

## Vak: International Business Law

credits: 2

<b>Vakcode</b>	MRVH7IBL
<b>Naam</b>	International Business Law
<b>Studiejaar</b>	2020-2021
<b>ECTS credits</b>	2
<b>Taal</b>	Nederlands
<b>Coördinator</b>	CONVERSIE

<b>Werkvormen</b>	Onderwijs
<b>Toetsen</b>	IBL - Computer, organisatie tentamenbureau

### Leeruitkomsten

#### Relevant Project learning outcomes (PLU's)

**PLU 1: The student identifies organizational issues, analyzes, designs, implements and evaluates business processes, improves and updates these processes by solutions to problems in all these activities and uses an integrated, ethical and socially responsible approach.**

**PLU 3: The student can recognize legal risks/, the student can implement business processes in the legal area and legal risks in the future, and the student can these measures on their effectiveness for the organization.**

**PLU 4: The student identifies developments in the area of the European Union that may affect the Organization, translated the student these developments to the own organization.**

**PLU 5: The student advises creative, innovative solutions with regard to legal problems which lead to innovations in the business process and to prevent future legal problems.**

#### Learning outcomes International Business Law (LO's) The Student;

**LO 1: processes the basic requirements for a contract in particular an international business to business contract.**

**LO 2: has insight in the creation of an international business to business contract, understands the legal consequences at the cessation of negotiations on international business to business contracts, and knows which aspects are important for an international business to business contract.**

**LO 3: can, based on legal cases, explain and apply the functioning of the Convention on International Sale of Goods (CISG) and Gap-filling law.**

**LO 4: can, based on legal cases, question the applicability of legal systems and judges in international business to business contracts, taking into account the Incoterms and the applicable regulations of the European Union, the student can with underlying argumentation determine the legal system and courts should be applied.**

**LO 5: can, based on legal cases, identify and explain with underlying argumentation the means of transport and form of international payment should be used.**

**LO 6: can, based on legal cases, indicate to what impact the free movement of goods, persons, services and capital within the EU has for the position of persons and companies inside and outside the EU. The student should, based on legal cases, compare and explain similarities and differences of the four freedoms.**

**LO 7: can explain the theory regarding the ban on cartels, the prohibition of abuse of power and illegal state aid, where the student should be able to apply this theory in legal cases.**

### Inhoud

As business manager it is important to have knowledge and understanding of economic and financial risks, in addition knowledge and understanding of legal risks is necessary as well. As business manager you should have knowledge and understanding which aspects are essential for an international trade agreement, how do you prevent or limit your risk in the international trade practice by formulations in an international trade agreement. Can you e.g. stop negotiations without financial and legal consequences? If you have to deliver products, how do you prevent or limit your risks? When does ownership of products change from seller to buyer? If a sales contract is drawn, who will arrange transportation and who is responsible for custom duties, and who is responsible for transport? In addition what is the difference between transport and forwarding. If you have successfully agreed on an international sales contract, it is wise to include in your contract your terms of payment and the method of payment. You should be able to answer questions as; who bears the financial risk at different forms of payment. If you have successfully completed an appropriate international business contract, that no problems may arise. Suppose you as a Dutch wholesaler in Groningen purchased white port from a Portuguese company and in the contract you agreed on CIF Antwerp. At the moment the port is delivered and handed over in Groningen, the port shows the be red port. Then there arises legal questions ; e.g. what legal system is applicable and which court must decide on this legal dispute. This example is just a simple example of what can happen. However, what if you have agreed on a contract with a trading partner from the European Union?

Most companies in the European Union (EU) trade with partners who also are established in the EU. It is therefore of great importance for a you as a business manager to have knowledge of rules of the EU concerning business. Important aspects of this part of EU law are regulations concerning prohibited cartels, abuse of dominant position and prohibited State aid. In addition, it is very important as a business manager to know that the EU market is an internal market, that there may be no restrictions by governments concerning free movement of goods, persons, services and capital. Thus, you should realize that you can freely import and export products within the territory of the EU that are legally produced or important in the EU. Therefore, you should also know what you as a business manager can do when your products and services are restricted by measures of governments, and in matters of restrictions concerning your employees.

This course of International Business Law tries to give you an insight of international and EU rules and regulations concerning business to business.

The lectures of this course hope that at the end of this course you can apply international and EU rules as a business manager in matters of international business.

### Opgenomen in opleiding(en)

Bedrijfskunde

### School(s)

Instituut voor Bedrijfskunde

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