JUPITER PRIME
Consulting • Training • Advisory
جوبيتر برايم للاستشارات والتدريب

COURSE BROCHURE

Common Law Contracts in Cross-Border Disputes Training Course

8 – 12 March 2027
Madrid

Common Law Contracts in Cross-Border Disputes Training Course

Ref: 962_36456 **Date:** 8 – 12 March 2027 **Location:** Madrid **Fees:** 5600 GBP

Common Law Contracts in Cross-Border Disputes is a 1-week training course for in-house counsel, contract managers and dispute advisers, built around a Governing Law and Forum Clause Memo that each participant drafts for a live agreement. Cross-border deals increasingly select common law to govern them, so the way courts and tribunals read those contracts now decides who carries loss when performance fails. Jupiter Prime Training delivers this course on common law contracts in cross-border disputes.

Why Common Law Contracts in Cross-Border Disputes Matter Now

Three forces shape this field today: counterparties in construction, energy and shipping keep choosing common law for its predictability, institutional arbitration keeps growing as the forum for those contracts, and boards expect legal risk priced before signing. Reading precedent and damages rules well means settling from strength; misreading them means unrecoverable loss. The course rests on the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards New York Convention and the UNCITRAL Model Law on International Commercial Arbitration Model Law.

Who Gains Most from Common Law Contracts in Cross-Border Disputes

- Counsel responsible for negotiating governing law and dispute resolution clauses in cross-border agreements
- Contract owners who track performance, notices and variations under common law terms
- Claims specialists who quantify loss and prepare evidence for tribunals or courts
- Procurement leads who accept or resist counterparties' standard terms on foreign projects
- Advisers who brief senior executives on settlement value and litigation exposure

A legal function sending its contract and claims leads together gains most.

Common Law Contracts in Cross-Border Disputes Capabilities

Participants learn to predict how a judge or arbitrator will treat a common law clause.

- Assess the case for selecting common law as governing law — board approval of deal terms
- Apply contextual interpretation principles to ambiguous clauses — claim and defence strategy
- Test whether a term will be implied by fact or by law — negotiation of express wording
- Calculate expectation damages within remoteness and mitigation limits — settlement authority
- Weigh arbitration against court litigation for a given counterparty — forum selection
- Communicate clause risk in plain terms to commercial leaders — executive sign-off

Key Common Law Contracts in Cross-Border Disputes Terms

- Governing law clause — the contract term naming the legal system whose rules decide the meaning and enforceability of the agreement.
- Contextual interpretation — reading words against the background known to both parties, not the literal text alone.
- Implied term — an obligation a court adds to a contract because it is necessary for business efficacy or obvious to both parties.
- Remoteness of damage — the rule limiting recoverable loss to what was reasonably foreseeable as likely when the contract was made.
- Liquidated damages — a sum fixed in advance as payable for a specified breach, enforceable unless it is a penalty.
- Entire agreement clause — a term stating that the written contract replaces all earlier negotiations.

Common Law Contracts in Cross-Border Disputes Day by Day

Day 1: Choosing Common Law to Govern the Deal

- Precedent and Freedom of Contract — Why Counterparties Select Common Law
- Governing Law Clause Drafting — Certainty for Cross-Border Performance
- Formation, Offer and Consideration Tests — Is There a Binding Contract
- Mandatory Local Rules Versus Chosen Law — Limits on Party Choice
- Split Law and Forum Arrangements — Hidden Conflicts in Combined Clauses

Day 2: Reading the Contract as a Tribunal Would

- Contextual and Literal Interpretation — Resolving Ambiguous Payment Wording
- Contra Proferentem Rule — Who Bears Drafting Uncertainty
- Entire Agreement and Non-Reliance Clauses — Excluding Pre-Contract Statements
- Business Efficacy and Officious Bystander Tests — When Terms Are Implied
- Good Faith Duties Under Common Law — Relational Contracts and Their Boundaries

Day 3: Breach, Remedies and Damages

- Conditions, Warranties and Innominate Terms — Right to Terminate
- Expectation and Reliance Measures — Choosing the Damages Basis
- Remoteness and Mitigation Rules — Capping Recoverable Loss
- Liquidated Damages Versus Penalties — Enforceability of Delay Sums
- Limitation and Exclusion Clauses — Allocating Consequential Loss Risk

Day 4: Selecting the Forum and Enforcing the Outcome

- Arbitration and Court Litigation Comparison — Confidentiality, Appeal and Speed
- Arbitration Agreement Drafting Under the Model Law — Seat and Rules
- Document Disclosure and Witness Evidence — Building the Claim File
- Award Recognition Under the New York Convention — Recovery Across Borders
- Asymmetric and Multi-Tier Dispute Clauses — Escalation Before Proceedings

Day 5: Practising the Governing Law and Forum Clause Memo

- Clause Interpretation Exercise — Applying Contextual Reading to a Disputed Term
- Damages Quantification Drill — Applying Remoteness to a Supply Failure
- Forum Choice Simulation — Applying Arbitration and Court Trade-Offs
- Executive Risk Briefing — Explaining Exposure to Commercial Leaders
- Governing Law and Forum Clause Memo — Final Recommendation and Redraft

Applying Common Law Contracts in Cross-Border Disputes After the Course

- Audit the governing law and forum clauses in three active cross-border agreements using the split-law conflict checklist.
- Redraft the organisation's standard liquidated damages and exclusion wording so it survives the penalty and consequential loss tests.

Common Law Contracts in Cross-Border Disputes Questions FAQ

What are common law contracts in cross-border disputes and why do they matter now?

They are international agreements governed by common law whose meaning and remedies are tested in arbitration or court. They matter now because more energy, construction and trade deals choose common law, and a misread clause shifts losses.

Which roles gain most from common law contracts in cross-border disputes training?

In-house counsel, contract managers and dispute advisers gain most. You draft or defend clauses a foreign tribunal may later read.

How does common law contracts in cross-border disputes differ from a general arbitration course?

It focuses on the substantive contract law that decides the outcome, not on procedure alone. It examines interpretation, implied terms and damages, then links them to forum choice.

What do you bring back from common law contracts in cross-border disputes training?

You bring back a reviewed memo on one real agreement. It sets out the governing law choice, forum recommendation, clause redrafts and damages exposure.

Common Law Contracts in Cross-Border Disputes: The Way Forward

The Governing Law and Forum Clause Memo first informs whether to accept a counterparty's proposed law and seat on the next cross-border deal. Counsel, contract owners and claims specialists use it to align drafting with likely remedies. After first use, revisit how damages caps performed and update the clause library.