EDITORIAL
Why Would Companies and Establishments Bear Social Responsibilities?

Companies and establishments in the private sector have realized that their mission today is not confined to making profit for stockholders and partners. They are no longer depending on their financial status to build up a reputation. Instead, such objectives can now be achieved by carrying out their social responsibilities towards the society in which they are operating. The concept of social responsibilities has emerged recently and has expanded far beyond voluntary civic activities and donations. This concept has evolved into strategic plans and programs.

Research now indicates that the growth of a concept of social responsibilities has resulted from several challenges such as globalization, increased governmental expectations, and popular pressures which have forced companies to consider society's interests including consumers, employees and others.

Social responsibility simply means a company's commitment towards the society wherein it does business. There are different opinions about the identification of this responsibility. Some believe that it is reminding companies of their responsibilities towards society, which they belong. Others think that it is a mere voluntary initiative made by the companies voluntarily in favor of the society. Subsequently, companies consider themselves as effective contributors to the enhancement and stability of society.

It is well known that commercial, economic and financial companies are not charities. Instead, their prime objective is to achieve as much profit as possible for the owners. However, if we observe current corporate activities, we see that they actively compete with one another in executing social responsibility schemes. They support certain entities and become guardians of other entities, which is fair. However, this activity should not be exploited to become a means of advertisement or initiatives to augment business marketing activities to project the companies' societal contributions. Nor should it be used to showcase their huge budgets which may give the companies additional marketing support. Instead, the companies' objective in performing such social responsibilities should be motivated by moral values upon which strategies, plans and objectives should be built.
The advancement in information technology has resulted in new forms of crimes called cyber crimes. Such crimes have emerged as a result of technology development, particularly in the field of information technology. To address these crimes, they are often referred to as "Modern Technology Crimes" in consideration of their close relationship with technology which primarily depends on computers and other technical devices. In this connection, there is no consolidated legal terminology denoting such crimes. Some people call them "Information Fraud Crimes", others call them "Information Entrenchment Crimes". We, however, tend to call them "Information Crimes" because such activities include contemporary and future technology. On the other hand, there is no common definition describing the prevention of electronic crimes. There are diverse definitions, the most prominent of which is the following. Both the prevention of electronic crimes was issued by the United Nations with regard to the prevention of crime and the punishment of criminals which was the same as the "Crime which could be committed by computer systems including all crimes that could be committed within electronic environment".

This definition attempted to include all forms of information crimes regardless of those committed by the information system or occurring within such systems such as software. Also, this definition includes all crimes that may potentially occur in an electronic environment. This definition attempted to evade the confinement of "Information crime" into a narrow range which may possibly allow some of the types of crimes to escape punishment. The English Project has wisely chosen not to set forth a specific definition for the information crimes in view of future scientific and technical developments.

Information crimes have diversified forms, the most important of which is the unlawful entry into information systems, or entering into information systems owned by others, or intrusion of confidentiality and privacy of personal details, or intentionally entering into websites with intent to disrupt or damage computer software or their utilization.

Information crimes are characterized by the difficulty of their disclosure. The number of cases disclosed is quite limited and much remains to be discovered. If the uncovering of information crimes remains difficult, then, proving such crimes is even more problematic. Mostly, information crimes are committed in a non-traditional environment. As such, they occur both in the real world and in computers and the internet which makes criminal activity more difficult to investigate. Conventional means normally fail to prove crimes due to the fact that it is different from a traditional crime where one has a scene where events occurred. Material signs are left behind for conventional source leading to criminal investigation.In information crimes evidence is non-existent. Facts leading to the required proof are similarly worthless for two reasons:

(1) Information crime does not leave behind any material evidence.
(2) Lack of technical expertise among those who collect evidence and conduct investigations.

However, interest in combating electronic crimes is steadily growing. Joint efforts are afoot and legal instruments have been introduced for protection against these types of crimes. Saudi Arabia has enacted regulations for information crimes wherein the crimes are all the same in the cases that we have specified. We will discuss this issue in the next article.
Arbitration agreements have considerable importance as they represent the legal framework which identifies features of the procedural process. The Saudi Arabian law also contains a clause which stipulates that arbitration proceedings take place. An arbitration agreement governs the arbitration process as well as establishing a source of authority for the arbitrator. Arbitration emerges as a result of the mutual agreement between the disputing parties. Owing to the importance of arbitration agreements, the regulation attached genuine interest in it. Based on the foregoing, we will discuss arbitration agreements and their associated practical problems.

An arbitration agreement is the arrangement by which both parties are committed to resolve their contractual dispute outside the judicial process. The Saudi Arabian Arbitration Rules in their 1st Article define the arbitration agreement to be: “An Agreement concluded between two or more parties whereby some or all disputes arising between them are referred to an arbitration board. This applies regardless of the parties’ relationship being contractual or non-contractual.” It applies regardless of the arbitration agreement being stipulated in a contract provision or stated in an independent Charter Party Arbitration”.

In line with the general trend, the Saudi legislation does not differentiate between the arbitration condition and the charter party arbitration. The charter party arbitration in fact constitute an arbitration agreement; their nature and legal features are identical. The only difference between them is that the arbitration condition is stated as a provision within the contract text or is stated independently. The concerned parties usually decide to go to arbitration as a means of resolving the disputes over the contract provisions which may cause problems in the future. The charter party arbitration, however, is agreed upon between both parties following disputes which have arisen between them. The charter party arbitration remains valid even if a lawsuit is commenced. The charter party arbitration is characterized by the fact that it takes place after the occurrence of the dispute. If such a charter party drafting a new contract with the same terms, and if a dispute, then it would be invalid. It is worth mentioning that the arbitration condition is more widespread than the charter party arbitration.

At least 80% of Saudi commercial contracts include an arbitration provision.

Despite the importance of the arbitration agreement, it does not always find the required interest from the contracting parties. Many times agreements are signed between businessmen without giving attention to arbitration. As a result, the partners may stumble into problems that could have been averted. Practical proceedings indicate that many legal cases are not settled in the ordinary manner due to superficial elements which were not agreed upon earlier by the parties. Also, poor or ambiguous arbitration clauses make the agreement void even before the arbitration process begins. Such situations may make the arbitration resolution invalid on the grounds of inadequate clarity.

When perusing certain proposed contracts between Saudi establishments and companies, we may see shortcomings in some parts particularly arbitration provisions. This is because the text does not include adequate details beside lack of accuracy.

Therefore, the contracting parties, when concluding an arbitration agreement, must necessarily state all details pertinent to arbitration in such a way that all contracted parties are aware of the arbitration provisions and the circumstances leading to arbitration. Agreement on the essential issues involved in the arbitration shall assisted the concerned parties as well as the arbitration board in the smooth flow of the arbitration process.
Legal Concepts: The Principle of Non-Retroactivity of Law

As a common rule, law does not apply to the past. This is what jurists have called the “Principle of Non-Retroactivity of Law”. The essence of this principle implies that a law’s effect does not extend to include past affairs and cannot pass judgment on events that occurred prior to its implementation. Instead, a law only applies to events that occur after its implementation. Thus, the date of implementation is a decisive factor in determining a law’s applicability. All laws become applicable after their publication in the Official Gazette unless there is a stipulation to the contrary. Article No. (71) of the Saudi Arabian Basic Law stipulates, “Regulations shall be published in the official gazette and shall be effective from the date of their publication unless there is a statement to the otherwise.” For instance, the latest amendments to the Saudi Work Law were published in the Official Gazette on 5/6/1436H. However, it stated that the effective date would begin on 1st Muharram 1437H. As such, all laws which occurred prior to the implementation of the law are not subject to its provisions. On the contrary, all events which took place after the law has been implemented are subject to its authority.

Legal provisions do not last forever. Instead, there is a specific time span to be applied which is the period extending from the date of its implementation to the date of its nullification. This should not be overridden unless the public interest so requires.

The notion of non-retroactivity of law has been established for the sake of public protection. Nonetheless, there can be exceptions, e.g. when the new law is favorable to an accused individual. In cases when the law states the nullification of the crime or mitigates the punishment, it would be in the interest of the accused parties to apply the law retroactively despite the fact that their crimes had been committed in the past.

Yet, if we consider the position of the Islamic Sharia, from the standpoint of non-retroactivity of law and the associated exceptions, we notice that the ancient jurists were aware of this theory. Indeed, the Islamic Sharia had come long before the man-made laws in ratifying the contents of this principle. It is believed that the principle under review contains a considerable degree of justice and logic. This is why contemporary jurists have chosen such a name and merged it into Islamic jurisprudence.