

PRI-AIN756

by S S

Submission date: 21-Apr-2023 01:21AM (UTC-0700)

Submission ID: 2071139545

File name: PRI-AIN756.docx (27.78K)

Word count: 3453

Character count: 19260

GMDGBS206 INTERNATIONAL BUSINESS LAW

Table of Contents

Part 1:	2
1a.....	2
1b.....	3
Advising Eric	3
Advising Memoona.....	4
Part 2:	5
2a.....	5
2b.....	6
Part 3:	7
3a.....	7
References	9

Part 1:

1a.

International Business Law refers to the legal provisions that guarantee legal commercial agreements across international borders. International Business Law is a pivotal part of the growth in the economy worldwide since it allows social and economic connections to build and transnational transactions to flourish (Wettstein *et al.*, 2019, p. 55). The provisions of International Business Law lies on the reliability and trust of an agreement or contract made between the parties of two or more nations in context. The issue arises **when there is a breach in the agreement or contract between the parties to agreement**. In this context, Ellie and Memoona are the parties to the agreement and the breach occurred when Ellie refused to meet her side of the agreement. Refusing to commit her side of the agreement, Ellie has committed a **breach of trust and agreement** to Memoona. This breaks the fundamental basis of International Business Law and is an issue in the existence of International Trade Practice. International Business law requires a free and consenting trade between the parties. Several instances of Public Corruption by officials and administrators are documented and can be studied with reference to literary works by authors (Bahoo *et al.*, 2020, p. 45). Corruption and breach of agreement is always a result of the shift in demand, change in the requirement of conditions and the failure in performance as stated in the original agreement or contract. Ellie and Memoona, the parties to the agreement, are residents of Paris and London respectively. Their agreement consisted of Ellie selling off a picture her grandmother left her to Memoona for £5,000. Memoona and Ellie's agreement were in effect since the latter was to move from Paris to London to meet the clause in the agreement. Ellie withdraws from the agreement and refuses to handover the picture in context of the agreement to Memoona which causes the **breach of agreement**.

In the legendary case of *Planche v Colburn [1831] EWHC KB J56*, the claimant had an agreement with the defendant to write a book for a sum of £1,000 (e-lawresources.co.uk, 2023). The claimant performed his duties and was on the verge of almost completing it when the defendant dismissed the order and refused to pay the agreed sum. The judge declared the case in favour of the claimant since there existed a breach of agreement (bloomsburycollections.com, 2023). In the context of Ellie and Memoona therefore, the breach of agreement is the prevailing issue. This occurred because Ellie contacted a third person, Herve, who quoted the price of the picture to be worth £500,000. This to Ellie is a ransom figure as compared to her original offer from Memoona. She withdrew herself from the agreement without informing Memoona of her loss in interest, thus performing the breach

of agreement. The legal issue from the perspective of International Business Law and Trade therefore, is the breach of trust and breach of agreement.

1b

Advising Eric

International Business Laws and Trade practices revolve around securing the trust, confidentiality and acceptance of an agreement or contract. The issue in context is between the parties, Memoona and Eric Suppliers, where a breach of legal contract occurred. Memoona had contracted Eric Suppliers Ltd to renovate her gallery to hold an exhibition for 200 people on the 2nd of January 2022. Her contract to Eric was specific and it contained instructions to complete the job by 27th of December 2021. Memoona's contract had specific requirements from Eric Suppliers Ltd and therefore, the contract between them was inclusive of these requirements. The issue arises when Eric Suppliers Ltd failed to execute his duties to meet Memoona's contractual essentials. He met half of his contract as he finished his installation works within the deadline given but could not complete the painting aspect of the job until the 1st of January 2022. Memoona refused to pay Eric and cancelled the exhibition. Eric therefore is advised to claim the payment for the installation work he did within the deadline.

Eric Suppliers Ltd has completed half of his work as per the contract. The advice to Eric would hence be to file a legal suit and claim for the installation work he completed within the deadline. There was a clear breach of contract from Memoona's side since she refused Eric the entire payment. In *Davis Contractors v Fareham UDC [1956] AC 696*, Davis Contractors the claimant was given a contract by Fareham council, the defendant (thomsonreuters.com, 2023). The contract was to build houses for a sum of £85,836. This work was to be done following a deadline of eight months which the claimants failed. The judge however declared that the claimants were entitled to receive the extra amount of money ***based on the principle of quantum merit basis*** (casemine.com, 2023). This in reference to Eric Suppliers Ltd's advice to claim the right to receive payment from Memoona for the installation work he completed within the deadline.

The International Business Laws are a universal set of laws that helps to exercise provisions to combat legal issues between parties to an agreement or contract in more than one nation. The provisions of international Business Laws and Trade also consider the provisions of UNIDROIT principles of International Commercial Contracts (academic.oup.com, 2023). These principles govern International Contractual Relations based on contracts performed between parties in different countries or if such contracts contain legal conflicts in

transnational laws. In Eric Suppliers Ltd and Memoona's case it is clear that both parties are citizens of the UK and the laws they will abide by will be laws oriented to the UK. Thus, UNIDROIT principles have no room to supervise the contractual principles in Eric and Memoona's case.

Advising Memoona

Memoona's contract for Eric Suppliers Ltd clearly included a time span for Eric to fulfil his contractual obligations of renovating her gallery. The issue arose when he failed to complete his renovations within deadline and also questioned the quality of his work. This was a clear breach of contract by Eric. This also questions negligence in duty of care under law of torts (Stoyanova 2020, p. 641). This negligence in duty of care violates a party's fiduciary duty. In this context Eric Suppliers Ltd violated Memoona's trust in Eric.

Memoona had cancelled the exhibition on the grounds that Eric used the wrong paint with a toxic smell. The quality of paint was the issue for Memoona, not the factor that Eric Suppliers Ltd had not met the desired deadline on the 27th of December 2021. Memoona's cancellation of the exhibition terminates the purpose of the contract, a reason which prompts Memoona to seek £500,000 as compensation for the cancellation of her exhibition. In *Home Office v Dorset Yacht Co Ltd* [1970] AC 1004, the judge found that the home office had acted negligently (professionalnegligenceclaimsolicitors.co.uk, 2023). Therefore, it was held that the Home Office owed duty, compensation and care for the damage caused to Dorset Yacht by the young offenders.

The fiduciary responsibility of duty of care is key to accepting a contract that requires the parties to build a relationship of a trustee and beneficiary. Therefore, in context to the relevant case of Memoona and Eric Suppliers Ltd, Eric has not performed his fiduciary responsibility of duty of care. Eric, by applying a low quality of paint put Memoona in a position where she either had the choice of shifting the venue or cancelling the exhibition entirely. Since the low quality paint gave off a toxic smell, Memoona's gallery was uninhabitable for such an exhibition. Eric Suppliers Ltd's lack of negligence of duty of care is pivotal to show the loss suffered by Memoona. Therefore, this gives Memoona the legitimate grounds to claim for her compensation. The suggestion to Memoona therefore is to establish Eric's lack of responsibility and care to claim for her compensation.

Memoona has the legal right to sue Eric Suppliers Ltd for the negligent act and also equally seek compensation for the damages caused to her. Memoona therefore, can be advised to seek legal remedies and sue Eric under the grounds of breach of contract and negligence of duty of care in tort. However, to prove her claims against Eric suppliers Ltd, to seek £500,000 from

Eric, Memoona must be able to provide proof and evidence of Eric's negligence to be able to justify her claims. Providing evidence in a court of law aids the claimant to give reasons for demanding compensation.

The International Business Laws has to abide by international policies that the United Nations or UN introduce at their conventions related to trade and commerce. The convention introduces Global Trade Alerts and necessary Compliance Policies for the parties to a contract. Making use of the available Global Trade Alert directory gives the parties access to the comprehensive commercial policy changes affecting international trade (Evenett 2019, p. 25). In context to Memoona and Eric Suppliers Ltd, the compliance policies and Global Trade Alert clauses would be in effect since the UK is a part of the countries that make such accords relevant to International Business Laws and Trade.

Part 2:

2a

Software in the United Kingdom or UK is protected under the Copyright Designs and Patents Act, 1988 or CDPA, 1988. This Act under Chapter 1, Section 3A (1) guarantees any creator of software the copyright by law (legislation.gov.uk, 2023). The Copyright law gives creators the exclusive legal right to claim ownership over their creation. In the context of copyright ownership and the matter, Hiades Ltd is the owner of the software since they developed it. Hiades Ltd therefore, under the Copyright Designs and Patents Act, 1988 enjoys the absolute moral, commercial and ownership rights. The issue is that Hiades Ltd found that their software is being used without licence by some companies. This causes a breach of copyright for Hiades Ltd and they can claim for their *copyright* ownership in a court of law.

Computer applications, software and databases enjoy a series of software protection since they consist of an invention and design material providing for an additional *patent* claim. They are protected as literary works under CDPA 1988. Hiades Ltd in context therefore has the right to establish the fact that they were the makers of the software. The Chapter 2, Sections 16-27 of CDPA, 1988 safeguards the creator's copyrights ownership. Hiades Ltd hence, can be advised to refer to these provisions of CDPA, 1988 to prove their *copyright* claim of the software. In *HRH Duchess of Sussex v Associated Newspapers Ltd [2021] EWCA Civ 1810*, it was held that the claimant had the copyright ownership over a private letter in spite of being a public person and the defendant had no right to publish it (judiciary.uk, 2023). This aforementioned judgement in context to Hiades Ltd allows them to claim the *copyright and patent* ownership over their created software.

The misuse of the software by other companies is the legal issue in this context. However, the software was created by Hiades Ltd to unify and aid the operations related to administration. This guarantees the fact that the software was made for public use. The legal issue however arises when any company, individual or entity uses Hiades Ltd's software without giving the creator due credit. Hiades Ltd therefore can be advised to use the aforementioned provisions of "Chapter 2, Sections 16-27" of CDPA, 1988 to establish their *copyright* ownership of the software. The advice to Hiades Ltd would also additionally recommend them to incorporate "Chapter 3, Sections 50A-56" to assert the permitted acts of a copyrighted material (legislation.gov.uk, 2023). These aforementioned sections do not permit any company to wrongfully duplicate, commercially exploit and reproduce the software without crediting Hiades Ltd. The suggestions and advice to Hiades Ltd is to identify the companies violating the property and to claim his rights in front of Intellectual Property Enterprise Court or IPEC against them. The lawsuit will help Hiades Ltd to claim remedies and compensation for misusing their copyrighted material.

2b

Intellectual Property Law deals with the conferring of legal protection to creators, inventors and authors over their content. The protection depends on the type of content and the provisions of law that can be used to protect the creator's content. The principles generally revolve around the concepts and ideas used to create the content. In context to Hiades Ltd, the content in context is software that requires invention of a programme in addition to an idea. The ideas can be protected using legal provisions and such protection is a fundamental right of a creator in Europe (Geiger and Izyumenko 2020, p. 290). Therefore, the software by Hiades Ltd holds both the rights of *copyright* and *patent* under the Copyrights, Designs and Patents Act, 1988 or CDPA, 1988.

Hiades Ltd can be advised using the principles of Copyrights ownership laid down in CDPA, 1988. The suggestion consists of specific provisions under Chapter 2, Sections 16-27 and Chapter 3, Sections 50A-51 which will protect Hiades Ltd to claim ownership on the principle of copyright needs to be protected. Hiades Ltd can also be additionally advised to seek remedy by claiming patent ownership under Part 5, Sections 274-286 and Part 6, Sections 287-295 of the CDPA, 1988 (legislation.gov.uk, 2023). Being a creator of software also gives Hiades Ltd, the option to licence their creation. The advice consists of including provisions of copyrights licensing under Chapter 7 of the CDPA, 1988 (legislation.gov.uk, 2023). Hiades Ltd being a company based in the UK can access legal protection using the aforementioned provisions and principles laid down in UK law.

Part 3:

3a

Death Star Group Ltd is a company that operates in the aerospace industry. They are required to submit more information on climate changes due to their operational methods in the next annual meeting. The required publication can negatively impact Death Star Group Ltd since it is going to give away information that the other aviation and aerospace industries do not publish. The legal issues encompass the liability the aerospace industry has to contribute and improve the environment. This includes publishing reports on measures taken to reduce carbon emissions but also incorporating materials in their plan of action that are sustainable. The legal issue here is that, to maintain transparency to Death Star Group Ltd's shareholders, the company is giving away information and strategies to competitors (Altıparmak and Xiao 2021, p. 730). This violates Death Star's data rights and is also giving away pivotal information about the company's take on the aerospace industry to the competitors.

The aviation and aerospace industry is striving and integrating newer advancements and methods to contribute to the planet and its goal to reach sustainability. But in spite of efforts and technological sustainability, the climatic changes are at its peak. These unpredictable climate changes have impacted the aerospace and aviation industry on a large scale. The increase in storms and their impacts have affected the airline industry by causing the industry's loss in efficiency; storms cause flight delays and rerouting differently.

The increase in global warming has caused altitudinal temperature differences, thereby causing loss in navigation performance. There is also a constant rise in sea level globally and that poses a great danger for the aviation industry. Many airports in the European Aviation Civil Conference or EACC region face the risk of being drowned in floods. Such loss of airports will pose a threat to the industry by causing a temporary shut down and loss of airline resources. There is also a shift in wind pattern and the changes in them cause an increasing risk of turbulence. These risks cause flight delays, slowing of flight movements and accidents eventually (Ryley *et al.*, 2020, p. 60). The aforementioned climatic changes affect the industry; therefore Death Star Group Ltd must also consider publicising these risk elements in their disclosure. This affects the reliability of the aerospace industry and Death Star Group Ltd as a whole.

The advice to Death Star Group Ltd revolves around the disclosure of risks and financial impacts on them while also critically analysing the corporate culture. Death Star Group Ltd. owns a liability to be transparent to their investors and stakeholders. The information that is requested to be additionally published holds the company's strategies, integration of policies

and sustainable improvements. This gives away operational benefits of Death Star Group to the competitors. The aerospace and aviation industry is the only industry that does not fall under the World Trade Organisation or WTO (Hoekman and Sabel 2019, p. 300). This is a reason why the airline or aerospace industries worldwide are run by different State owned and private committees. This makes the industry unpredictable for economic and sectoral growth. Therefore, publicising risks and elemental dangers will put Death Star Group Ltd in an unstable position.

The losses and damages related to the disclosure of information might also put Death Star Group Ltd to lose stakeholders and investors. Although the information violates their data rights, this series of information will be available for public interests. The financial loss incurred due to the loss in stakeholders would put Death Star Group Ltd behind the competitors. The corporate culture is aggressive and merciless in nature, thus it is imperative for Death Star Group Ltd to obtain data rights relevant to their country's laws. The advice to obtain data rights is essential as it constitutes a critical instrument that empowers data published and imposes fiduciary responsibility on the readers (academic.oup, 2023). This is done to identify and locate the problems and use the information through intermediaries.

The advice is to enlist themselves as Data Rights Intermediaries or DRIs which will help them to guard and establish their legal and business oriented information. The perusal of such information cannot therefore be misused or context wrongly by their competitors. Death Star Group Ltd can maintain their operational transparency to the stakeholders as well as context their information to be used only for ethical reasons. This published information cannot be used in context by the competitors for any wrongful intention or purpose.

References

academic.oup (2023), *Intermediating data rights exercises: the role of legal mandates* Available at: <https://academic.oup.com/idpl/article/12/4/316/6762039> [Accessed on: 21 April 2023]

academic.oup.com (2023), *The law governing international commercial contracts and the actual role of the UNIDROIT Principles* Available at: <https://academic.oup.com/ulr/article/23/1/15/4944890> [Accessed on: 20 April 2023]

Altıparmak, S.C. and Xiao, B., (2021). A market assessment of additive manufacturing potential for the aerospace industry. *Journal of Manufacturing Processes*, 68, pp.728-738.

Bahoo, S., Alon, I. and Paltrinieri, A., (2020). Corruption in international business: A review and research agenda. *International Business Review*, 29(4), p.101660.

bloomsburycollections.com (2023), *Chapter 4. Planché v Colburn (1831)* Available at: <https://www.bloomsburycollections.com/book/landmark-cases-in-the-law-of-restitution/ch4-planche-v-colburn-1831> [Accessed on: 20 April 2023]

casemine.com (2023), *Davis Contractors V Fareham Urban DC* Available at: <https://www.casemine.com/judgement/uk/5a8ff87860d03e7f57ec1060> [Accessed on 20 April 2023]

e-lawresources.co.uk (2023), *Planche v Colburn [1831] EWHC KB J56 Kings Bench Division* Available at: <https://www.e-lawresources.co.uk/Planche-v-Colburn.php> [Accessed on: 20 April 2023]

Evenett, S.J., (2019). Protectionism, state discrimination, and international business since the onset of the Global Financial Crisis. *Journal of International Business Policy*, 2, pp.9-36.

Geiger, C. and Izyumenko, E., (2020). The constitutionalization of intellectual property law in the EU and the Funke Medien, Pelham and Spiegel Online decisions of the CJEU: progress, but still some way to go!. *IIC-International Review of Intellectual Property and Competition Law*, 51, pp.282-306.

Hoekman, B. and Sabel, C., (2019). Open plurilateral agreements, international regulatory cooperation and the WTO. *Global Policy*, 10(3), pp.297-312.

judiciary.uk (2023), *HRH THE DUCHESS OF SUSSEX AND ASSOCIATED NEWSPAPERS LIMITED* Available at: <https://www.judiciary.uk/wp-content/uploads/2022/07/Sussex-v-Associated-News-judgment-021221.pdf> [Accessed on: 20 April 2023]

legislation.gov.uk (2023), *Copyright, Designs and Patents Act 1988* Available at: <https://www.legislation.gov.uk/ukpga/1988/48/section/3A> [Accessed on: 20 April 2023]

legislation.gov.uk (2023), *Copyright, Designs and Patents Act 1988* Available at: <https://www.legislation.gov.uk/ukpga/1988/48/contents> [Accessed on: 20 April 2023]

legislation.gov.uk (2023), *Copyright, Designs and Patents Act 1988* Available at: <https://www.legislation.gov.uk/ukpga/1988/48/part/V> [Accessed on: 21 April 2023]

legislation.gov.uk (2023), *Copyright, Designs and Patents Act 1988* Available at: <https://www.legislation.gov.uk/ukpga/1988/48/part/I/chapter/VII> [Accessed on: 21 April 2023]

professionalnegligenceclaimsolicitors.co.uk (2023), *Key Negligence Case Law* Available at: <https://professionalnegligenceclaimsolicitors.co.uk/landmark-famous-uk-tort-cases-advice/> [Accessed on: 20 April 2023]

Ryley, T., Baumeister, S. and Coulter, L., (2020). Climate change influences on aviation: A literature review. *Transport Policy*, 92, pp.55-64.

Stoyanova, V., 2020. Common law tort of negligence as a tool for deconstructing positive obligations under the European convention on human rights. *The International Journal of Human Rights*, 24(5), pp.632-655.

thomsonreuters.com (2023), *Davis Contractors v Fareham Urban DC [1956] UKHL 3 (19 April 1956)* Available at: [https://uk.practicallaw.thomsonreuters.com/D-000-6273?transitionType=Default&contextData=\(sc.Default\)&firstPage=true](https://uk.practicallaw.thomsonreuters.com/D-000-6273?transitionType=Default&contextData=(sc.Default)&firstPage=true) [Accessed on: 20 April 2023]

Wettstein, F., Giuliani, E., Santangelo, G.D. and Stahl, G.K., (2019). International business and human rights: A research agenda. *Journal of World Business*, 54(1), pp.54-65.

ORIGINALITY REPORT

4%

SIMILARITY INDEX

3%

INTERNET SOURCES

0%

PUBLICATIONS

2%

STUDENT PAPERS

PRIMARY SOURCES

1

Submitted to The University of Law Ltd

Student Paper

1%

2

www.coursehero.com

Internet Source

<1%

3

Submitted to Southampton Solent University

Student Paper

<1%

4

Submitted to Monash University

Student Paper

<1%

5

Submitted to Global Banking Training

Student Paper

<1%

6

stop43.org

Internet Source

<1%

7

studymoose.com

Internet Source

<1%

8

slideplayer.com

Internet Source

<1%

9

sbus.hsu.edu.hk

Internet Source

<1%

Exclude quotes On

Exclude matches Off

Exclude bibliography On

FINAL GRADE

/0

GENERAL COMMENTS

Instructor

PAGE 1

PAGE 2

PAGE 3

PAGE 4

PAGE 5

PAGE 6

PAGE 7

PAGE 8

PAGE 9

PAGE 10

PAGE 11

PAGE 12