



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:

721541S Legal issues in international business and innovation

Tiedekunta / Faculty: Oulun yliopiston kauppakorkeakoulu / Oulu Business School

Tentin pvm / Date of exam: 4th Apr 2017

Tentin kesto tunteina / Exam in hours: 3

Tentin nro / No. of the exam: **1. retake**
(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:
6 OyKKK

Sallitut apuvälineet / The devices allowed in the exam:

Nelilaskin /
Standard calculator

Funktiolaskin /
Scientific calculator

Ohjelmoitava laskin /
Programmable calculator

Muu materiaali, tarkennettu alla / Other material, specified below:

Specific types of notes ("crib sheet", "lunttilappu"):

One A4-size paper with notes; readable without any aids/help, etc.

Handwritten (no copies, no scanned papers, but originals)

One-sided (nothing on the other side)

The paper has to be left with other papers

Tenttiin vastaaminen / Please answer the questions:

Suomeksi / in Finnish

Englanniksi / in English

Kysymyspaperi on palautettava / Paper with exam questions must be returned:

Kyllä / Yes

Ei / No

General instructions

Answer all questions in the exam

Essays: Use max 2 pages for answering each question. 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 the case.

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).

Note: 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)

Name one legal difference and one similarity based on national/regional features for each of the areas of law given below. Describe these shortly. You can use the table to assist drafting your responses, or describe these in a separate sheet of paper. (In case you cannot think of a similarity or difference in some specific area of law, you can add a second one into another)

Area of law	Different in different regions/nations	Similar in different regions/nations
Human resources/ employment		
Marketing		
Competition		
Establishing a new company		
Contracting		

2)

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

Following this, a Danish firm, DANFI sends an offer to UKCO on 20th March 2017, noting that the offer will be valid until end of April 2017. UKCO receives the offer on 23th March.

As the transaction is relatively simple, and the offer already includes clear and unambiguous terms stating that UKCO would be the only provider of the products in the UK markets, except for DANFI that reserves a right to sell directly to UK markets. Likewise, the contract draft 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 Denmark, and if problems emerge arbitration will be utilized. The gadget is protected with a patent owned by DANFI, and it is noted in the contract draft that in case you detect any infringements, you should notify DANFI as soon as possible.

UKCO decides to ask for some changes regarding the limitation of liabilities, and sends the response to DANFI on 1st April, which DANFI receives on 3rd April. DANFI decides to accept and sends its acceptance to UKCO on 6th April.

However, UKCO gets even a better offer (especially because in this offer, UKCO would be the only seller of the products in the UK market) from GEREN, an enterprise located in Germany, late on 6th April, and sends a message to DANFI as the first thing on 7th April cancelling its last response to DANFI.

In the middle of all this, UKCO managers ask you what kind of legal issues and rules there are involved in this situation (try to identify as many as possible), 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.

