利：

- (a) the provisions of Article 7 ;
 - (b) the provisions of Article 10 .
2. Any Contracting State may also, when notifying an extension of the Convention in accordance with Article 27 (2), make one or more of these reservations, with its effect limited to all or some of the territories mentioned in the extension.
 3. Any Contracting State may at any time withdraw a reservation which it has made ; the reservation shall cease to have effect on the first day of the third calendar month after notification of the withdrawal.

TITLE III FINAL PROVISIONS

Article 23

1. If, after the date on which this Convention has entered into force for a Contracting State, that State wishes to adopt any new choice of law rule in regard to any particular category of contract within the scope of this Convention, it shall communicate its intention to the other signatory States through the Secretary-General of the Council of the European Communities.
2. Any signatory State may, within six months from the date of the communication made to the Secretary-General, request him to arrange consultations between signatory States in order to reach agreement.
3. If no signatory State has requested consultations within this period or if within two years following the communication made to the Secretary-General no agreement is reached in the course of consultations, the Contracting State concerned may amend its law in the manner indicated. The measures taken by that State shall be brought to the knowledge of the other signatory States through the Secretary-General of the Council of the European Communities.

Article 24

1. If, after the date on which this Convention has entered into force with respect to a Contracting State, that State wishes to become a party to a multilateral convention whose principal aim or one of whose principal aims is to lay down rules of private international law concerning any of the matters governed by this Convention, the procedure set out in Article 23 shall apply. However, the period of two years, referred to in paragraph 3 of that Article, shall be reduced to one year.
2. The procedure referred to in the preceding paragraph need not be followed if a Contracting State or one of the European Communities is already a party to the multilateral convention, or if its object is to revise a convention to which the State concerned is already a party, or if it is a convention concluded within the framework of the Treaties establishing the European Communities.

Article 25

If a Contracting State considers that the unification achieved by this

- (a) 第 7 條之規定；
 - (b) 第 10 條之規定；
2. 任何締約國於依照第 27 條第 2 項規定通知擴大本公約之適用範圍時，亦可針對上述條款作出一或數保留，使其效力限於其擴大適用之全部或部分領域。
 3. 任何締約國得於任何時候撤銷其已作出之保留，該項保留應於撤銷通知發出後之第三個月之首日停止其效力。

第三部分 最後條款

第 23 條

1. 如於本公約對某締約國生效後，該締約國意欲對本公約適用範圍內之任何特別種類之契約採用新法律選擇規則，其應將其意圖透過歐洲共同體委員會秘書長轉達給其他簽約國。
2. 自通知秘書長之日起六個月內，任何簽署國可要求秘書長於簽署國間安排磋商，以便達成協議。
3. 如於此期間內無任何簽署國要求磋商，或如自通知秘書長後兩年內於磋商過程中未能達成任何協議者，則有關締約國可依其表明之方式修改其法律。然該國採取之任何措施應透過歐洲共同體委員會秘書長通知其他簽署國。

第 24 條

1. 於本公約對某締約國生效後，如該國希望成為一多邊公約之參加國，而該多邊公約之主要目標或其主要目標之一係制定有關本公約所約制之任何事項之國際私法規則，則應適用第 23 條規定之程序，然第 23 條第 3 項規定之兩年期限應減為一年。
2. 如某締約國或歐洲共同體之某國已是該多邊公約之參加國，或其目的是修改一項該國已是參加國之公約，或該公約是設立歐洲共同體體系條約之一，則不必遵循前項規定之程序。

第 25 條

如某締約國認為本公約所達成之統一受

Convention is prejudiced by the conclusion of agreements not covered by Article 24, that State may request the Secretary-General of the Council of the European Communities to arrange consultations between the signatory States of this Convention.

Article 26

Any Contracting State may request the revision of this Convention. In this event a revision conference shall be convened by the President of the Council of the European Communities.

Article 27

1. This Convention shall apply to the European territories of the Contracting States, including Greenland, and to the entire territory of the French Republic.
2. Notwithstanding paragraph 1:
 - (a) this Convention shall not apply to the Faroe Islands, unless the Kingdom of Denmark makes a declaration to the contrary;
 - (b) this Convention shall not apply to any European territory situated outside the United Kingdom for the international relations of which the United Kingdom is responsible, unless the United Kingdom makes a declaration to the contrary in respect of any such territory;
 - (c) this Convention shall apply to the Netherlands Antilles, if the Kingdom of the Netherlands makes a declaration to that effect.
3. Such declarations may be made at any time by notifying the Secretary-General of the Council of the European Communities.
4. Proceedings brought in the United Kingdom on appeal from courts in one of the territories referred to in paragraph 2 (b) shall be deemed to be proceedings taking place in those courts.

Article 28

1. This Convention shall be open from 19 June 1980 for signature by the States party to the Treaty establishing the European Economic Community.
2. This Convention shall be subject to ratification, acceptance or approval by the signatory States. The instruments of ratification, acceptance or approval shall be deposited with the Secretary-General of the Council of the European Communities.

Article 29

1. This Convention shall enter into force on the first day of the third month following the deposit of the seventh instrument of ratification, acceptance or approval.
2. This Convention shall enter into force for each signatory State ratifying, accepting or approving at a later date on the first day of the third month following the deposit of its instrument of ratification, acceptance or approval.

到第24條規定以外所締結協議而有所損害者，該國可要求歐洲共同體委員會秘書長於本公約簽署國間安排協商。

第 26 條

任何締約國可要求修改本公約。於此情況，應由歐洲共同體委員會主席召集修訂會議。

第 27 條

1. 本公約適用於各締約國之歐洲領土，包括格陵蘭及法蘭西共和國之全部領土。
2. 無論第1項規定為何，
 - (a) 本公約不適用於法羅依(FAROE)諸島，然丹麥王國有相反聲明者除外；
 - (b) 本公約不適用於任何位於聯合王國以外，然由聯合王國對其國際關係負責之歐洲領土，然聯合王國就任何此類領域為相反聲明者除外；
 - (c) 本公約適用於荷蘭安地列斯(Antilles)群島，然以荷蘭王國對此效力作出聲明為限。
3. 上述聲明可於任何時候以通知歐洲共同體委員會秘書長之方式為之。
4. 第2項(b)款所指之任一領域內之法院向聯合王國上訴之訴訟，應視為於該法院進行之訴訟。

第 28 條

1. 本公約應自1980年6月19日起向歐洲經濟共同體條約之會員國開放簽署。
2. 本公約須經簽署國批准、接受或核准。批准書、接受書或核准書應由歐洲共同體委員會秘書長保存。

第 29 條

1. 本公約應在交存第七份批准書、接受書或核准書後之第三個月首日起生效。
2. 以後批准、接受或核准之任一簽署國，本公約應自交存批准、接受或核准書之第三個月首日起生效。

Article 30

1. This Convention shall remain in force for 10 years from the date of its entry into force in accordance with Article 29, even for States for which it enters into force at a later date.
2. If there has been no denunciation it shall be renewed tacitly every five years.
3. A Contracting State which wishes to denounce shall, not less than six months before the expiration of the period of 10 or five years, as the case may be, give notice to the Secretary-General of the Council of the European Communities. Denunciation may be limited to any territory to which the Convention has been extended by a declaration under Article 27.
4. The denunciation shall have effect only in relation to the State which has notified it. The Convention will remain in force as between all other Contracting States.

Article 31

The Secretary-General of the Council of the European Communities shall notify the States party to the Treaty establishing the European Economic Community of :

- (a) the signatures ;
- (b) deposit of each instrument of ratification, acceptance or approval ;
- (c) the date of entry into force of this Convention ;
- (d) communications made in pursuance of Articles 23, 24, 25, 26 and 30 ;
- (e) the reservations and withdrawals of reservations referred to in Article 22.

Article 32

The Protocol annexed to this Convention shall form an integral part thereof.

Article 33

This Convention, drawn up in a single original in the Danish, Dutch, English, French, German, Irish and Italian languages, these texts being equally authentic, shall be deposited in the archives of the Secretariat of the Council of the European Communities. The Secretary-General shall transmit a certified copy thereof to the Government of each signatory State.

In witness whereof the undersigned, being duly authorized thereto, having signed this Convention.

Done at Rome on the nineteenth day of June in the year one thousand nine hundred and eighty.

第 30 條

1. 依第 29 條第 1 項規定，本公約應自其生效日起保留效期十年，對於公約生效後對其生效之國家亦是如此。
2. 除通知廢除外，本公約應每五年自動延期一次。
3. 凡擬廢除本公約之締約國，應在不遲於本公約十年或五年期限屆滿前六個月內通知送交歐洲共同體委員會秘書長。廢除僅限於依據第 27 條規定聲明擴大公約適用範圍之任何領域。
4. 廢除只對發出廢除通知之國家發生效力。本公約對所有其他締約國仍繼續有效。

第 31 條

歐洲共同體委員會秘書長應將下列事項通知歐洲經濟共同體條約成員國：

- (a) 簽署；
- (b) 任一批准書、接受或核准書之交存；
- (c) 本公約生效日期；
- (d) 依照第 23、24、25、26 條及第 30 條所作出之通知；
- (e) 第 22 條所述及之保留及撤銷保留。

第 32 條

附加於本公約之議定書應視為本公約之組成部分。

第 33 條

本公約原件以丹麥文、荷蘭文、英文、法文、德文、愛爾蘭文及義大利文寫成。各文本具有同等效力。公約應存放於歐洲共同體委員會秘書處檔案局。秘書長應將一份經過認證的副本送交各簽署國政府。

下列全權代表，經各自政府正式授權，在本公約上簽署，以資證明。

1980 年 6 月 19 日訂於羅馬。