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Навчально-методичний посібник “ENGLISH FOR LAW STUDENTS” створений та призначений для студентів факультету правничих наук НаУКМА. Даний посібник також може бути використаний для вибіркового курсу «Англійська мова для правників». Він зосереджений на розвитку мовленнєвих компетенцій та комунікативному підході до навчання мови з урахуванням спеціалізованої лексики та понять, що використовуються в практиці міжнародно-правових відносин. Розрахований на використання під час аудиторної та самостійної роботи студентів.

Посібник складається з двох частин. Перша частина є ознайомленням з основною правничою термінологією, вивчення котрої полегшує роботу із другою частиною. У другу частину включено завдання по роботі з текстами, котрі дають змогу детальніше зрозуміти та ефективно оволодіти спеціалізованою лексикою та поняттями. Крім зазначеного, в кінці кожного розділу другої частини є завдання на письмо, які допоможуть практично застосувати вивчене та розвинути ще й аналітичні навички.

Актуальність даного посібника полягає у тому, що в умовах глобалізації, все більше зростає потреба формувати навички професійного іншомовного спілкування.

To the student

Do you often use English? Do you often use legal English? Is it a part of your studies? If you are a student of law and you need to improve your legal English, this book will help you. It will help you to check your knowledge of basic legal concepts, key words and essential expressions so that you can communicate more effectively and confidently for your studies.

There are two parts in this book. In the first part you will find the introduction to general legal system, main terms you will need for successful usage of English at your study and later at work, concepts that are necessary to cover different areas of law. You will experience various tasks including multiple choice, crosswords, gap-filling, sentence transformations.

In the second part you will work with different texts which particularly are interesting and actual nowadays. You will remember some more terms, phrases that are useful for sufficient study and work. Your vocabulary is essential for effective communication. There is one simple rule: the more words you know, the more meanings you can express. One more task is introduced in this book. It’s writing. In the end of each unit you will be asked to perform a written task. This will enable you to train your writing skills. This book is a good opportunity to check your knowledge and increase it in a structured and systematic way.

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**PART 1. INTRODUCTION TO LEGAL VOCABULARY**

1. **Basic terms**

Find the definition for each term in the box.

|  |
| --- |
| the judiciary court authority tribunal legal system lawyer judge legislation law enforcement agency legal action |

1. someone whose job is to advise people about laws, write formal agreements, or represent people in court
2. the power or control resulting from following a community’s system of rules
3. the laws or the way they work in a particular country
4. a senior official in a court of law
5. an organization which is responsible for enforcing the law, especially the police
6. the place where a trial is held and where the judge and the jury examine the evidence and decide if someone is guilty or not guilty
7. the use of the legal system to settle an argument, put right an unfair situation, etc
8. An act or acts passed by a law- making body
9. A country’s body of judges
10. A body that is appointed to make a judgment or inquiry
11. **Basic concepts**

Complete the text using the following words and phrases. Use each once.

|  |
| --- |
| Govern rule tribunal legislation authority legal systems judges lawyers court legal action law enforcement agency the judiciary |

Why do we have laws and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ? At one level, laws can be seen as a type of \_\_\_\_\_\_\_\_\_\_\_\_\_ which is meant to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ behavior between people. We can find these rules in nearly all social organizations, such as families and sports clubs.

Law , the body of official rules and regulations, generally found in constitutions and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , is used to govern a society and to control the behavior of its members. In modern societies, a body with \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , such as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or the legislature, makes the law; and a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , such as the police, makes sure it is observed.

In addition of enforcement, a body of expert \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is needed to apply the law. This is the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , the body of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in a particular country. Of course, legal systems vary between countries, as well as the basis for bringing a case before a court or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .One thing, however, seems to be true all over the world – starting a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is both expensive and time- consuming.

1. **Contract law**

Complete the texts using the words in the box

|  |
| --- |
| agreement breach capacity consideration damages fraud illegal obligation oral performance property signed terms |

What is a contract?

It is an agreement that creates a binding 1 ………………… upon the parties. The essentials of a contract are as follows: mutual 2 …………………….; a legal 3 ……………., which in most instances need not be financial; parties who have legal 4 ……………… to make a contract; absence of 5 ………………… or duress; and a subject matter that is not 6 …………………. or against public policy.

What form does a contract take?

In general, contract may be either 7 …………………. or written. Certain types of contracts, however, in order to be enforceable, must be written and 8 …………….. These include contracts involving the sale and transfer of 9 …………………… .

How does a contract end?

In case of a 10 …………………. of contract, the injured party may go to court to sue for financial compensation (or 11 ………………… ), or for rescission, for injunction, or for specific performance if financial compensation would not compensate for the breach. Specific 12 ………………….. of a contract is the right by one contracting party to have the other contracting party perform the contract according to the precise 13 ………………… agreed.

1. **Criminal law**

You will find fourteen types of crimes. Link each crime to its definition

|  |  |
| --- | --- |
| Name of crime | Definition of crime |
| assault | a generic term for the killing of another person |
| drug dealing | any instance in which one party deceives or takes unfair advantage of another |
| money laundering | attempt to use illegal force on another person |
| battery | attempt to use illegal force on another person in the absence of consent to sexual relations |
| homicide | attempt to transform illegally acquired money into apparently legitimate money |
| manslaughter | driving a vehicle in excess of the permitted limit |
| fraud | leaving one’s vehicle in an area or for a duration in contravention of the law |
| murder | possession of and/or trading in illegal substances |
| armed robbery | taking the property of another without right or permission |
| sexual assault | the actual use of illegal force on another person |
| burglary | the crime of breaking into a private home with the intention of committing a felony |
| theft | the unlawful killing of a person with intent |
| parking | the unlawful killing of a person without malicious intent and therefore without premeditation |
| speeding | the unlawful taking of another’s property using a dangerous weapon |

What type of crime do these news headlines refer to?

|  |
| --- |
| shoplifting blackmail cyber-stalking bribery speeding smuggling pickpocketing vandalism mugging |

*1. Seventy-year-old with monthly pension attacked in street*

*2. Teenager follows teacher online and sends offensive emails*

*3. Examiner received 500 dollars from student in return for good marks*

*4. Man threatens to show embarrassing photos of mayor*

*5. Police catch man driving 180 kph on motorway*

*6. Teenager caught with 2 kilos of food in pockets while in supermarket*

*7. Tourists lose money and phones while on busy trams*

*8. Airport police find rare, valuable antiques hidden in man’s suitcase*

*9. Woman witnesses two teenagers breaking public phone box*

1. **Civil law**

Match the subject areas in the box with the branches of law

|  |
| --- |
| Agriculture Civil Rights Divorce Environmental Law  Foreign Relations Law Joint Ventures Landlord-Tenant  Pensions Product Liability Property Tax Unfair Competition |

|  |  |
| --- | --- |
| Areas | Branches |
|  | Accident and Injury Compensation and Prevention |
|  | Constitutional Law, Individual Rights |
|  | Employment Law |
|  | Enterprise Law |
|  | Family Law |
|  | Intellectual Property |
|  | International, Transnational, Comparative Law |
|  | Law relating to Commercial Transactions |
|  | Law relating to Particular Activities/Business Sectors |
|  | Property, Natural Resources, the Environment |
|  | Taxation |

1. **Employment law**

Employee health and safety

Complete the gaps with an appropriate word derived from the words given

Workplace 1 ……………….. (safe) and 2 ……………….. (healthy) laws establish basic standards aimed at reducing the number of 3 …………………. (ill), 4 ………………….. (injure) and 5 ……………….. (die) in workplaces. Because most workplace safety 6 ……………….. (regulate) rely for their effectiveness on employees who are willing to report job 7 ………………. (dangerous), most laws also prevent employers from firing or discriminating against employees who report 8 ………………….. (safe) conditions to proper authorities.

Workers’ compensation laws are designed to ensure that employees who are 9 ………………….. (injure) or 10 …………………. (disable) on the job are provided with fixed 11 ……………………… (money) awards, eliminating the need for litigation. These laws also provide benefits for 12 …………………. (depend) of those 13 ………………….. (work) who are killed because of work-related accidents or illnesses. Some laws also provide 14 …………………….. (protect) for employers and fellow workers by limiting the amount an injured employee can 15 ………………….. (recovery) from an employer and by eliminating the 16 …………………… (liable) of co-workers in most accidents.

1. **Alternative Dispute Resolution (ADR)**

Read the following statements about ADR and then answer the true/false questions below

* ADR is a voluntary process
* The various types of ADR are all confidential
* The mediator is a trained, neutral third party
* The objective of ADR is to define the interests involved and reach the solutions which are practical and beneficial to all parties
* ADR is less expensive than litigation
* ADR is faster than litigation
* ADR allows the parties to keep the proceedings private
* All the parties involved in the dispute should attend the ADR proceedings
* Ideally ADR should be conducted in a neutral site

Are the following statements true or false?

1. Anyone can act as a mediator.

2. The proceedings in ADR are slower than in the traditional courts.

3. For ADR to work, all parties must agree to mediation.

4. ADR is usually cheaper than bringing a case to court.

5. The legal representatives of the parties can bring the case before an ADR tribunal.

6. ADR proceedings are held in a public court.

7. ADR aims to find a solution to a dispute that all parties can benefit from.

1. **International law**

Look at the following legal areas and classify them into Public International Law or Private International Law

|  |
| --- |
| adoption arms control asylum contractual relations divorce environmental issues human rights immigration international crime maritime law piracy war crimes |

|  |  |
| --- | --- |
| **Public International Law** | **Private International Law** |
|  |  |

1. **Prepositions in legal English**

What preposition do you use with these?

1. To accuse someone ………… something
2. To liable …………… something
3. To sentence someone ………………. a punishment
4. To claim damages …………….. something
5. To be entitled ……………….. compensation
6. To bring a case ………………… someone
7. To be guilty ………………… an offence
8. To fine someone ……………… something

B. Complete the following texts with the above phrases. Use each phrase once in the past tense.

a) In Court 1, the Police Prosecutors ……………………… Mary Brown …………………….. disorderly behavior. A number of witnesses were called to give evidence. Finally, the magistrate decided that Brown …………………….. …………………… …………………… the charge but did not ………………………. her ……………………….. prison. Instead, he ………………………. her ……………………. her behavior.

b) In Court 2, Bill White ………………………. …………………….. ………………………. ………………….. his employer. He …………………………. …………………….. …………………….. a serious injure at work. The judge decided that his employer ……………………….. …………………………. …………………….. the injure and ruled that White …………………… …………………….. ……………………… substantial damages.

**PART 2. GOING INTO DETAILS**

**UNIT 1. LEGAL SYSTEMS.**

Pre-reading task

Can you answer the following?

1. What does the term “legal system” mean?
2. Are legal systems in different countries similar to each other?

Read the text and do the tasks after it

# The structure of the law

**The legal system in the United Kingdom**

The study of law distinguishes between public law and private law, but in legal practice in the UK the distinction between civil law and criminal law is more important to practicing lawyers. Public law relates to the state. It is concerned with laws which govern processes in local and national government and conflicts between the individual and the state in areas such as immigration and social security. Private law is concerned with the relationships between legal persons, that is, individuals and corporations, and includes family law, contract law and property law. Criminal law deals with certain forms of conduct for which the state reserves the punishment, for example murder or theft. The state prosecutes the offender. Civil law concerns relationships between private persons, their rights and their duties. It is also concerned with conduct which may give rise to a claim by a legal person for compensation or an injunction- an order made by the court. However, each field of law tends to overlap with others. For example, a road accident case may lead to a criminal prosecution as well as a civil action for compensation.

Substantive law creates, defines or regulates rights, liabilities and duties in all areas of law and is contrasted with procedural law, which defines the procedure by which a law is to be enforced.

**The constitution**

The head of state is the monarch, currently the Queen in the UK, but the government carries the authority of the Crown (the monarch). The Westminster Parliament has two chambers: The House of Lords and the House of Commons, which sit separately and are constituted on different principles. The Commons is an elected body of members. Substantial reform is being carried out in the upper house, the House of Lords, where it is proposed that the majority of members be appointed, with a minority elected, replacing the hereditary peers. There is no written constitution, but constitutional law consists of statute law, common law and constitutional conventions.

**Jurisdiction**

There are four countries and three distinct jurisdictions in the UK: England and Wales, Scotland and Northern Ireland. All share a legislature in the Westminster Parliament for the making of new laws and have a common law tradition, but each has its own hierarchy of courts, legal rules and legal profession. The UK is also a signatory of the European Convention of Human Rights and this has been incorporated into UK law.

After-reading tasks

Answer the following questions.

1. What are the two laws distinguished by the study of law?
2. What is public law concerned with?
3. What is private law concerned with?
4. What does criminal law deal with?
5. What does civil law deal with?
6. What is the idea of constitution in the UK?
7. What are the jurisdictions in the UK?

Vocabulary tasks

Task 1. Complete the definitions.

1. …………………… …………………….. is law relating to acts committed against the law which are punished by the state.
2. …………………… …………………….. is concerned with the constitution or government of the state, or the relationship between state and citizens.
3. …………………… …………………….. is rules which determine how a case is administered by the courts.
4. …………………… …………………….. is concerned with the rights and duties of individuals, organisations, and associations (such as companies, trade unions, and charities), as opposed to criminal law.
5. ………………….. ……………………… is common law and statute law used by the courts in making decisions

Task 2. Complete the sentences. There is more than one possibility for one of the answers.

1. In many systems a president rather than a monarch ………………. ………………… …………………….. .
2. The UK system has a parliament with two ……………………… .
3. As in other countries the courts are organised in a ………………………. of levels.
4. The EC is an important legislative ………………………… in most European countries.

Task 3. Complete the table with words and related forms from the text. Then complete the sentences below with words from the table.

|  |  |  |
| --- | --- | --- |
| Verb | Noun | Adjective |
| constitute |  |  |
| legislate |  |  |
| proceed |  |  |
| convene |  |  |
|  | regulation |  |
| accede |  |  |
| elect |  |  |
| authorise |  |  |

1. The …………………… is the body which has the function of making law; normally it is the Parliament.
2. It is quite a lengthy process to …………………….. to the European Community.
3. Sometimes a court case can be delayed while counsel argue over ……………… problems.

**WRITING**

Write about some of the distinctive features of your legal system and constitution.

**UNIT 2. CIVIL LITIGATION**

Pre-reading task

Discuss the following questions before you read the text.

1. Do you think that public interest should come before private loyalty?
2. Is whistle-blowing (telling people in authority about illegal actions at someone’s place of work) an ethical or a legal matter, in your opinion?

Read the text and do after-reading tasks

Brit Biotech directors could face US lawsuits over Marimastat claims

British Biotech confirmed that one or more of its directors could face civil lawsuits in the US, brought by the Securities and Exchange Commission. The markets watchdog has been investigating whether press releases issued were over-optimistic about the prospects for the anti-cancer drug marimastat. A spokesman for Biotech said that the advice received from their lawyers was that there was no basis for the case, because the company had not violated any US securities laws.

It was understood by Biotech that the SEC’s concerns were based on claims made on the use of cancer antigens (substances, often toxins, that can help the human body produce antibodies which fight disease). At least one company release reported that the rate of antigen production had fallen in patients taking their drug, marimastat, suggesting the treatment was effective.

Dr Andrew Millar was sacked as head of clinical research at British Biotech. He had claimed that the trials of the drug had become a matter of public interest following extensive media coverage. This had been prompted by his campaign to oust the British Biotech chief executive and change the strategy of the company.

Dr Millar became concerned about the company’s over-optimism about the future of two drugs under trial, so he decided to take extreme measures by himself. He did not believe the drugs worked well enough to achieve regulatory approval, which would allow them to be launched commercially, and was concerned that the drugs were actually causing serious side-effects on the trial patients. He was also aware of *negative assessments of the drug by* the Danish Medicines Agency but Biotech issued a press release that the results were ‘statistically significant’. He contacted one of the main investors supporting Biotech (Perpetual) and warned them of his fears. He hoped to stop the drugs being tested, and to reveal that they were far less promising than investors had been led to believe. He hoped that the share-holders of Biotech would change the strategy of ambitious expansion, envisioned by the Chief Executive.

The Chief Executive, hearing of these moves, suspended Dr Millar and a few weeks later, he was fired without compensation at a disciplinary meeting for ‘revealing confidential information to third parties’. In announcing the sacking, British Biotech cited a confidential report prepared by Cameron McKenna, the law firm. The document proved, the company said, that directors’ share dealings had complied with stock exchange rules, and there was no case for it to answer to the SEC. The company *has threatened to take legal* action against Dr Millar to prevent him disclosing information gained as an employee. He says jail—a possible consequence of breaking any injunction placed upon him – is a small price to pay for the freedom to speak out.

**FINANCIAL TIMES**

After-reading tasks

Answer the following questions.

1. What was the case about?
2. What did the Biotech lawyers stand for?
3. Why was the US Securities and Exchange Commission worried about Biotech?
4. What did Dr Millar, the head of clinical research in Biotech, claim?
5. What did he do after he was fired?
6. What reason did the company give for dismissing Dr Millar?
7. What is your seeing of this case? Comment on it.

Vocabulary tasks

Task 1. Find a word or phrase in the text that has a similar meaning.

1. Break US law regarding stocks and shares (para 1)

V…………………. US s……………………. l……………………………..

1. Lost his job (para 3)

S…………………..

1. After the press had become very interested in the case (para 3)

F………………… e…………………. m………………….. c…………………………

1. Attempt to remove the boss (para3)

C……………………. to o………………… the c………………… e………………….

1. Get official clearance to produce the drug (para 4)

A……………………. r…………………….. a…………………………..

1. When drugs make some patients very ill (para 4)

C…………………… s……………………. s…………………..-e……………………..

1. Criticism of the drug (para 4)

N……………………… a………………………

1. Removed from a job with no financial reward (para 5)

F………………………… without c…………………………

Task 2. Match the individuals and institutions with their definitions

|  |  |
| --- | --- |
| 1. Security and Exchange Commission | 1. Newspapers, magazines, radio and TV |
| 1. company lawyers | 1. people responsible for the lawful and proper conduct of an industry |
| 1. spokesman | 1. organization supervising the US stock market |
| 1. Danish Medicines Agency | 1. Professional organization qualified to assess pharmaceutical research in Denmark |
| 1. media | 1. people who expose wrongdoing in the institutions in which they work |
| 1. whistle-blowers | 1. person who speaks to the press on behalf of a company, organization or family |
| 1. regulators | 1. solicitors employed by business organisation |

**WRITING.**

You have heard your boss revealing very confidential matters to someone on the phone about plans your company has for the future investment. You suspect he is leaking the information to someone outside the company.

Write a letter to the managing director informing about your suspects and asking him for advice on how to act.

**UNIT 3. LIABILITY. TORT LAW.**

Pre-reading task

The word *tort* is usually unfamiliar to learners of English. As with other legal English terms, many native speakers of English who do not work in the law would not know the word either.

What do you think it means?

Now complete the definition below using the words in the box.

|  |
| --- |
| act damages harm party |

*A tort* is a wrongful 1) ………………………….. that causes 2) …………………………. to another person for which the injured 3) ………………………… may request 4) ……………………. .

Read the text on tort law and do the tasks

TORT LAW

A tort is a civil wrong that can be remedied by awarding damages (other remedies might also be available). These civil wrongs result in harm to a person or property that forms the basis of a claim by the injured party. The harm can be physical, emotional or financial. Examples of torts include medical negligence, negligent damage to private property and negligent misstatements causing financial loss.

There are many specific torts, such as trespass, assault and negligence. Business torts include fraudulent misrepresentation, interference in contractual relations and unfair business practices.

Torts fall into three general categories: intentional torts (e.g. unfair competition), negligent torts (e.g. causing an accident by failing to obey traffic rules) and strict liability torts (e.g. liability for making and selling defective products).

Why are some wrongs are dealt with by tort law (or the law of torts) and others considered criminal offences is the subject of some debate. However, there are certainly overlaps between tort law and criminal law. For example, a defendant can be liable to compensate for assault and battery intort and also be punished for the criminal law offence of assault.

Differences between tort law and criminal law include: the parties involved (the state brings an action in crime, a private individual brings an action in tort);the standard of proof (higher in criminal law); and the outcomes (a criminal action may result in a conviction and punishment, whereas an action in tort may result in liability on the part of the defendant and damages awarded to the claimant (US plaintiff)).

The primary aims of tort law are to provide relief for the harm suffered and deter other potential tortfeasors from committing the same harms. The injured person may sue for both an injunction to stop the tortious conduct and for monetary damages.

Depending on the injunction, the damages awarded will be either compensatory or punitive. Compensatory damages are intended, as far as it is possible, to put the victim in the position he or she would have been I had the tort not occurred. Punitive damages are awarded to punish a wrongdoer. As well as compensation capacity, future expected losses, pain and suffering and reasonable medical expenses.

After-reading tasks

Answer the following questions.

1. What are the two main objectives of tort law?
2. An injured party can *sue for damages* or *for an injunction.* What types of loss can be compensated by an award for damages?
3. What does the term *injunction* mean?
4. A manufacturer produces a dangerous toy train. What category of tort is this?

Vocabulary tasks

Task 1. Match the adjectives with the nouns they collocate with

|  |  |
| --- | --- |
| 1 civil | a damages |
| 2 contractual | b wrong |
| 3 injured | c misrepresentation |
| 4 fraudulent | d party |
| 5 medical | e relations |
| 6 monetary | f expenses |

Task 2. Use the collocations you formed in Task 1 to complete these sentences

1. While a crime such as murder or shoplifting is a wrong committed against society, a tort is a ………………………….. committed against an individual.
2. Torts are handled in the civil courts, where the …………………………. Brings an action against the wrongdoer.
3. In most cases, the injured party is entitled to remedies under the law, such as ……………………………. .
4. In medical malpractice cases, the damages awarded to the injured party may lost wages and ………………………….. .
5. The tort of …………………………….. occurs when one of the parties to a contract makes a false statement about a fact and knows it is not true, and this fact is acted upon.
6. When a person stops parties from entering into a contract, for example, this person is said to interfere in ………………………… .

Task 3. What do you think these types of tort mentioned in the text mean: *assault, negligence, trespass*? What kinds of acts do they cover? Give examples of what someone has to do to be liable for each of these torts in your country.

**WRITING.**

Write about the liability of a client who owns a leisure or sports centre to users of the centre in a jurisdiction you are familiar with.

**UNIT 4.** **ALTERNATIVE DISPUTE RESOLUTION (ADR). ARBITRATION.**

Pre-reading task

Discuss the following questions.

1. Have you ever been in dispute with another person over an agreement or a contract? What was the problem?
2. What steps can you take, apart from going to court, to settle a commercial disagreement?

ALTERNATIVE DISPUTE RESOLUTION (ADR).

Alternative dispute resolution, often abbreviated to ADR, is well-established in a number of jurisdictions, including the USA, Canada and Australia. Over recent years, the emergence of mediation organisations and dispute resolvers (some on the Internet) has been seen. In the UK, ADR is positively promoted for use in a wide range of a civil disputes, including small claims, family matters, construction or building contracts and complex international commercial disputes. It’s generally proposed as a cost-effective alternative to the litigation process and entered into on a voluntary basis by disputants or because of contractual provisions, that is, the conditions of a contract. Many commercial agreements now include dispute resolution clauses in which the contracting parties agree the method to be used if a dispute occurs during the life of the contract. However, parties may also be referred to ADR by the court during the course of litigation. A Civil Procedure Rule requires the UK civil courts, as part of the case management process, to encourage and facilitate parties to use ADR procedure if appropriate.

ADR procedures

ADR refers to a number of different procedures used to reach a settlement. There are several frequently used methods. They are:

**Arbitration**-this is a more formal and binding process where the dispute is resolved by the arbitrator nominated by both parties

**Mediation**- possibly the most popular process. An independent third party, normally with appropriate expertise in the area of contention or dispute, is appointed by the parties to act as a mediator. The mediation process begins with an all parties discussion; following this the respective parties separate to discuss the issues and, with the assistance of the mediator, seek to negotiate a settlement. If settlement is reached, it can become a legally binding contract.

**Med-Arb** – the dispute is initially submitted to mediation but if mediated settlement cannot be reached, then the matter is referred to arbitration.

**Adjudication**- the method most commonly used in construction disputes. A quick decision is made by the adjudicator and a time period is specified during which either party may give notice to refer the matter to arbitration or litigation. The adjudicator’s decision is binding upon the parties and must be followed, unless and until a later decision is made by an arbitrator or the court.

After-reading tasks

Answer the following questions

1. Is ADR anywhere established as a successful practice of resolving disputes?
2. Does ADR practice tend to become more or less popular?
3. What types of disputes involve ADR practice?
4. Is this process more expensive than litigation process?
5. What are the ADR procedures? Give details

Vocabulary tasks

Task 1. Complete the table with words from the text and related forms.

|  |  |  |  |
| --- | --- | --- | --- |
| Verb | Noun-concept or object | Noun-person | Adjective |
| refer |  |  |  |
| dispute |  |  |  |
| resolve |  |  |  |
|  |  | contractor |  |

Task 2. Complete the extract from a model ADR clause with words from the table above and from the text. Mind grammar rules.

1.Dispute Resolution Procedure

1.1 General

1.1.1 All disputes between the (1) ……………………. arising out of or relating to this Agreement shall be referred , by either (2) ………………………, to the project board for resolution.

1.1.2 If any dispute cannot be (3) ……………………… by the project board within a maximum of 114 days after it has been referred under Clause 1.1.1, that (4) ………………… shall be (5) ………………… to the [appropriate officer] of the [public sector client] and the [e.g. project manager] of the (6) ……………… for resolution.

1.1.3 Work and activity to be carried out under this (7) ……………………. Shall not cease or be delayed by this dispute (8) ……………………….. procedure.

RESOLUTION IN A NEUTRAL FORUM

You have been in a conference room in your lawyer’s office for the whole day, negotiating a crucial international contract. Term by term, detail by detail, the lawyers have argued it out. Someone says: “What are we going to put in for dispute resolution?” When you started the negotiations you thought that the deal was a certain money-spinner for both parties, so no disputes could arise. Now you are not so sure. So what do you say? What do your lawyers advise? Ideally, you might want to be able to have recourse to the courts in your own country: the other party would probably like to do the same in its home country. Neither is acceptable to the other, for fear of home-team advantage or even local bias.

The answer is to opt for arbitration. This is not really a difficult decision, and that is why arbitration is the recognized way of resolving international commercial disputes. For at least a century, it has been the dominant force in dispute resolution in areas such as shipping, commodities and construction. You can opt for a neutral forum and have a panel of three arbitrations, one chosen by each party, and the third (the chairman) chosen either by the parties or the two party-appointed arbitrators. In addition, you can keep your disputes away from the public eye, because arbitration takes place in private, unlike litigation in the court.

The main centres for international arbitration are: Paris, London, Geneva, Stockholm, New York, Hong Kong and Singapore. Which is used depends on the background and businesses of the parties. Stockholm, for example, was always the place for arbitrating east-west trade disputes. London for shipping and commodities. Singapore looks set for a busy time in the coming months and years after the Asian financial crisis. These locations, and the arbitration centres and lawyers working there, compete intensely. Arbitration bodies try hard to get their standard arbitration clause put into people’s contracts, so they have a captive market once disputes arise. They do this by publicising their activities and their rules.

What they are looking for is ‘name recognition’. In Europe, Paris (home of the International Chamber of Commerce and its rules) probably has the best name recognition, followed by London (home of the London Court of International Arbitration, and Geneva. What people kook for in an arbitration is speed, cost effectiveness, confidentiality and reliability of the arbitrators and hence their decisions.

The choice of venue involves a complex balancing of a number of factors:

* the availability of good experienced arbitrators
* the availability of good experienced arbitration lawyers, and expert witnesses such as accountants and engineers
* the cost of these people
* the support or otherwise that the local legal system gives to arbitration. (For example, if the arbitration gets bogged down as a result of delaying tactics by one party, what powers does the arbitrator, or court, have to speed things up? Will the courts readily interfere or overturn arbitrators’ decisions?)
* accessibility—basic things like flight access, good facilities (some of the best are now in the Gulf states), administrative back-up, good telecommunications, IT support and even climate

National legislation also has to lend its support to such an important economic activity as arbitration. England has taken steps to improve English arbitration law in the form of the Arbitration Act 1996, which came into force at the beginning of 1997.

Financial Times

After-reading tasks

Answer these questions

1. Why might you prefer not to go to court in the country of your business partner?
2. What are the three main business areas which have traditionally been resolved by arbitration?
3. How is a forum made up for a neutral arbitration?
4. What is the main difference between arbitration and litigation, according to the text?
5. Which are the main arbitration centres?
6. In which city would you choose to arbitrate an east-west trading dispute?
7. Which specific aspects of a contract are named in the text?
8. What do clients look for from an arbitration service?
9. What examples of expert witnesses are given in the text?
10. Do all the venues share the same arbitration rules?

Mark these statements as true (T) or false (F) according to information in the text.

1. Disputes only arise in commercial transactions.
2. Commodities are things traders buy and sell, usually raw materials, like coffee, wool or copper.
3. A neutral forum has a balanced composition to ensure fairness to both parties.
4. New York is the only American arbitration venue named in the text.
5. Arbitration is a business in itself, for lawyers and their associates.
6. Name recognition for arbitration is like brand awareness for consumer goods.
7. International business depends on rapid resolution of contractual disagreements.
8. The courts of law in each country are less powerful than arbitration panels.

Vocabulary Tasks.

Task 1. Match these terms with their definitions.

|  |  |
| --- | --- |
| 1. Dispute resolution | a) unfair treatment |
| 1. A money-spinner | b) accelerate |
| 1. Have recourse to the courts | c) reverse something already decided |
| 1. Home-team advantage | d) setting disagreements |
| 1. Local bias | e) make use of the legal system |
| 1. Financial crisis 2. ground | f) benefit from being local or on home |
| 1. Delaying tactics | g) middle or get involved with |
| 1. Speed things up 2. everyone | h) something that makes profits for |
| 1. Interfere | i) ways of making things take a long time |
| 1. Overturn decisions | j) become operational |
| 1. Take steps | k) serious money problems |
| 1. Come into force | l) institute action |

Task 2. Use an appropriate word or phrase from the box to complete each sentence.

|  |
| --- |
| Agree arbitrate resolve settle arbitration delaying tactics resolution arbitrator disagree dispute |

1. There is a serious problem we must try to ………………………………. .
2. He was a distinguished lawyer who was an expert …………………………………. .
3. The ………………………… process took far longer than the parties had expected.
4. This was due to the …………………………….. employed by one of the companies involved.
5. The question is: how are we going to ……………………………. this dilemma.
6. When the goods arrived in poor condition, a …………………………. arose over whose fault this was, and who should bear the cost.
7. The best way is not to go to court, which is public and costly, but to ………………………….. an agreement.
8. I believe you are wrong on that point—we …………………………………. on the interpretation.
9. There is always an answer if you try hard to find it: every difficulty has a …………………… .
10. You cannot assume he will ………………………………….. to those terms: you must check with him first.

Task 3. In law, it is important to distinguish between the parties involved in a transaction or an action. Complete the sentences below, using words from the box. There are some extra words.

|  |
| --- |
| Licensee/licensor teacher/student buyer/seller signatories undersigned parties to the agreement borrower/lender plaintiff/defendant wholesalers/retailers franchiser/franchises lawyer/client supplier/producer |

1. Everyone promises to obey the treaty—all major countries are ……………………………. to it.
2. In the civil case the ……………………………….. brought an action against the ……………………….. for damaging his car on purpose.
3. The price was negotiated between the ……………………………….. and the ………………… of the house, in a private sale.
4. The bank agreed that the ………………………………….. should pay 12% on the loan, so the ………………………………. made a fair profit!
5. Manufacturers sell their goods to ………………………………… , and in turn, …………………………. buy from them.
6. The relationship between a …………………………………….. and …………………………………………… is bound by confidentiality.
7. The beer can be produced under licence but the …………………………………. must fulfil all the requirements imposed by the …………………………………. .
8. Some clothes companies sell their products on a franchise basis: each country has a main …………………………………….. , with numerous people working as …………………………… .
9. A letter was sent to the manager complaining about working conditions. All the members wrote their names. The letter read: “We, the ………………………………. , strongly protest about conditions at work.”
10. Many projects require the cooperation of various partners. If they all agree to work together, they become ………………………………… .

**WRITING**

Recently there was a case of e-mail order company selling televisions over the Internet where the price of a top-line television was shown as $3 instead of $300. The web page was seen in many countries and several customers placed orders for the ‘cheap TV’, but the company said they had no obligation to supply as the price was a mistake. What do you think? Should the company honour the orders? Was it a contract? If it was, where was it made—in the country of origin or where the customer lives and ordered the goods? Is this a case for arbitration?

**UNIT 5. PATENTS AND INTELLECTUAL PROPERTY.**

Pre-reading tasks

Discuss the following questions.

1. What is a patent?
2. Can you see any dangers in the ‘ownership’ of scientific knowledge? If a new medical breakthrough is made by scientific team, should they be able to keep it to themselves until the price is right and profit from it?
3. How, if at all, can the law give protection to the following and prevent copying?

* a new drug substance
* a 19th century violin concerto
* a new perfume
* a scientific theory, e.g. e=mc2
* a distinctive chocolate product
* a TV news show format
* a new novel
* a sauce or drink with an unmistakeable flavor
* a photo of the Leaning Tower of Pisa at sundown

Read the text about IP rights and Internet Service Providers (ISP) and do the tasks

Why businesses should be wary of going after eBay fakes

The Internet may not be completely lawless, but it does facilitate infringement of intellectual property laws on an unprecedented scale.

How do you stop infringement when it is occurring on such a huge scale? Some companies have gone after the intermediaries such as eBay or Facebook, which provide the platform on which users can exchange goods and content so freely.

As the law stands, however, the middlemen are generally immune from prosecution provided they remove infringing material from their sites as soon as they are notified on any potential infringement.

This sound like a sensible approach. It gives IP owners a quick and efficient mechanism for protecting their rights without placing burdensome restrictions on popular sites such as eBay. But there is a catch. IP owners keen to prevent copycatting of their products, brands and ideas are often unaware that asserting what they consider to be genuine rights may give rise to liability.

It may seem surprising, but IP owners who request intermediaries remove “infringing” products from their sites can themselves be sued for an injunction and damages by the person or company they have accused.

The rationale is: an accusation that a business has infringed IP rights may result in that business ceasing to sell the allegedly infringing item. The business as a result may lose revenue, while public allegations may damage its reputation. The allegations may be made by a competitor or in bad faith; and even if they are made honestly, they may have no legal basis. In the UK, the law on patents, trademarks and designs makes such allegations actionable.

Take eBay’s Verified Rights Owner (VeRO) programme. Under VeRO, you can notify eBay, via an online form, that there is material on the auction site infringing your intellectual property rights, such as a design right or a patent. eBay’s standard response is to remove the highlighted material without-understandably, for reasons of expediency-any investigation of the merits of the claim. This immediately deprives the seller of his point of sale. eBay is contractually entitled to do this, but what if the VeRO notification is unfounded and there is no infringement? The alleged registered design right or patent may not have been granted. You may not actually own the right in question. Or there may just be no infringement.

Notification programmes such as VeRO are thereforea double-edged sword: at first sight, they are useful tools for IP owners to have infringing material removed from the Internet. But unsuspecting IP owners can find themselves on the receiving end of an injunction or damages claim.

This puts the UK out of line with other countries in Europe and elsewhere, where no such provisions apply. For the same being, IP owners should be cautious about notifying an ISP of alleged infringement.

After-reading tasks

Answer the following questions

1.Is the procedure described a good approach, in your opinion?

2.What remedies may be used if the business has infringed IP rights?

3. What is VeRO and what are its functions?

4. What remedies are available in your country to IP owners who are faced with ISP infringements?

5. Do they risk being sued in the same way as their U.K. counterparts?

Vocabulary tasks

Task 1. Match the terms on patents and intellectual property with their definitions

1. Proper safeguarding a) complete set of details about IP rights dealings
2. Niche practices b) break a law or regulation
3. Patent registration c) adequate protection
4. Patentability d) begin to understand something
5. Litigation e) taking advantage of a commercial opportunity
6. Infringe f) application for the sole rights of ownership
7. Due diligence g) allowing an invention to be registered
8. Contractual documentation h) bringing a lawsuit against someone
9. Capitalising i) thorough investigation
10. Scratch the surface j) specialised areas of expertise

Task 2. Complete the following article sing the correct form of the words in brackets.

J.K. Rowling determined to block RDR Books’ Harry Potter ‘rip-off’

J. K. Rowling may be no stranger to battles against evil wizards and magical beasts but in her latest tussle she is preparing to appear in person in the American courts. The notoriously shy author is ready to testify herself to protect her ………………… 1 (own) of Harry Potter against RDR Books, an independent American ………………… 2 (publish), next month. A U.S. court is to decide whether she can block the publication of an …………………. 3 (authorise) encyclopedia of the wizarding world that she created. Rowling and warner Bros., the Hollywood studio behind the epic film …………………..4 (adapt) of the Hogwarts adventures, are taking legal action to stop RDR from profiting from a Harry Potter Lexicon, a 400-page guide to the Potter books and movies.

Accusing the book of lifting 2,034 of its 2,437 entries straight from her work, Rowling condemned the Lexicon as “a Harry Potter ‘rip-off’… [that] interferes with my rights as a creator and copyright …………………..5 (hold) “. She noted that RDR ‘s attempt “to co-opt my work for ……………………6 (finance) gain” was out of keeping with the spirit of the Potter stories, which are “full of moral choices and ethical dilemmas”. She claims that RDR book is not only an ……………………. 7 (infringe) of her copyright but undermines her own planned lexicon. As she will donate its royalties to charity, “the …………………..8 (lose) in such a situation would be the charities that I hope, eventually, to benefit”.

David S. Hammer, co-counsel for RDR Books, said: “The harry Potter Lexicon draws material and …………………..9(inspire) from the Harry Potter series but is an entirely new piece of work. It is a companion to Rowling’s work, not a substitute for it”.

In Britain and the U. S. the work’s …………………….10 (create) holds the copyright; this prevents substantial passages being reproduced without ……………………..11 (permit). In Britain the “fair dealing” provision allows use of copyright work for ……………………12 (criticize) and review. In the U. S. rule, the third party must make a contribution in reproducing material.

Task 3. How do you think the court decided?

**WRITING**

Make the list of the main steps a small research company should take in order to ensure that their discoveries are not stolen or copied.

**UNIT 6. CONTRACT LAW**

Pre-reading task

It is difficult to imagine going very long before making some kind of agreement enforceable by law. Whenever we buy goods and services, we enter into a contractual relationship.

Answer the following questions

1. What kinds of contract have you entered into recently? Make a list of some of the goods and services you have bought or used over the past 48 hours. Compare your list with a partner.

2. Is it always clear whether the above are goods or services?

3. How would you classify the electricity you consume every day?

Read the text and do the tasks

CONTRACT LAW

Contract law deals with promises which create legal rights. In most legal systems, a contract is formed when one party makes an offer that is accepted by the other party. Some legal systems require more, for example that the parties give each other, or promise to give each other, something of value. In common-law systems, this promise is known as consideration. In those systems, a one-side promise to do something (e.g. a promise to make a gift) does not lead to the formation of an enforceable contract, as it lacks consideration.

When the contract is negotiated, the offer and acceptance must match each other in order for the contract to be binding. This means that one party must accept exactly what the other party has offered. If the offer and acceptance do not match each other, then the law says that the second party has made a counter-offer (that is, a new offer to the first party which then may be accepted or rejected).

For there to be a valid contract, the parties must agree on the essential terms. These include the price and the subject matter of the contract.

Contracts may be made in writing or by spoken words. If the parties make a contract by spoken words, it is called an oral contract. In some jurisdictions, certain special types of contracts must be in writing or they are not valid (e. g. the sale of land).

Contracts give both parties rights and obligations. Rights are something positive which a party wants to get from a contract (e.g. the right to payment of money). Obligations are something which a party has to do or give up to get those rights (e.g. the obligation to do work).

When a party does not do what it is required to do under a contract, that party is said to have breached the contract. The other party may file a lawsuit against the breaching party for breach of contract. The non-breaching party (sometimes called the injured party) may try to get a court to award damages for the breach. Damages refers to the money which the court orders the breaching party to pay to the non-breaching party in compensation. Other remedies include specific performance, where a court orders the breaching party to perform the contract (that is, to do what it promised to do).

A party may want to transfer its rights under a contract to another party. This is called an assignment. When a party assigns (‘gives’) its rights under the contract to another party, the assigning party is called the assignor and the party who gets the rights is called the assignee.

After-reading tasks

Task 1. Answer the following questions

1. What is necessary for a valid contract?

2. Which two remedies following a breach of contract are mentioned?

3. Are any other options available in your own jurisdiction?

Task 2. Read the text again and decide if these statements are true (T) or false (F).

1. In all legal systems, parties must give something of value in order for a contract to be performed.

2. An offer must be met with a counter-offer before a contract is agreed.

3. Oral contracts are not always valid.

4. If in breach, the court will always force the party to perform the contract.

5. Assignment occurs when one party gives its contractual rights to another party.

Vocabulary tasks

Task 1. Complete the sentences using the words in the box.

|  |
| --- |
| breach counter-offer damages formation obligations oral contract terms |

1. Usually, contract …………………………. occurs when an offer is accepted.

2. A new offer made by one party to another party is called a …………………………. .

3. The price and the subject matter of a contract are essential …………………………… of a contract.

4. A contract which is not in written form but has been expressed in spoken words is called an …………………………… .

5. Under a contract, a party has ………………………… (that is, certain things it has to do).

6. When a party does not do what it has promised to do under a contract, it can be sued for ………………………….. of contract.

7. A court can award ………………………… to the non-breaching party.

Task 2. Match the verbs in the box with the nouns in the box they go with in the text.

|  |
| --- |
| accept award breach enforce file form make negotiate perform reject |

|  |
| --- |
| an offer a contract damages a lawsuit |

Task 3. Which other verb-noun collocations are possible with the words in Task 2?

**WRITING**

There are many types of legal contracts which create a legal relationship between individuals and between companies and individuals. Choose one type and make a draft contract with possible remedies stated in case the contract has been breached

**UNIT 7. EMPLOYING PEOPLE**

Pre-reading tasks

Task 1. Some people are talking about different aspects of their contracts of employment. Work with a partner and make a list of the points they are sure or unsure about.

“If I want to earn some money on the side doing call centre work at the weekends or working in a bar, there is nothing my employer can do to stop me”

“As far as I’m aware, my employer has no control over who I go to work for if I leave the company”

“If I wanted to leave the company, I would have to tell my employer a month in advance. Or is it two months?”

“I always manage to use up all my holiday by the end of the year, so I don’t know what happens if you’ve got some days left over. I imagine you just carry them over into the following year”.

“I actually can’t remember if my contract says anything about company secrets, taking documents home and all that kind of thing. I suppose it does though”.

“If I work overtime, I try to take that extra time off before the end of the year. Otherwise, I lose it. I don’t have any right to be paid for overtime that I have worked”.

Task 2. Look at your list again. What, in your experience, does a standard contract of employment usually say about these points?

EMPLOYMENT LAW

Employment Law Department is a specialist team. They advise on relevant law, employment policy and procedure, and the formation of employment contracts. They assist in the negotiation and settlement of disputes, and take or defend proceedings before an Employment Tribunal or in a civil court.

Employment law usually involves a mixture of contractual provisions and legislation regulating the relationship between employer and employee, and governing labour relations between employers and trade unions, for example with regard to collective agreements and collective bargaining about conditions of work. Developments in case law and changes to legislation, for example from the implementation of European Community directives, affect employers and employees alike. The practice of living and working in different jurisdictions means that lawyers also have to refer to international conventions to establish legal requirements.

The main statutory rights of employees include entitlement to:

* a national minimum wage
* equal pay for like work, that is, broadly similar work
* a written statement of employment particulars
* an itemized pay statement
* time off and holidays
* statutory sick pay
* a healthy and safe working environment
* family and parental leave
* protected rights on transfer of business to another employer
* notice of termination of employment
* not to have unlawful deductions from wages
* not to be discriminated against on grounds of sex, race, sexual orientation, disability, religion, age, part-time or fixed term employment, or trade union membership

Contract of employment

It is usual practice for employers and employees to enter into a written agreement which sets out their respective obligations and rights, and which constitutes a contract of employment, either at the commencement of employment or shortly before. Clauses in the contract generally deal with pay, deductions, hours of work, time off and leave, place of work, absence, confidentiality, restrictions on the actions of an employee once employment is ended (known as a restrictive covenant), giving notice, the grievance procedures in the event of job loss, and variation of contract (meaning parties may agree to vary terms of the contract but terms cannot be unilaterally varied, that is, by one party without agreement).

Employers are bound by the employment contract and statutory regulation as to how they may deal with employees, particularly in relation to the termination of employment. Failure to observe such obligations and regulations may give rise to a claim for wrongful dismissal (where the employer is in breach of contract), unfair dismissal (where the employer has not followed a fair dismissal and disciplinary procedure before terminating the contract), or constructive dismissal (where an employee resigns because of the conduct of his employer). Gross misconduct by the employee, for example theft from the employer, may result in summary, that is, immediate, dismissal. In other circumstances, the employee may be made redundant, for example if the employer has ceased to carry on business.

If to describe the structure of a commercial contract, it usually starts with its own description, for example, *THIS AGREEMENT*, followed by the parties and the date. Next usually come the definitions of words used repeatedly in the contract, and then recitals, giving details of the history or purpose of the contract. The operative part (the terms of the contract) then follows.

An employment contract contains information on salary or pay. The heading for this part of the contract or clause is usually called Remuneration.

A severance clause is very common. It ensures that the contract as a whole remains valid even if one or two clauses in it become invalid. The two parties are simply required to renegotiate the invalid clauses as quickly as possible.

After-reading tasks

Answer the questions

1. What are the functions of Employment Law department?

2. What type of relations does employment law involve?

3. Do lawyers have to refer to international conventions to establish legal requirements?

4. What is an employment contract formed for?

5. What is the typical structure of an employment contract?

Vocabulary tasks

Task 1. Make word combinations using the words from the box. Then use appropriate word combinations to complete the definitions below.

|  |
| --- |
| employment bargaining fixed tribunal collective relations sick trade employment union particulars time labour pay off term |

1. ………………….. …………………. - salary paid when an employee cannot work because of illness

2. ………………….. …………………. – restricted period of employment set out in contract

3. ………………….. …………………. – organisation which represents the workers, who are its members, in discussions of pay and working conditions with their employer

4. ………………….. …………………. – specialist court dealing in disputes between employers and employees

5. …………………... ………………… - written details of a position in a company

6. …………………… ………………… - negotiations between an employer and a trade union on terms and conditions of employment and work

Task 2. Which type of dismissal may have occurred in the following situations?

1. An employee decides to leave her job because she is moved, without consultations, to a new position in the company which she regards as a reduction in her role. A new post covering broadly the same area as hers is offered to an outside applicant.

2. An employee is forced to leave his job because he has arrived at his place of work under the influence of alcohol on several occasions.

3. An employer has not gone through the appropriate procedures before forcing an employee to leave his job.

Task 3. Choose the correct prefix from the box to make the opposite of the adjectives below.

|  |
| --- |
| un non- il ir |

1. relevant 2. legal 3. lawful 4. restrictive 5. fair 6. statutory

Task 4. Below are some clause headings taken from a standard contract of employment. Match them with the correct clauses. One heading is extra.

**Absence Applicable law Competition Confidentiality Duration of contract/Term of employment Duties Leave entitlement Severance Working hours**

Clauses

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employee shall not make known to any third party any information in respect of patents, know-how, trade secrets or other confidential matters which relate to the Company or its clients or its suppliers or its co-operation partners. The origins of any documents relating to such information are to be surrendered to the Company immediately upon termination of employment.

2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the duration of this contract of employment and for a period of two years thereafter the Employee undertakes not to be employed in any way either by firms which compete with the Company or conduct similar business to that of the Company or by firms which are connected to or associated with such firms without the consent of the Company.

3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employee’s service with the Company commences on April 1st 20.. and continues for an unlimited period of time, but until no later than the statutory retirement age.

4 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Should the Employee be unable to work on account of certificated illness, full pay will continue according to the length of service scales set forth in the attached Staff Handbook. Irrespective of the length of service, there is a minimum full pay entitlement of 30 days.

5 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employee is entitled to 30 days’ paid leave in the calendar year plus public holidays. In arranging the dates of this leave, the Employee shall give proper consideration to the needs of the Company.

6 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employee shall, as External Project Coordinator, manage the Company’s projects with external partners in the field of telecommunications software development.

7 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The construction, validity, and performance of this contract shall be governed in all respects by law.

8 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The invalidity or unenforceability of individual provisions does not affect the validity or enforceability of the contract as a whole. In lieu of any such inoperative provisions, agreement shall be reached by the parties on replacement provisions which approximate as closely as possible to the stated commercial intentions of the parties.

**WRITING**

Write about the main statutory and contractual rights in employment in a jurisdiction you are familiar with? What rights do employers and employees have on termination of contract?

**UNIT 8. DISCRIMINATION**

Pre-reading task

Discuss the following questions.

1. Employment discrimination can be based on age, gender and race—are there other categories you can think of?

2. Are women and men employed as equals in your country, in terms of pay and conditions?

Read the text and do the after-reading tasks.

The US Supreme Court today hears a case which could have a big impact on the size of damages paid by US employers in employment discrimination lawsuits. The court agreed to hear the case, Carole Colstad vs. the American Dental Association (ADA), to clarify what kind of employer conduct will give rise to punitive damages—damages awarded to punish and deter an offender—in lawsuits involving sex discrimination. However, law employment experts said that the suit was also likely to have a knock-on effect on race, age and other employment discrimination suits brought under Title VII of the 1991 Civil Rights Act.

The case involves a female lawyer employed as a lobbyist for the ADA, a professional trade association. A jury found that Ms Colstad was denied promotion because of international sex discrimination. The issue before the court is not whether this is so, but whether such discrimination must be a ‘egregious’ before punitive damages are awarded.

Title VII permits such damages where there was ‘malice or … reckless indifference to the federally protected rights of an individual’. But in Ms Colstad’s case an Appeals Court found that the ADA’s conduct was neither ‘egregious’ nor ‘truly outrageous’ enough to merit punitive damages.

At the moment there is confusion over the standard of conduct necessary to attract punitive damages, with the various circuits courts applying differing standards to define ‘reckless indifference’. If the Supreme Court upholds the Appeals Court’s decision in Colstad—that the conduct did not meet this standard of ‘egregious’—this would set a new standard nationwide that could limit the size of both jury awards and pre-trial settlements.

Conversely, if Ms Colstad wins, jury awards and settlements could shoot up. Her lawyers argue in their brief that ‘egregious’ is too high a standard, and that employees need only show that their employers knew or should have known their conduct was probably unlawful in order to have claims for punitive damages put before a jury.

“if adopted, this standard would subject employers to punitive damages virtually every time an employee engages in international discrimination against another’’, the US Chamber of Commerce argues in a brief field to support in ADA. “Our concern is that punitive damages would become the norm, not the exception’’, says Stephan Bokat of the National Chamber Litigation Centre, which has also backed the ADA.

According to Jury Verdict Research, which tracks jury awards, 40 % of verdicts in gender discrimination cases in the last six years have included punitive damages. The lawcaps damages at $50,000--$300,000 per plaintiff, depending on the size of the employer.

A lower court jury awarded Ms Colstad back pay after a male employee in the same office was, according to her lawyer’s brief, ‘preselected’ for a promotion for which he was less qualified than she was.

After-reading tasks

Answer the questions.

1. What is the case about?

2. Where is the case being heard? Who brought the appeal—the ADA or Ms Colstad?

3. What types of discrimination are mentioned in the text?

4. Why did Ms Colstad sue the ADA?

5. Was there any dispute about the facts of the discrimination against Ms Colstad?

6. What was the lower Appeals Court’s decision?

7. Which organisation is mentioned that supports the ADA?

8. If the Supreme Court decides in favour of Ms Colstad, how much may she receive in damages?

Task 2. Choose the best explanation for each of these words or phrases from the text.

1.knock-on effect

a) blow to the body b) wider consequences c) entry requirement

2.malice

a) friendliness b) with bad or cruel intention c) international

3.reckless indifference

a) arriving without care b) heartless and cruel c) not caring about consequences

4.upholds

a) reserves b) agrees with and supports c) sets a standard

5.brief

a) short letter b) legal document c) kind of case

6.caps

a) sets an upper limit b) interferes c) is the head

Vocabulary tasks

Task 1. Use an appropriate word or phrase from the box to complete each sentence.

|  |
| --- |
| Cap Act lawsuit limit federal rights punitive damages  jury egregious circuit judge settlement brief appeal |

1. The amount of money awarded to a victim has a …………………………………. .

2. The courts are in session at different times during the year in different places, so that the ………………………………………… can work in a variety of places.

3. When Parliament votes to pass a Bill it becomes an ………………………………… .

4. There is no …………………………….. on the liability of owners in a private partnership.

5. Many people think there should be a specialist …………………………………. for complex fraud cases.

6. American citizens should study their ………………………………….. so that they know what laws protect them from abuse.

7. Damages set very high in order to deter others are called …………………………….. .

8. A special term for very bad behaviour in the US is ………………………………….. behaviour.

9. Every court decision may be sent for …………………………………… if circumstances justify it.

10. An out-of-court …………………………………… is desirable if possible.

11. Anyone can bring a …………………………………….. against someone else if they feel they have suffered a wrong that cannot be settled easily.

12. A barrister cannot work in a court without a ………………………………….. from a solicitor.

Task 2. Match the opposites.

|  |  |
| --- | --- |
| 1.lawful | a) illegal |
| 2.clarify | b) female |
| 3.legal | c) unlawful |
| 4.malice | d) one-of |
| 5.preselection | e) confession |
| 6.male | f) confuse |
| 7.punitive | g) token |
| 8.knock-on effect | h) kind intention |
| 9.discriminate against | i) fair job promotion procedures |
| 10.denial | j) act fairly |
|  |  |

Task 3. Complete these sentences with a preposition from the box.

|  |
| --- |
| To up against at under on |

1. If she wins this case, awards and settlements could shoot …………………… .

2. The suits are brought …………………. Title VII of the 1991 Civil Rights Act.

3. There may be a knock-………………… effect: other types of discrimination suits will be affected.

4. The decision will have a major impact……………………….. employers nation-wide.

5. Some companies may be subject……………………….. enormous claims.

6. The law caps damages …………………………… a certain sum of money, depending ………………………. the size of the company.

7. According …………………………. the researchers, juries often award punitive damages in cases where there has been discrimination ………………………… women in the workplace.

8. What kind of conduct could give rise ………………….. punitive damages?

**WRITING.**

Check what the law in your country says about employment and equal opportunities. How do these effect disabled people? Write a brief report.

**UNIT 9. CYBERSPACE FRAUD**

Pre-reading task

Answer these questions

1. Have you ever bought anything through the Internet? If so, what did you buy?

2. How did you pay for the goods you bought? Did you receive them safely?

3. What guarantee did you have that you would get what you paid for?

CYBERSPACE FRAUD AND ABUSE.

Unwary investors are in danger today of being taken for a ride on the information superhighway.

State securities regulators around the US are concerned about the explosion in illicit investment schemes now flourishing on commercial bulletin board services and the informal web of computer networks that make up the Internet. Households that already have access to online services are being exposed to hundreds of fraudulent and abusive investment schemes including stock manipulations, pyramid scams and Ponzi schemes.

Cyberspace, as the online world is known, has the potential to educate investors and help them become better consumers. Any computer and modem is a few key-strokes away from research data and financial news. However, State securities regulators emphasise that the problem of illicit and abusive online investment schemes has the potential to spread like wildfire through the Internet, using increasingly popular commercial bulletin board services, live discussion groups (chats), e-mail, an information web pages, all of which can maintain the anonymity of cyberspace. This is exploited to the hilt by those who promote fraudulent investment schemes.

New frauds are emerging, too. According to Internet Fraud Watch, complaints about fraud on the Internet have risen 600% since 2005, and online auction complaints where the number one fraud complaint only one year later, a dramatic rise. The majority of payments in these fraud cases were made offline, by cheque or money order sent to the company. “Requesting cash is a clear sign of fraud. Pay the safest way. if possible pay by credit card because you can dispute the charges if there is a problem”, says the Director of Internet Fraud Watch. IFW recommends that buyers use escrow services: they take payment from the buyers and only pass money along to the sellers after verification that the goods or services were satisfactory. Some auction companies have programmes to ensure transactions.

The top 10 scams were, according to the National Consumer League:

1. Web auctions: items bid for but never delivered by the sellers, the value of items inflated, shills suspected of driving up bids;
2. General merchandise: sales of everything from T-shirts to toys, calendars and collectibles, goods never delivered or not as advertised;
3. Internet services: charges for services that were supposedly free, payment made online and Internet services that were never provided or were falsely represented;
4. Hardware or software computer equipment: sales of computer products that were never delivered or were misrepresented;
5. Business opportunities like multi-level marketing or pyramid schemes, in which any profits were made from recruiting others, not from sales of goods and services to end-users;
6. Business opportunities or franchises; empty promises of big profits with little or no work by investing in pre-packaged businesses or franchise opportunities;
7. Work-at-home plans: materials and equipment sold with the false promise of payment for ‘piece work’ performed at home;
8. Advance fee loans: promises for loans contingent on the consumer paying a large fee in advance. Once the fee is paid, the loans are never disbursed;
9. Credit ‘repair’: fraudulent promises to remove accurate but negative information from consumer credit reports;
10. Credit card issuing: false promises of credit cards to people with bad credit histories on payment of up-front fees.

After-reading tasks

Answer these questions

1. What are the main types of investment fraud reported in the text?
2. How does the text define *cyberspace?*
3. Which four uses of the Internet does the text mention?
4. Anonymity – not being identified, or traced by your real name—is important for criminals. How does the Internet help them?
5. Which organisations could you inform if you were a victim of a scam on the Internet?
6. Which crime has increased most in the last year or so, according to the text?
7. Do most victims of fraud use traditional payment methods?
8. What does the acronym IFW stand for?
9. An escrow service is a safe way of paying for Internet transactions. How does this work?

**Understanding details.** Answer these questions.

1. How do households get exposed to fraudulent schemes in cyberspace?
2. How can the price of stocks and shares be easily manipulated over the Internet?
3. What are the five most common types of Internet fraud, according to Internet Fraud Watch?
4. Mail and telemarketing fraud pre-dated Internet fraud. True or false?
5. Are cyberspace frauds really any different from frauds committed through more traditional communication channels?

Vocabulary tasks

Task 1. Match the definitions with the scams listed (1-10) in the text.

1. Charging for Internet services that are supposed to be free or which fail to appear
2. Promising loans of large sums of money after a small fee has been received
3. Tempting people to invest in franchise businesses by promising quick profits
4. Getting people involved in schemes that work by recruiting a network of other salespeople but not selling any goods
5. Selling materials for making-up at home but never selling the things which clients have made
6. Falsely guaranteeing that bad credit ratings can be removed from the records
7. Taking money for falsely promising credit cards to people with bad-risk ratings
8. Receiving money for all kinds of goods that are never delivered
9. Selling computer equipment that fails to arrive or is not what was ordered
10. Auctioning goods online then not sending the goods, or sending faulty or overpriced articles

Task 2.Choose the best explanation for each of these words or phrases from the text.

1. illicit
2. unhealthy b) legal c) against the law
3. Stock manipulations
4. moving cattle b) selling securities c) illegally influencing share prices
5. Spread like wildfire
6. destroy by fire b) spread very rapidly c) lose your temper
7. To the hilt
8. to maximum advantage b) part time c) electronically
9. Piece work
10. working for the community b) working in the factory c) being paid for each item produced
11. Contingent on
12. in front of b) dependent on c) next to
13. Disbursed
14. paid money out b) collected money c) advertised
15. Up-front fees
16. fees that increase as time passes b) money paid after receiving goods c) money paid before receiving goods

Task 3.Use an appropriate word from the box to complete each sentence.

|  |
| --- |
| False fines redress liable regulations fraudulent faulty  counterfeiting misrepresentation rulings |

1. The EC hopes to agree on the ……………………………….. that will govern the Internet in Europe.
2. The courts made to important …………………………….. on the Internet and free speech in the US.
3. There must be ways to seek ……………………………………. for loses suffered because of electronic fraud.
4. There will be attempts to prevent …………………………………… trading.
5. When an issue is found to be in the wrong, they will be ………………………. for some form of compensation to the victim.
6. In the US, very heavy ………………………………….. have been levied on certain abusers of the Internet.
7. The Commission is also keen to prevent crimes of forgery like …………………………………. .
8. Many victims receive goods which are different from what they expect—the sellers are guilty of ……………………………….. .
9. Other cases are when the goods received are …………………………….. and do not work.
10. Some credit cards can be issued under a ……………………………… name.

**WRITING.**

Write a report for your colleagues at work or university warning them of the dangers of electronic commerce. Describe the different scams you have read about.

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