

**Ministry of Education and Science of Ukraine  
Yaroslav Mudryi National Law University**

Department of Civil Law No. 1

**WORK PROGRAMME OF THE DISCIPLINE  
"INTERNATIONAL CONTRACT LAW"**

**Level of higher education** - second (master's) degree

**Degree of higher education** - Master

**Field of knowledge** - 29 "International relations"

**Speciality** - 293 "International Law"

**Status:** compulsory

**Year of enrollment** - 2022

Kharkiv 2022

**Work programme of the discipline** "International Contract Law" for students of the second (master's) level of higher education in the field of knowledge 29 "International Relations", speciality 293 "International Law". Kharkiv: Yaroslav Mudryi National Law University, 2022. 24 c.

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### *1. Description of the discipline*

The work programme of the discipline “International Contract Law” is developed in accordance with the educational and professional programme “International Law” of the second (master's) level of higher education in the field of knowledge 29 “International Relations”, speciality 293 “International Law”.

Name of indicators	Field of expertise, speciality, level of education	Didactic structure of the discipline	
		full-time study	part-time study
Number of ECTS credits - 5.0	Field of knowledge - 29 "International relations"  Speciality - 293 "International Law"  Level of education - second (master's) degree	Compulsory	Compulsory
Number of modules - 2		A year of enrollment: 2022	A year of enrollment: 2022
		semester	semester
Total number of hours - 150		2	2
		<b>Lectures</b>	<b>Lectures</b>
		26 hours.	6 hours.
		<b>Workshops/ seminars</b>	<b>Workshops / seminars</b>
		24 hours.	6 hours.
		<b>Independent work</b>	<b>Independent work</b>
		100 hours.	138 hours.
Weekly hours for full-time students: classrooms - 2 - 4, student's independent work - 6 - 8.		Types of assessment: current assessment; final assessment (exam)	Types of assessment: current assessment; final assessment (exam)

*The aim of the discipline* is to develop a system of scientific knowledge about contract law as it applies to international commercial transactions. The focus is mainly on the general part of international commercial contract law. In this regard, such international sources of law as the Principles of European Contract Law (PECL), the UNIDROIT Principles of International Commercial Contracts (PICC), the Common Frame of Reference (CFR) and some others are studied in detail. The course also offers a brief overview of the most commonly used contracts in international commercial practice, such as the contract for the international sale of goods, the contract for the international carriage of goods and the international financial leasing contract.

**Objectives:**

- to develop a system of theoretical knowledge about the peculiarities of international commercial contracts as compared to contracts existing exclusively within one national legal order;
- to study the procedure for concluding international commercial contracts;
- to learn the requirements for the validity of international commercial contracts and understand the consequences of non-compliance;
- to gain knowledge of the dispositive rules for the proper performance of international commercial contracts;
- to determine the consequences of a breach of international commercial contracts.

**Prerequisites:** European Union law and its system; Topical problems of scientific research methodology.

**Co-requisites:** European private international law; Legal regulation of the EU internal market; WTO law.

**Post-requisites:** International intellectual property law; EU corporate law and governance; Notary and notarial acts of consular offices.

## **2. Expected learning outcomes**

As a result of mastering the discipline, a higher education student must demonstrate the following learning outcomes:

LO 1	To scientifically substantiate one's own position in a dispute arising out of an international commercial contract.
LO 2	To find alternative solutions to disputes arising from international commercial contracts based on scientific analysis.
LO 3	To analyse an international agreement (contract) for its validity as a whole and for the validity of its individual terms.
LO 4	To determine the legal effect of pre-contractual documents.
LO 5	To have the basics of the legal technique of drafting international commercial agreements (contracts).
LO 6	To demonstrate an understanding of the essence of <i>lex mercatoria</i> and its place among other sources of international trade law.
LO 7	To evaluate the effectiveness of various contractual clauses (clauses) common in international commercial practice.

LO 8	To apply the basic principles and techniques of interpreting international commercial contracts.
LO 9	To identify and analyse the latest trends and innovations in the legal regulation of international commercial contracts.
LO 10	To demonstrate knowledge of the process of convergence of the continental and Anglo-American legal systems in the context of regulation of international commercial contracts.

The teaching of the discipline ensures the formation of general and special competencies and the achievement of learning outcomes defined by the educational and professional programme "International Law", namely:

***General competencies:***

GC 1. Ability to think critically, analyze and synthesize.

GC 2. The ability to identify and solve problems arising in the professional sphere, to formulate and ask questions for their further solution.

GC 4. Ability to generate new ideas (creativity).

GC 6. Ability to work effectively in an intercultural environment, including developing and managing international projects.

GC 7. Ability to conduct research at an appropriate level.

GC 8. Ability to learn and master modern knowledge with a high degree of autonomy.

GC 9. The ability to solve problems of an innovative nature and to find alternative solutions in professional activities.

GC 12. The ability to formulate a personal opinion and present it with evidence.

GC 15. The ability to understand the specifics of the subject area and professional activity, to make well-founded, balanced decisions and to be aware of their ethical consequences.

***Special competencies:***

SpC 1. The ability to critically analyze the problems and patterns of the functioning and development of international relations, to determine the trends in the

development of world politics, and to assess the impact of global political processes on national legal, political and economic systems.

SpC 2. The ability to communicate freely in a foreign language, both orally and in writing, in the professional sphere.

SpC 4. The ability to comprehensively use highly specialized knowledge in specific areas of regulation of international public law, international private law, and European law to solve applied problems.

SpC 5. The ability to effectively ensure the adaptation of Ukrainian legislation to EU law in law-making, law-interpreting and law-enforcing contexts, to provide legal support to European integration and Euro-Atlantic processes in various spheres of social relations.

SpC 7. Ability to represent the interests of Ukraine or individuals and legal entities in international judicial institutions, arbitrations, national courts of foreign countries.

SpC 11. The ability to ensure the implementation of international legal standards in certain areas of national legislation.

SC 13. Ability to formulate proposals for improvement and establishment of synergy between international and national law-making and law-enforcement processes.

SpC 16. Ability to work with international documentation (treaties, acts of international organizations and bodies, etc.), determine their legal nature, draft projects and accompanying documentation in Ukrainian and foreign languages.

SpC 18. The ability to forecast trends in the development of international law (public/private), European Union law and their impact on the development of national legal systems.

***Programme training outcomes:***

PTO 1. To analyze multifaceted problems of international and national legal content and propose ways to solve them.

PTO 2. To produce new ideas for solving practical tasks in the field of professional legal activity.

PTO 5. To provide legal representation of the client in national courts, international commercial arbitrations, state authorities and local self-government bodies.

PTO 7. To make informed decisions based on the acquired knowledge of international public, private and EU law and to be aware of their consequences for various subjects of national and international law.

PTO 8. To prepare drafts of international treaties and acts of national legislation, to provide proposals for eliminating conflicts between the norms of international law, as well as for bringing the norms of national law into compliance with the norms of international law.

PTO 10. To provide legal support for the processes of adaptation of various branches of Ukrainian legislation to the law of the European Union.

PTO 15. To characterize different legal systems and mechanisms of their interaction; to know the features of the international regulatory system and the place of International Law (public/private) and European Union Law in it.

PTO 16. To determine the content and legal nature of national normative legal acts, international treaties and other international documents, to identify conflicts between the norms of international treaties, between the norms of an international treaty and acts of national legislation, and propose ways to resolve them.

PTO 17. To carry out research on international legal topics, using primary sources and methods of legal interpretation of complex problems arising from this research, justify the conclusions and present the results of the research.

PTO 19. To demonstrate knowledge of the evolution, current state and prospects for the development of legal regulation of various spheres of international cooperation, to be aware of the consequences of the convergence of legal systems in the conditions of globalization and regional integration.

### **3. Content of the programme of the discipline**

## Module 1: General part of international contract law

*Sources of international trade law. The concept of Lex Mercatoria.* The concept of international trade law. Sources of international trade law: (a) international treaties (conventions); (b) national law; (c) a-national (transnational) law: (i) codified commercial customs; (ii) general principles of law and uncodified commercial customs; (iii) court and arbitration practice; (iv) standardised, model contracts; (v) soft law; (vi) legal doctrine. The concept of *Lex Mercatoria* and its place among the sources of international trade law. Basic principles of international trade law.

*Formation of a contract in international commercial practice.* The concept of a contract. "Contract" as a polysemantic term. Distinctive features of international commercial contracts. Offer and acceptance as a paradigmatic way of concluding a contract. Offer: (a) definition of the offer; (b) determination of the time during which the offer is valid: (i) the point of commencement of the offer validity period, (ii) withdrawal, cancellation and rejection of the offer. Acceptance: (a) definition of acceptance; (b) time for acceptance; (c) delayed acceptance. Pre-contractual liability. Negotiations in bad faith. Specific problems related to the use of standard forms when concluding contracts. Representation in international commercial contracts.

*Validity of contracts.* Sufficiency of an agreement in international commerce as opposed to national rules (regarding form, causation, consideration, etc.). Grounds for invalidity of a contract: (a) lack of legal capacity; (b) defects of will: (i) mistake; (ii) fraud; (iii) threats; (iv) excessive imbalance; (c) illegality. Legal consequences of the contract's invalidity.

*Content of the contract and its interpretation.* The concept of a contractual term. Difference between express and implied terms. Sources of implied terms. Criteria for distinguishing between the obligation to achieve a result and the obligation to use best efforts. René Demogne's approach. Dispositive rules on (a) quality of performance; (b) price; (c) duration of the contract. Conditional contracts: deferral and cancellation clauses. Basic principles of contract interpretation.

*Parties to the contract.* The concepts of debtor and creditor. Multiple debtors: (a) joint and several obligations; (b) separate obligations. Plurality of creditors: (a) separate claims; (b) joint and several claims; (c) joint claims. Alienability and alienation of rights. Transfer of debts. Transfer of contracts and its difference from transfer of rights.

*Performance of the contract.* General rules for performance of a contract: (a) time of performance, advance performance; (b) performance at one time and performance in parts, partial performance; (c) procedure for performance; (d) place of performance. Special rules for performance of monetary obligations. Enforcement requiring the permission of public authorities. Complications: concept and consequences.

*Breach of contract and remedies for breach of contract.* The concept of breach of contract. Forgivable and unforgivable breach. The meaning of fault in contract law. Limitation or exclusion of liability clauses. Force majeure clause. Remedies for breach of contract: (a) performance in kind (including correction of defects and replacement of improper performance); (b) termination; (c) damages; (d) withholding of performance; (e) interest on money. Rules on compatibility of several remedies.

## Module 2: Special Part of International Contract Law

*Contract for the international sale of goods.* The concept of the contract of international sale of goods. Comparison of commercial and consumer contracts of sale. Conclusion of an international sale of goods contract. Seller's obligations and remedies in case of breach of contract by the seller. Buyer's obligations and remedies in case of breach of contract by the buyer. Transfer of risks and transfer of ownership. Incoterms.

*Contracts for the international carriage of goods: general remarks.* The concept of a contract for the international carriage of goods. Types of contracts of international carriage of goods depending on the mode of transport; relevant international conventions. The proper form of concluding a contract for the international carriage of goods. Transport documents. Obligations of the carrier. Carrier's liability: (a) period of

liability; (b) grounds for liability; (c) limits of liability. Obligations and liability of the sender.

*International financial leasing agreements.* The concept and essential features of an international financial leasing agreement. Rights and obligations of the lessor. Rights and obligations of the lessee. Responsibility of the supplier.

#### **4. Scope and structure of the discipline**

##### **4.1 For full-time higher education students**

No. p/n	Date of the event (according to the schedule)	Topics	Volume in hours			
			In total	Including		
				Lectures	Workshops, seminars, colloquia, etc.	Independent work
		<b>Module 1: General part</b>				
		<b>Topic 1:</b> Sources of international trade law	14	2	2	10
		<b>Topic 2.</b> Formation of a contract in international commercial practice	14	2	2	10
		<b>Topic 3.</b> Validity of contracts	18	4	4	10
		<b>Topic 4.</b> Content of the contract and its interpretation	14	2	2	10
		<b>Topic 5.</b> Parties to the contract	14	2	2	10
		<b>Topic 6:</b> Performance of the contract	14	2	2	10
		<b>Topic 7.</b> Breach of contract and remedies	16	4	2	10
		Total	104	18	16	70
		<b>Module 2: The special part</b>				
		<b>Topic 1:</b> Contract for the international sale of goods	18	4	4	10
		<b>Topic 2.</b> Contracts for the	14	2	2	10

		international carriage of goods				
		<b>Topic 3.</b> International financial leasing agreements	14	2	2	10
		Total	46	8	8	30
		<b>Total hours / ECTS credits</b>	<b>150/5,0</b>	<b>26</b>	<b>24</b>	<b>100</b>

#### 4.2. For part-time higher education students

No. p/n	Date of the event (according to the schedule)	Topics	Volume in hours			
			In total	Including		
				Lectures	Workshops, seminars, colloquia, etc.	Independent work
		<b>Module 1: General part</b>				
		<b>Topic 1:</b> Sources of international trade law	15	2	-	13
		<b>Topic 2.</b> Formation of a contract in international commercial practice	18	2	2	14
		<b>Topic 3.</b> Validity of contracts	14	-	-	14
		<b>Topic 4.</b> Content of the contract and its interpretation	14	-	-	14
		<b>Topic 5.</b> Parties to the contract	13	-	-	13
		<b>Topic 6:</b> Performance of the contract	14	-	-	14
		<b>Topic 7.</b> Breach of contract and remedies	18	2	2	14
		Total	106	6	4	96
		<b>Module 2: The special part</b>				
		<b>Topic 1:</b> Contract for the international sale of goods	16	-	2	14
		<b>Topic 2.</b> Contracts for the international	14	-	-	14

		carriage of goods				
		<b>Topic 3.</b> International financial leasing agreements	14	-	-	14
		Total	42	-	-	42
		<b>Total hours / ECTS credits</b>	<b>150/5,0</b>	<b>6</b>	<b>6</b>	<b>138</b>

### *5. Forms of pedagogical control and means of assessing learning outcomes*

The assessment of the results of mastering the discipline "International Contract Law" involves current and final assessments and is carried out on the basis of a cumulative point-rating system.

The current assessment of student's knowledge includes:

- assessment of the quality of students' mastering of the programme material of the discipline in seminars using the following means: oral, written or express tests, solving practical problems or tasks, participation in the development of a case, defence of an essay or report on the topics chosen by the student. The current assessment is aimed at checking the student's level of mastering the target material. During a seminar, a student can receive a grade on a four-point scale (0, 3, 4, 5);
- assessment of student's mastery of the programme material of the discipline, which is carried out at the end of the modules in the form of colloquia.

During the semester, students are required to complete independent written work. The maximum grade for this work is 10 points.

The form of the final assessment of knowledge of higher education students in the discipline is an **exam**. The minimum grade for the results of the current assessment and independent work, with which the student is allowed to take the exam, is 25 points.

### **Distribution of points between forms of organisation of the educational process and types of control measures:**

<b>Current assessment</b>					<b>Final assessment (exam)</b>
Module 1		Module 2		Independent work of students	
n/a	Colloquium	n/a	Colloquium		
max 10	max 5	max 10	max 5	max 10	max 60

### ***6. Criteria for assessing learning outcomes***

Type of assessment	Number of points	Criteria (for each assessment)
Current assessment in a seminar	Max 5	Excellent mastery of the subject material, with some minor deficiencies.
	4	Good understanding of the topic, but some mistakes.
	3	Satisfactory level of mastery of the material, a significant number of errors.
	Min 0	Unsatisfactory level of learning.
Colloquium	Max 5	The results of the material processing are high, with a small number of minor errors.
	3	Satisfactory level of mastery of the material, a significant number of errors.
	Min 0	Unsatisfactory level of learning.
Independent work of students	Max 10	The work is designed in accordance with the requirements of the department. The paper contains references to sources and own conclusions, there are no methodological errors. The defence demonstrates in-depth knowledge of the topic, as well as the validity of conclusions, positions, classifications, etc.
	7	The work is designed in accordance with the requirements of the department. The paper contains references to sources, the author's own conclusions, and methodological errors are minor. During the defence, sufficient knowledge of the topic is demonstrated, as well as the validity of conclusions, positions, classifications, etc.
	5	The work is executed in accordance with the requirements of the department but with minor errors. The paper contains references to sources, the author's conclusions, and methodological and substantive errors. During the defence, sufficient knowledge of the topic is demonstrated, but there are problems with the argumentation of certain concepts and judgements in the work, and the proof of the conclusions.

	3	<p>The work is executed with errors and violations of the departmental requirements for the form of work.</p> <p>The work contains methodological and substantive errors, and the number of sources used to substantiate the research and conclusions is insufficient.</p> <p>During the defence, there are difficulties in disclosing the content of the topic, presenting arguments regarding certain provisions of the work, and proving the validity and proof of the conclusions.</p>
	Min 0	<p>The paper is not properly formatted, does not cite sources, and contains methodological errors.</p> <p>During the defence, the author of the work cannot demonstrate knowledge of the chosen topic, provide arguments for the concepts and analyse the information.</p> <p>The work is performed in violation of the requirements of academic integrity.</p>

Exam	Max 60	<ol style="list-style-type: none"> <li>1. Comprehensive, systematic and in-depth knowledge of the material provided by the programme of the discipline, including orientation in the main scientific doctrines and concepts of the discipline.</li> <li>2. Mastering the main and additional literature recommended by the department.</li> <li>3. Ability to independently replenish knowledge in the discipline and use the acquired knowledge in practical work.</li> </ol>
	55	<ol style="list-style-type: none"> <li>1. Full knowledge of the material provided by the programme of the discipline.</li> <li>2. Mastering the main literature and getting acquainted with additional literature recommended by the department.</li> <li>3. Ability to independently replenish knowledge in the discipline, understanding their importance for practical work.</li> </ol>
	50	<ol style="list-style-type: none"> <li>1. Sufficiently complete knowledge of the material provided for in the discipline's programme, with no significant inaccuracies in the answer.</li> <li>2. Mastering the basic literature recommended by the department.</li> <li>3. Ability to independently replenish knowledge in the discipline, understanding their importance for practical work.</li> </ol>
	45	<ol style="list-style-type: none"> <li>1. Knowledge of the basic material provided by the programme of the discipline in an amount sufficient for further study and future work in the profession.</li> <li>2. Mastering the basic literature recommended by the department.</li> </ol>

		3. Errors and significant inaccuracies in the answer during the exam which can be eliminated by a student himself/herself or with the help of a teacher.
	40	1. Knowledge of the basic material provided by the programme of the discipline to the extent sufficient for further study and future work in the profession. 2. Familiarity with the main literature recommended by the department. 3. Errors in the answer during the exam the most significant of which can be eliminated with the help of a teacher.
	35	1. Gaps in knowledge of certain parts of the basic material of the programme of the discipline. 2. Errors in the answer during the exam.
	0	1. Lack of knowledge of a significant part of the basic material of the programme of the discipline. 2. Inability to continue studying or performing professional activities without taking a repeat course in this discipline.

### *7. Pedagogical control for full-time/part-time students*

#### **The scale of final pedagogical control**

<b>Assessment on the ECTS scale</b>	<b>Description</b>	<b>Grade under the national system of assessment</b>	<b>Grade under 100-grades scale of the YMNLU</b>
<b>A</b>	Excellent - excellent performance, with only a few errors	5	90 - 100
<b>B</b>	<b>Very good</b> - above average with a few errors	4	80 - 89
<b>C</b>	<b>Good</b> - generally correct work with a number of minor errors		75 - 79
<b>D</b>	<b>Satisfactory</b> - not bad, but with a significant number of shortcomings	3	70 - 74
<b>E</b>	<b>Sufficient</b> - performance meets the minimum criteria		60 - 69
<b>FX</b>	<b>Unsatisfactory</b> - you need to work on it before retaking it	2	20 - 59
<b>F</b>	<b>Unsatisfactory</b> - serious further work is required, a repeat course is mandatory		1 - 19

## 8. Educational, methodological and informational support of the discipline

### Normative and legal acts

1. Common European Sales Law. The Commission's proposal for a regulation (COM(2011) 635 final). URL: <https://www.beuc.eu/sites/default/files/publications/2012-00202-01-e.pdf> (accessed 15.06.2022).
2. Convention on Agency in the International Sale of Goods (Geneva, 17 February 1983). URL: <https://www.unidroit.org/wp-content/uploads/2021/06/agency-convention1983.pdf> (accessed 15.06.2022).
3. Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods (The Hague, 1 July 1964). URL: <https://www.unidroit.org/english/conventions/1964ulfc/convention-formation-contracts-international-sale-goods1964.pdf> (accessed 15.06.2022).
4. Draft Common Frame of Reference. URL: <https://sakig.pl/wp-content/uploads/2019/01/dfcr.pdf> (accessed 15.06.2022).
5. Model Clauses for Use by Parties to the UNIDROIT Principles of International Commercial Contracts. URL: <https://www.unidroit.org/instruments/commercial-contracts/upicc-model-clauses/> (accessed 15.06.2022).
6. Principles of European Contract Law. URL: [https://www.trans-lex.org/400200/\\_pecl/](https://www.trans-lex.org/400200/_pecl/) (accessed 15.06.2022).
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10. Uniform Rules Concerning Contractual Clauses for an Agreed Amount Due in the Event of Default (1983). URL:  
[https://uncitral.un.org/ru/texts/salegoods/contractualtexts/failure\\_of\\_performance](https://uncitral.un.org/ru/texts/salegoods/contractualtexts/failure_of_performance) (accessed 15.06.2022).
11. Incoterms. Official Rules for the Interpretation of Trade Terms of the International Chamber of Commerce (2000 edition). URL:  
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12. United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (New York, 2008) (Rotterdam Rules). URL:  
[https://zakon.rada.gov.ua/laws/show/995\\_k30#Text](https://zakon.rada.gov.ua/laws/show/995_k30#Text) (accessed 15.06.2022).
13. UN Convention on the Use of Electronic Communications in International Contracts (New York, 2005). URL:  
[https://www.un.org/ru/documents/decl\\_conv/conventions/elect\\_com.shtml](https://www.un.org/ru/documents/decl_conv/conventions/elect_com.shtml) (accessed 15.06.2022).
14. UN Convention on the Assignment of Receivables in International Trade (New York, 2001). URL:  
[https://www.un.org/ru/documents/decl\\_conv/conventions/pdf/debit.pdf](https://www.un.org/ru/documents/decl_conv/conventions/pdf/debit.pdf) (accessed 15.06.2022).
15. UN Convention on the Carriage of Goods by Sea, 1978 (Hamburg Rules). URL: [https://zakon.rada.gov.ua/laws/show/995\\_391#Text](https://zakon.rada.gov.ua/laws/show/995_391#Text) (accessed 15.06.2022).
16. Convention on the Contract for the International Carriage of Goods by Road (Geneva, 19 May 1956) (CMR). URL:  
[https://zakon.rada.gov.ua/laws/show/995\\_234#Text](https://zakon.rada.gov.ua/laws/show/995_234#Text) (accessed 15.06.2022).

17. Convention on International Carriage by Rail (COTIF). URL:  
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18. Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28.05.1999). URL:  
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19. UNIDROIT Convention on International Financial Leasing:  
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20. On foreign economic activity: Law of Ukraine No. 959-XII of 16.04.1991.  
 URL: <https://zakon.rada.gov.ua/laws/show/959-12#Text> (accessed 15.06.2022).
21. On private international law: Law of Ukraine No. 2709-IV of 23.06.2005.  
 URL: <https://zakon.rada.gov.ua/laws/show/2709-15#Text> (accessed 15.06.2022).

### *Literature*

#### *Basic literature:*

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5. <https://www.hcch.net/>
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#### SEEMC

Standardized electronic educational and methodological complex "International Contract Law". URL: <https://neik.nlu.edu.ua/moodle/course/view.php?id=794>.