



YLIOPISTOTENTTILOMAKEPOHJA / UNIVERSITY EXAM TEMPLATE

Opiskelijan nimi / Student name:	Opiskelijanumero / Student number:
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Opintojakson koodi and nimi / The code and the name of the course: <b>721541S Legal issues in international business and innovation</b>	
Tiedekunta / Faculty: Oulun yliopiston kauppakorkeakoulu / Oulu Business School	
Tentin pvm / Date of exam: 25 <sup>th</sup> Feb 2016	Tentin kesto tunteina / Exam in hours: 3
Tentin nro / No. of the exam: Exam 1 (esim. Tentti, 1. uusinta, 2. uusinta /e.g. Exam, 1. retake, 2. retake)	Opintopistemäärä / Credit units: 6
Tentaattori(t) / Examiner(s): Pia Hurmelinna-Laukkanen	Sisäinen postios. / Internal address: <b>6 OyKKK</b>
Sallitut apuvälineet / The devices allowed in the exam: <input type="checkbox"/> Nelilaskin / Standard calculator <input type="checkbox"/> Funktiolaskin / Scientific calculator <input type="checkbox"/> Ohjelmoitava laskin / Programmable calculator <input checked="" type="checkbox"/> Muu materiaali, tarkennettu alla / Other material, specified below: <b><i>Specific types of notes ("crib sheet", "lunttilappu"):</i></b> <i>One <u>A4-size</u> paper with notes; readable without any aids/help, etc.</i> <i><u>Handwritten</u> (no copies, no scanned papers, but originals)</i> <i><u>One-sided</u> (nothing on the other side)</i> <i><u>The paper has to be left with other papers</u></i>	
Tenttiin vastaaminen / Please answer the questions: <input checked="" type="checkbox"/> Suomeksi / in Finnish <input checked="" type="checkbox"/> Englanniksi / in English	
Kysymyspaperi on palautettava / Paper with exam questions must be returned: <input checked="" type="checkbox"/> Kyllä / Yes <input type="checkbox"/> Ei / No	

## General instructions

### **Answer all questions in the exam**

**Essays:** Use max 2 pages for answering questions. For descriptive answers, discuss as many sides of the topic as possible; for comparisons, genuinely compare different aspects (instead of providing separate descriptions of each)

**Cases:** Use max 2 pages for answering.

When answering the questions, (1) give names/labels to all legal phenomena in the case description, (2) tell the general rules related to them briefly and (3) apply the rules to the case(s).

The case descriptions may not be all-inclusive: Remember to take into account different alternatives (if a certain type of issue is present/real, then certain consequences apply; if the issue is not true, other types of consequences apply, etc.). Justification and reasoning is even more important than just plain final answer.

1)

Choose one area of law discussed during the course, where there are notable differences across countries or regions of the world, and describe – through both theoretical considerations and with the help of examples – how these differences affect doing business internationally. Correspondingly, choose one area where similarities are notable, and describe these using precise terminology and via examples.

2)

Your firm USACO, a US company, wants to buy gadgets to be sold downstream to end-customers, and subsequently contacts several firms in different locations for offers. USACO can only enter into an agreement with one firm.

Following this, a British firm UKICO sends an offer to USACO on 20th March 2016, noting that the offer will be valid until end of April 2016. USACO receives the offer on 23th March.

As the transaction is not overly complicated, there already are clear and unambiguous terms stating that USACO will be the only provider of the products in the US markets except for UKICO, and in line with this, the contract includes clear terms regarding purchasing price and price development of the products, price for selling the products, warranties, limitation of liabilities, delays, force majeure, ownership, delivery point, milestones, and shipping. According to the contract, the applicable law is that of UK, and if problems emerge arbitration will be utilized. The gadget that you are selling is protected with a patent owned by UKICO, and it is noted that in case you detect any infringements, you should notify UKICO as soon as possible.

USACO decides to ask for some changes and sends the response to UKICO on 1st April, which UKICO receives on 3rd April. UKICO decides to accept and sends its acceptance to USACO on 6th April.

However, USACO gets even a better offer (especially because in this offer, USACO would be the only seller of the products in the US market) from FRANCO, a firm located in France, late on 6th April, and sends a message to UKICO as the first thing on 7th April cancelling its last response to UKICO.

In the middle of all this, USACO managers ask you what kind of legal issues and rules there are involved in this situation, and which ones of these they really need to pay attention to in order to avoid legal, and business related problems. Please, provide a max two-page answer to the managers.