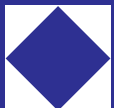


Eckart J. Brödermann

# UNIDROIT Principles of International Commercial Contracts

An Article-by-Article Commentary

Second Edition



**Nomos**



Deutscher Anwaltverein  
Arbeitsgemeinschaft  
Internationales Wirtschaftsrecht

# UNIDROIT Principles of International Commercial Contracts

An Article-by-Article Commentary

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This 2<sup>nd</sup> edition is dedicated to Peter Mankowski (1966-2022),  
my colleague at the University of Hamburg  
who caused me to write this commentary,  
initially contemplated to become just a chapter to  
his commentaries on “Commercial Law”

(C.H. Beck/Hart/Nomos 2019)\*

\* A short version of this commentary will be published as Chapter III in the 2<sup>nd</sup> edition of the book “Commercial Law, Article-by-Article Commentary”, continued in *Peter Mankowski’s* spirit by *Gilles Cuniberti and Matthias Lehmann*, as part of the series of commentaries on “International and European Business Law”, edited by *Reiner Schulze and Matthias Lehmann*. As a stand-alone book, this commentary is published for the German speaking countries Austria, Germany, Luxembourg and Switzerland by Nomos (with a blue cover) and worldwide for all other countries by Wolters Kluwer (with a red cover).



## FOREWORD TO THE 2<sup>nd</sup> EDITION BY THE AUTHOR

**Globally Recognised General Principles and Rules.** Close to hundred years ago, in 1926, the **International Institute for the Unification of Private Law** (“**UNIDROIT**”) was established by the League of Nations. Between 1970, 1994 (1<sup>st</sup> edition) and 2016 (4<sup>th</sup> edition), it compiled and developed general principles and rules of general contract law under the heading “**UNIDROIT Principles of International Commercial Contracts**”. Following the adoption by the Governing Council of the (63) Member States of UNIDROIT, these general principles and rules have been recognised by (i) the international legal community including the **U.N. Commission on International Trade Law** and the **Union Internationale des Avocats (UIA)**, as well as *e.g.* (ii) innumerable arbitral awards and national court decisions (→ Annex to the Preamble in this 2<sup>nd</sup> edition).

**A Tool for Practice.** The UNIDROIT Principles of International Commercial Contracts (“**UNIDROIT Principles**”) provide an invaluable tool for the drafting, negotiation and risk management of international commercial contracts. They can play an important role in international arbitrations and even in national litigations. They can be chosen as the **applicable contractual regime**, preferably in combination with an arbitration clause. They can be used as a resource **to interpret or supplement** (i) **contracts** of the parties, (ii) **international uniform law** such as the Convention on the International Sale of Goods or (iii) **even national law**. For many years, they have inspired and continue to inspire legislators in different parts of the world including Europe (*e.g.* France 2008, 2016), Asia (*e.g.* China 1999), South America (Paraguay 2015) and Africa (OHADA-Project). Against this background accessible knowledge about the UNIDROIT Principles is essential for international trade at a state-of-the-art level.

**>20 Years of Practical Experience with the UNIDROIT Principles.** I came across the UNIDROIT Principles **for the first time in 2001** as counsel in an international arbitration comprehending five jurisdictions. After an inconclusive fight about the applicable law and the interpretation of conflicting choice of law clauses, the parties agreed to adopt the UNIDROIT Principles (→ Introductory Remarks to Section 7.4). Ever since, I have been attracted by the brilliance with which the **UNIDROIT Principles bridge diverse legal cultures**: often common and civil law, on occasion the Germanic and the French approach to civil law, or different approaches within the common law world. Coming from a traditional public and private international law as well as a comparative (national) legal law background with training in French, U.S. and German law, I saw the charm and the chance to work with transnational soft law on contracts which is compatible with just about all civil and common laws of the world. By now, the reality has surpassed my expectations by far. The UNIDROIT Principles have become **part of my daily professional life**, (i) in my daily practice of **international contracting as outside counsel** in negotiations with counter-parts from multiple jurisdictions in the **Americas, Asia, the EMEA region and Africa**; (ii) in **arbitration**: *as arbitrator* when writing awards, *as counsel* and *as expert* in arbitrations, or, back in 2007, when (co-)drafting the *arbitration rules* of the Chinese European Arbitration Centre “CEAC” (whose rules allow explicitly the option to choose the UNIDROIT Principles), and (iii) in **teaching** international contracts or international arbitration **at the University of Hamburg** or, as a guest lecturer, at other universities such as recently Kyiv or at international webinars etc.

**Purpose.** The literature concentrating on the UNIDROIT Principles is abundant. Yet, when it comes to really applying the UNIDROIT Principles, **concrete guidance** in an article-by-article manner can be extremely helpful. This article-by-article approach has a long-standing

German tradition to interpret “written” law which can be well transferred to “soft” law like the UNIDROIT Principles. The “Official Comments”, edited by UNIDROIT, provide a starting point and constitute a (primary) source of soft law; they are part of the UNIDROIT Principles. The discussion in the (secondary) legal literature can go one step further. It has the liberty to raise questions, to make observations or to give practical hints. The format of article-by-article comments permits specific issues to be addressed and to discuss alternative options to applying the discussed article. The footnotes point at further comments, including already in **the first edition** in particular (i) comments in the **historic materials** from the time between 1970 and 2016 which include studies, reports and protocols from discussions of the Working Group; (ii) in the first commentary which was written outside the auspices of UNIDROIT by a team around **David Morán Bovio** in Spanish (2<sup>nd</sup> ed. Pamplona 2003, relating to the initial 1994 edition of the UNIDROIT Principles) or (iii) in the detailed commentary edited by **Stefan Vogenauer** and his international team from 13 different jurisdictions on five continents (2<sup>nd</sup> ed. Oxford 2015, ca. 1528 pages; a 3<sup>rd</sup> ed. is forthcoming).

**Approach.** The overall approach of this commentary is **rather practical than academic**. The goal is to provide **overviews in a nutshell** for each of the 211 articles, **including options** as applicable, and to assist the practitioner to navigate in the UNIDROIT Principles system. While they are often self-explanatory, the UNIDROIT Principles deserve in-depth studying. They are usually not part of the curriculum at university, at least not at any advanced or applied level. For the same reason, the book includes many cross references to facilitate the access to interdependent principles.

**Reception of the 1<sup>st</sup> Edition.** The reception of the first edition of this commentary has been positive. It has received **35 book reviews in 19 jurisdictions** as well as in eight international journals, e.g. of committees of the International Bar Association, and in social media or on websites.<sup>1</sup> Apparently, the time is ripe for the UNIDROIT Principles. Local Bar

- 1 **(1.) Reviews in International Law Journals** by **(1.) Thayananthan Baskaran (Malaysia)**, *Construction Law International* Vol. 15 Issue 1 (March 2020) <https://www.ibanet.org/Article/NewDetail.aspx?ArticleUid=a9a975b3-b340-4972-95cc-66b68d0cba60> (online) [last visited on 9 January 2023]; **(2.) Prof. Dr. Klaus Peter Berger, LL.M. (Virginia) (Germany)**, *ARBTR INT.* 469, 469-71 (2018); **(3.) Prof. em. Dr. François Dessement (Switzerland)**, *Journal of International Arbitration*, 36 No. 4 (2019), pp. 533-538 (2019); **(4.) Prof. Dr. Christiana Fountoulakis (Switzerland)**, *European Journal of Law Reform* 2019 (21)4, issue 4, pp. 627-629 (2019); **(5.) Sally A. Harpole (USA)**, *Dispute Resolution International*, Vol. 13 No. 2, October 2019, pp. 189-191 (2019); **(6.) Paul Hayes QC (UK)**, *Journal of International Arbitration* Vol. 37, Issue 3, pp. 405-406 (2020); **(7.) Andrew Tetley (UK, from France)**, *ICC Dispute Resolution Bulletin* 2020 issue 1, pp. 141-142 (2020); **(8.) Prof. Janet Walker, Ph.D. (Canada)**, *The International Construction Law Review*, Part 4-2019, pp. 585-586 (2019); and **(II.) Reviews in National Law Journals** in **(1.) Australia: Ian Davidson SC**, *Australian Law Journal* 894, Vol. 93 No. 11 November 2019, pp. 967-968 (2019); **(2.) Brazil: Prof. Dr. Lauro Gama Jr., LL.M. (McGill)**, *Revista Brasileira de Arbitragem* No. 61, Jan-Mar 2019, pp. 222-225 (2019); **(3.) Bulgaria: Velislava Hristova, LL.M. (Sofia), LL.M. (Stockholm)**, *Commercial Law Journal* 1-2, pp. 109-112 (2020); **(4.) Canada: Douglas F. Harrison**, *Canadian Business Law Journal*, Vol. 63, pp. 410-418 (2020); **(5.) Czech Republic: Dr. Ondřej Rathouský**, *Obchodní Právo* 05/2019, S. 40 (2019); **(6.) Slovakia: Dr. Ondřej Rathouský**, *epravo.sk* (November 2019) <https://www.epravo.sk/top/aktualne/recenzia-unidroit-principles-of-international-commercial-contracts-an-article-by-article-commentary-4615.html> (online) [last visited on 9 January 2023]; **(7.) England (UK): Camilla Godman**, *CIArb eSolver* (June 2018) <https://news-ciarb.org/18H-509R9-B8QHBT3S51/cr.aspx> (online) [last visited on 9 January 2023]; **(8.) Finland: Nikola Božić**, *Liikejuridikka*, *Finnish Business Law Journal* 3-2019, pp. 145-154 (2019); **(9.) Germany: Prof. Dr. Antje Baumann, LL.M. (Berkeley)**, *SchiedsVZ* 3/2019, pp. 147-148 (2019); **Claus H. Lenz**, *ZVertriebsR* 2/2019, pp. 135-136 (2019); **Prof. Dr. Burkhard Piltz**, *IHR* 2019, pp. 129-130 (2019); **Prof. Dr. Dr. h.c. Rolf A. Schütze**, *IWRZ* 2/2019, pp. 95-96 (2019); **Klaus Vorpeil**, *RIW* 12/2018, pp. III (2018); **(10.) Israel: Gideon Fisher, Ph.D., LL.M. (Cambridge)**, *Israel*, (online November 2019); **(11.) Italy: Alberto Pasino**, *Il Diritto Marittimo* 2019, pp. 660-661 (2019); **(12.) Mauritius: Jamsheed Peeroo, Ph.D., LL.M. (London)**,

associations (like the *Tennessee Bar*), merchants' associations (like the *German Association of Industries "BDI"*) and associations of young lawyers – the legal future – like the *Willem C. Vis Moot Alumni Association* have taken an interest. They have organised webinars and/or **continued legal education events** on the subject. A team of Chinese lawyers led by Professor *Guigi Wang* (Zhejiang University) has published in 2021 a **Chinese translation** of the commentary (国际统一私法协会国际商事合同通则——逐条评述, China Law Press 2021). *Christian Zinser* (Mexico) and Professor *Pedro Mendoza Montano* (Guatemala) are currently working in liaison with the Mexican Bar Association *Ilustre y Nacional Colegio de Abogados de México, A.C.* on a **Spanish translation** based on the manuscript for this 2<sup>nd</sup> edition. The 'Introduction' of the 1<sup>st</sup> edition has been used for teaching at the university (by Professor *Mendoza Montano*). The 1<sup>st</sup> edition has also inspired a few companies (including the US-European subgroup of a Japanese Fortune 500 company) to actually add the UNIDROIT Principles to the list of General Counsel approved laws. **Close to 30 years following the publication of the first edition of the UNIDROIT Principles in 1994, the time of the UNIDROIT Principles has arrived.**

**On the 2<sup>nd</sup> Edition.** For the second edition, further experiences from practice, especially from the negotiation of long-term contracts, more materials, studies and literature have been incorporated.

1. **Negotiation Practice.** Approximately five additional years of regular and often daily work under the UNIDROIT Principles with Asian-American, both German and international clients supporting the approach of my law firm to **"Simplified Global Contracting"** under the UNIDROIT Principles as bridges between common and civil law, or between different civil or common laws, preferably combined with an arbitration clause, had the effect of an **incubator** both **(i) to detect further practical aspects** with regard to the application of the UNIDROIT Principles (by choice of 'soft' law or by using them as templates or as arguments in negotiations); and **(ii) to try different methods of convincing** the other party to accept the UNIDROIT Principles. From this practice, an **enhanced choice of the UNIDROIT Principles-clause** has emerged in 2020. It has considerably **increased the acceptance level** of the UNIDROIT Principles in negotiations with "novices" to the subject (→ Introduction no. 9a). The upgraded comments include now even more experiences from such negotiations and discussions with common and civil law lawyers agreeing to the choice of the UNIDROIT Principles; and to demonstrate that if parties carefully draft their contracts "with the level of specificity common in English law jurisdictions, there would be [...] little substantive difference whether the UNIDROIT Principles or English law is the governing law" (*Rena See/Darshimi*

MARC Insights 2019, issue 1, pp. 97-98 (2019); **(13.) Netherlands / Luxemburg:** *Clara Marahuenda*, *Revue Internationale du Droit des Affaires-Internationaal Tijdschrift voor Ondernemingsrecht* (D.A.O.R.) 2020/1 – no. 133, p. 123 (2020); **(14.) New Zealand:** *Prof. Petra Butler, Ph.D., LL.M. (Wellington)*, *Victoria University of Wellington Law Review* (VUWLR) 49, pp. 409-412 (2018); **(15.) Singapore:** *Michael Patchett-Joyce*, *Singapore Law Gazette* (January 2019) <https://lawgazette.com.sg/lifestyle/book-shelf/unidroit-principles/> (online) [last visited on 9 January 2023]; **(16.) Spain:** *Prof. em. Dr. François Dessemontet (Switzerland)*, *Spain Arbitration Review* Vol. 2019 Issue 34, pp. 179-183 (2019); **(17.) Switzerland:** *Prof. Dr. Felix Dasser, LL.M. (Harvard)*, *ASA Bulletin*, Vol. 37, No. 3, 2019, pp. 777-778 (2019); *Dr. Mauro Loosli*, *AJP/PJA* 12/2019, S. 1383 (2019); **(18.) Turkey:** *Prof. Dr. Ziya Akıncı, LL.M. (Ankara, Exeter)*, *Istanbul Arbitration Centre (ISTAC)* (2018) <https://istac.org.tr/wp-content/uploads/2018/09/istac-newsletter-September-2018-Full.html> (online) [last visited on 9 January 2023]; **(19.) United States:** *Brenda Horrigan (Australia)*, *NYSBA New York Dispute Resolution Lawyer*, Fall 2018 Vol. 11 No. 2, p. 95 (2018); *Timothy G. Nelson*, *American Review of International Arbitration (ARIA)*, Vol. 30 no. 3 (2019), pp. 417-423 (2019)

**(III.) On Websites:** e.g. of the *Association Française de l'Arbitrage (France)*, on 20 December 2019.



*Prasad*) (→ Annex to Preamble no. 4). A new chapter “**Annex to Section 5.1 – UNIDROIT Principles for Specific Kinds of Contracts**” provides a practical overview (in a **checklist format**) for the use of the UNIDROIT Principles for **sales, services and construction contracts**. Further, in this 2<sup>nd</sup> edition, I have substantially increased the **practical examples from long-term contract negotiations** concluded under the UNIDROIT Principles, whereby many such examples are drawn from the **automotive industry**, while experiences from other industries (including *pro bono* work for humanitarian support to the Ukraine) has also provided some ‘flesh’ to the life under the UNIDROIT Principles.

2. **Country Reports.** In 2019 and 2021, two comparative overviews with **numerous country reports** on the usability and use of the UNIDROIT Principles in practice have been published. In 2019, The **International Bar Association (IBA)** has published “Perspectives in Practice of the UNIDROIT Principles 2016 - Views of the IBA Working Group on the practice of the UNIDROIT Principles 2016 including 250 case summaries and **28 country reports**. In 2021, **Alejandro Garro and José Antonio Moreno Rodríguez (eds.)** have published a book on the “Use of the UNIDROIT Principles to Interpret and Supplement Domestic Contract Law” with **20 country reports** (including 11 jurisdictions not covered by the IBA Report; → Preamble, no. 12 a-b).
3. **Further Research of Case Law:** My own comparative research in 2019/2020 on case law in 26 jurisdictions in the context of a 15 billion USD-international arbitration under the UNIDROIT Principles has revealed yet further six jurisdictions with national judgements referring to the UNIDROIT Principles. The results of that research provide the basis for a **new chapter on the UNIDROIT Principles as General Principles of International Commercial Contract Law** (→ Annex to Preamble no. 20 *et seq.*) which argues the case for this assessment; again, time has changed since 1994 when the UNIDROIT Principles were first published.
4. **Legislative Materials, Note of the Secretariat and Tripartite Legal Guide.** For the 2<sup>nd</sup> Edition, jointly with a team of my best students, I have analysed in more depth the historic materials which have become more easily accessible (online). **Overviews of relevant materials** are now placed before each section. As a result, the footnotes now contain more detailed references to the discussions of the Working Group to which I was partly privy as an observer during the preparation of the 2010 edition, on behalf of the IBA (then: Outer) Space Law Committee.

At the occasion of the Covid 19-health crisis, the Secretariat of UNIDROIT has released in **2020** a special note discussing the **interrelation between the rules on hardship and force majeure** (→ Art. 6.2.2 no. 6). In the same vein, UNIDROIT has published jointly with the United Nations Commission on International Trade Law and the Hague Conference on Private International Law in **2021** a **Legal Guide to Uniform Instruments in the Area of International Commercial Contracts, with a Focus on Sale**.

5. **Literature.** To a limited extent, new literature has been considered. (i) First, the “*Concise Commentary on the UNIDROIT Principles of International Commercial Contracts 2016*” of **Radu Bogdan Bobei** (published in Romania already in 2017) is noteworthy. It contains useful quotes from arbitral awards drawn from the UNILEX data base on an article-by-article basis. (ii) Second, **Michael Joachim Bonell** has transformed and further developed his 2017 Lecture at the Hague Academy of International Law to a seminal article at the *Uniform Law Review* (2018, vol. 23 no. 1). (iii) Third, and most noteworthy, the impressive comparative in-depth “*Commentaries on European Contract Laws*”, edited by **Niels Jansen and Reinhard Zimmermann** (Oxford 2018, 2218 (!) pages), bundles thorough comparative comments of **22 authors from Austria, Germany, Switzerland and Canada** (→ Introduction no. 22), developed over a time

spam of eight years and including detailed comments on all rules in the UNIDROIT Principles. Reading that commentary with in-depth comparative and historic comments forced me to reconcentrate on about each of my comments, adding yet another layer of depth through (iv) To a certain extent, also further literature could be integrated, like **Henry Gabriel**, *Contracts for the Sale of Goods: A Comparison of U.S. and International Law* (3<sup>rd</sup> edition 2022) – i.e. a title which does not directly point to the UNIDROIT Principles –, or the doctoral thesis of **David Oser** (2008) on “*The Unidroit Principles of International Commercial Contracts: A Governing Law?*” Reading it today reminds me of the progress which has been made in the past 12 plus years with regard to the improved usability of the UNIDROIT Principles (covering by now issues which were still missing in 2008). The **Vogenaue**r commentary continues to be a helpful source with references to further literature.

6. **Arbitral awards and jurisprudence.** Finally, since the publication of the 1<sup>st</sup> edition, new awards and judgements have applied the UNIDROIT Principles and have been integrated (limits are due, *inter alia*, to limitations of my research capacities, language barriers and confidentiality).

**Comparative Law v. National Law Perspective.** In my late teens and twenties, I have studied law three times in France (Paris V), USA (Harvard Law School) and Germany (Hamburg University). I am still admitted (since 1984) to a common law Bar (of New York) and (since 1990) to a civil law Bar (in Hamburg). Through my research and practice, I had to dive deeply, at least punctually, into multiple other national laws (e.g. from Algeria, China, England). Each exam was the toughest when I took it; there is no better or worse. My traditional focus in writing and teaching was private international law which traditionally delineates *national* legal systems. Each national legislators tend to focus national issues and domestic consumers (voters) and rarely work with an *international focus* which creates special challenges (time zone management being one of the easy and obvious ones; → Art. 1.12). In a global world it is **outdated and often risky** to operate under foreign (or even one’s own; → Art. 1.4 no. 4) national law. The UNIDROIT Principles 2016, themselves the product of close to 50 years of comparative legal efforts, put often a compromise point **bridging between civil and common law** (→ Introduction no. 10-11a), and between different civil or common laws, and they thereby offer themselves as a tool for practice (→ Introduction no. 9).

**Language.** As a non-native English speaker it is close to impossible to write proper (legal) English. Yet, this is no excuse not to participate in the international legal discussion and to leave it solely to common law lawyers speaking and writing a (different) native English as compared to using a global English as a language of convenience. In today’s global world, many contracts written ‘in English’ are drafted by lawyers who come from civil law countries and/or who do not master the English language like a native. The native language of a lawyer and the language in which the lawyer studied a subject tends to influence his or her reasoning. This commentary ‘in English’ tries to contribute to the bridge building between the different worlds of thinking, in particular between common law and civil law trained lawyers, because both can gain similar advantages by using the UNIDROIT Principles as a bridge between nations.

I welcome any suggestions and criticisms which would contribute to further the worldwide discussion about the UNIDROIT Principles which, in my conviction, represent the future of international contracting.

Hamburg, 15 January 2023

Eckart Brödermann



## **PREFACE TO THE 1<sup>st</sup> EDITION 2018 BY THE CHAIRMAN OF THE WORKING GROUP**

In 1994 the International Institute for the Unification of Private Law (UNIDROIT) – an intergovernmental organization with 64 Member States from all five continents – published the first edition of the UNIDROIT Principles of International Commercial Contracts, which represent an authentic paradigm shift in the field of soft law instruments. Prepared by a group of independent experts representing all the major legal systems of the world, they represent the first attempt to “codify” the general part of international contract law, covering a wide range of subjects such as contract formation, interpretation, validity, performance, non-performance and remedies, agency, limitation periods, etc.

Welcomed from their first appearance as “a significant step towards the globalisation of legal thinking” (J. M. Perillo), the UNIDROIT Principles are now in their fourth edition (2016). As amply demonstrated by the extensive body of case law and bibliography collected in the on-line database UNILEX ([www.unilex.info](http://www.unilex.info)) over the years the Principles have met with considerable success not only among academic circles but also in practice. In fact, parties and arbitral tribunals worldwide refer to them as rules of law governing the contract or applicable to the substance of the dispute. Moreover, they are increasingly used by both arbitral tribunals and domestic courts as means of interpreting or supplementing international uniform law instruments such as the U.N. Convention on Contracts for the International Sale of Goods (CISG) or, even more frequently, the applicable domestic laws. Finally, numerous national legislatures in different parts of the world have chosen them – in their entirety or in part and alone or together with other legal instruments – as a source of inspiration for their law reform projects.

It is with outmost pleasure that I write the Preface to this book. Eckart Brödermann, a still young lawyer though with considerable experience in international contract and dispute resolution practice, is a great connoisseur of the UNIDROIT Principles. He was one of the most influential observers to the international Working Group entrusted by UNIDROIT with their preparation, and his contributions in the Group’s deliberations were always very pertinent and as such highly appreciated by the Group. In his Commentary the Author aptly combines a theoretical explanation of the single articles or “black-letter rules” of the Principles with an accurate analysis of their possible implications in practice, and in so doing he makes ample use of his own rich professional experience. The book will certainly be much appreciated by all those – both academics and practitioners – interested in the new perspectives offered by the UNIDROIT Principles not only as rules of law governing cross-border business transactions but also, more in general, as a sort of global “background law” in the field.

*Michael Joachim Bonell*

Chairman of the Working Group on the International Commercial Contracts



## THANK YOU

Such a project would be impossible to realise without support. In addition to thanks to my **wife** (for her backing by daily tolerance for many months, including weekends and during holidays), and to my **partners** at our law firm *Brödermann Jahn Rechtsanwalts-gesellschaft mbH* ([www.German-law.com](http://www.German-law.com)) in Hamburg, Germany (generously accepting that we regularly invested, for approximately three years, in research time of young talent to support the project of this 2<sup>nd</sup> edition), I would like to particularly thank the legal team that was involved in the project:

- *Bojan Perovic* (of Serbia, then University of Hamburg; currently with Kirkland & Ellis, New York) has substantially contributed in 2019/20 to the research of numerous arbitral awards and jurisprudence from 26 jurisdictions which are now integrated in the new Annex to the Preamble “**Annex to Preamble — UNIDROIT Principles as General Principles of Law**”.
- The team of my former students *Nina Merrath* and *Paul Vogel*, both University of Hamburg, who, in addition to other scrutiny support, has reviewed with me the **legislative materials** between 2020 and 2022, including numerous long-distance workshops via video-conferences discussing the impact on uncountable footnotes (the pandemic has taught us that continued cooperation is also possible from study abroad in Aarhus, Denmark, or in Paris, France);
- further support has been received for the review of case law, literature and cite checking from: (i) *Pablo Apel*, a former lawyer and notary from Guatemala (with a trained openness to the UNIDROIT Principles from his studies with Professor Pedro Mendoza Montano at the University of Guatemala), (ii) my former student *Verena Ernst* and coach to the University of Hamburg team coming out 2<sup>nd</sup> worldwide in the 2021/22 Vis Moot Court competition, as well as the students (iii) *Natalie Kulike* and (iv) *Isabelle Schimanek* (both University of Hamburg);
- *Caroline Berube* of HJM Asia Law & Co LLC (PRIMERUS member in Singapore and Guangdong, China), Member of the Board of the PRIMERUS International Practice Committee, *Marc Dedman* of Barton LL.P. (PRIMERUS member in the Nashville, Tennessee office, USA), Vice Chair of the PRIMERUS International Practice Committee (who read already the entire book for the 1<sup>st</sup> edition from cover to cover from a native English speaker perspective), *Gearóid McGann* of Sweeney McGann LLP Solicitors (PRIMERUS member in Limerick, Ireland) and *David M. Villadolid* of Burch & Cracchiolo (PRIMERUS member in Phoenix, Arizona, USA) read all substantial parts from a native English speaker perspective;
- finally, *Verena Ernst* and *Paul Vogel* of the initial team, as well as *Per Neuburger* of OBLIN Rechtsanwälte GmbH (PRIMERUS member in Vienna, Austria), our then clerk and now associate *Lena Döpper*, ref. iur. *Kristina Kramer*, our research assistant *Liliia Diakova*, my students *Luca Konrad*, *Kai Kunad* and *Sofia Weber-Krohse* (University of Hamburg) and stud. iur. *Fee Brödermann* (University of Göttingen) have helped proof reading.



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## ABBREVIATIONS

AcP	Archiv der civilistischen Praxis (Journal)
AD	Anno Domini
Add.	Addendum (used by UNIDROIT)
AG	Amtsgericht (Local Court of First Instance)
ALI	American Law Institute
Arb. Int'l	Arbitration International (Journal)
Art.	Article(s)
ADR	Alternative Dispute Resolution
BeckOK	Beck'scher Online-Kommentar (Beck Online Commentary)
BeckRS	Beck Online Rechtsprechung (Beck Online Jurisprudence)
BGB	Bürgerliches Gesetzbuch (German Civil Code)
BGH	Bundesgerichtshof (German Federal Supreme Court)
BGHZ	Entscheidungen des Bundesgerichtshofes in Zivilsachen (Decisions of the German Federal Supreme Court in Civil Matters)
BKR	Zeitschrift für Bank- und Kapitalmarktrecht (Journal)
BRAO	Bundesrechtsanwaltsordnung (German Federal Lawyers' Act)
Cass.	Cour de Cassation ( <i>i.e.</i> a Supreme Court)
C.D.	Conseil de Direction (materials published by UNIDROIT)
CEAC	Chinese European Arbitration Center
CESL	(draft) Common European Sales Law
Cf.	Confer
CISG	United Nations Convention on Contracts for the International Sale of Goods
CMR	Convention on the Contract for the International Carriage of Goods by Road
C.i.c.	culpa in contrahendo
DCFR	Draft Common Frame of Reference
DIS	Deutsche Institution für Schiedsgerichtsbarkeit
Doc.	Document
EC	European Community
EDI	Electronic Data Interchange
EJLR	European Journal of Law Reform
ERPL	European Review of Private Law
EU	European Union
ed.	Edition
Ed(s)	Editor(s)
e.g.	Exempli gratia (for example)
et seq.	Et sequentia
ex ante	From before
Fn	Footnote
FS	Festschrift (Commemorative publication)
HCCH	Hague Conference on Private International Law
HGB	Handelsgesetzbuch (German Commercial Code)
HLR	Hamburg Law Review
IBA	International Bar Association

## ABBREVIATIONS

ibid.	ibidem
ICC	International Chamber of Commerce
ICC Int'l Cort Bull	ICC International Court of Arbitration Bulletin
ICSID	International Centre for Settlement of Investment Disputes
i.e.	Id est
INCOTERMS	International commercial terms
IP	Intellectual Property
IPR	International Private Law
IPRax	Praxis des Internationalen Privat- und Verfahrensrechts (Journal)
JCP	Juris-Classeur périodique (Journal)
LCIA	The London Court of International Arbitration
Lit.	Littera
LG	Landgericht (District Court of First Instance)
LoI	Letter of Intent
max.	maximum
M&A	Mergers and Acquisitions
Melbourne J. Int'l L.	Melbourne Journal of International Law
Misc.	Miscellaneous
MoU	Memorandum of Understanding
New York Convention	New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards
NJW	Neue Juristische Wochenschrift (Journal)
NJW-RR	NJW-Rechtsprechungsreport (Journal)
NYC	Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958
no.	(marginal) number(s)
NZBau	Neue Zeitschrift für Baurecht und Vergaberecht (Journal)
OJ	Official Journal
OLG	Oberlandesgericht (Higher Regional Court)
Op cit.	Opere citato
p. /pp.	page / pages
Para.	Paragraph / clause
P.C.	Progressive Codification
PCC	<i>Principes Contractuels Communs</i>
PECL	Principles of European Contract Law
PICC	Principles of International Commercial Contracts
PoA	Power of Attorney
Rev.	Revised (used by UNIDROIT)
RIW	Recht der Internationalen Wirtschaft (Journal)
StL	Study L (50 <sup>th</sup> Study of UNIDROIT sub-divided into different documents between 1970 to 2016 , Latin L = 50)
UCC	Uniform Commercial Code
UIA	Union Internationale des Avocats
ULF	Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods
ULIS	Convention relating to a Uniform Law on the International Sale of Goods
UN	United Nations
UNCITRAL	United Nations Commission on International Trade Law
UNIDROIT	International Institute for the Unification of Private Law

## ABBREVIATIONS

Unif. Law Rev.	Uniform Law Review (Journal)
U.N.T.S.	United Nations Treaty Series
Tulane Eur & civ L Form.	Tulane European & Civil Law Forum (Journal)
Tulane J. of Int.'l & Comp.	Tulane Journal of International and Comparative Law
UK	United Kingdom
Unif. Law Rev.	Uniform Law Review
US	United States
USA	United States of America
Tulane Eur & civ L Form.	Tulane European & Civil Law Forum
Tulane J. of Int.'l & Comp.	Tulane Journal of International and Comparative Law
Vol.	Volume
WP.	Working Paper (of the UNIDROIT Working Group)
ZEUP	Zeitschrift für Europäisches Privatrecht (Journal)
ZPO	Zivilprozessordnung (German Code on Civil Procedure)
ZVglRWiss	Zeitschrift für Vergleichende Rechtswissenschaft (Journal)



## DEFINITIONS IN THE UNIDROIT PRINCIPLES

Agent	Art. 2.1.1(1)
Assignee	Arts. 9.1.1, 9.3.1
Assignor	Arts. 9.1.1, 9.3.1
Beneficiary	Art. 5.2.1(1)
Court	Art. 1.11, 1 <sup>st</sup> hyphen
Hardship	Art. 6.2.2
Long-term Contract	Art. 1.11, 3 <sup>rd</sup> hyphen
Mistake	Art. 3.2.1
New Obligor	Art. 9.2.1
Non-performance	Art. 7.1.1
Notice	Art. 1.10(4)
Obligee	Art. 1.11, 4 <sup>th</sup> hyphen
Obligor	Arts. 1.11, 4 <sup>th</sup> hyphen; Art. 9.1.1
Original Obligor	Art. 9.2.1
Place of Business	Art. 1.11, 2 <sup>nd</sup> hyphen
Principal	Art. 2.2.1(1)
Promisee	Art. 5.2.1(1)
Promisor	Art. 5.2.1(1)
Reaches	Art. 1.10(3)
Resolutive Condition	Art. 5.3.1
Standard Terms	Art. 2.1.19(2)
Suspensive Condition	Art. 5.3.1
Writing	Art. 1.11, 5 <sup>th</sup> hyphen

## GLOSSARY OF LATIN TERMS

English has become a global language. In the civil law parts of the world, the law goes back to Roman roots and the former global language “Latin”. This brings along that a civil trained lawyer (as well as some of the sources cited in this commentary and even the Official Comments) tend to sometimes tie in the Latin language. For those lawyers who come from jurisdictions where Latin expressions are not taught as part of the legal training, this glossary may be helpful.

Ab initio	originally
Actio quod metus causae	an action to recover what had been given away under fear
Actori incumbit probatio	the burden of proof is on the applicant
Addendum	Supplement
Ad hoc	non-Institutional
A fortiori	all the more
A maiore ad minus	From the larger scale (argument) to the smaller scale (argument)
Ambiguitas contra stipulatorem est	ambiguity is construed against the party using it
AD Anno domini	Anno domini (year after the birth of Christ)
Argumentum	argument, argument based on
Beneficia non obtruduntur	benefits do not oblige us
Beneficium cedendarum actionum	the right of a surety before paying a principal’s debt to a creditor to insist that the creditor’s cause of action against the debtor or any co-surety first be assigned to the surety making the payment
Beneficium excussionis	the right of a surety being sued to compel the suing creditor to sue the principal first
Bona fide	good faith
Caveat emptor principle	places the risk of goods on the buyer (“buyer beware”)
Clausula rebus sic stantibus	the implicit contractual condition that surrounding circumstances of the contract do not fundamentally change
Conditio pendet	pending condition
Condition potestative	potestative conditions
Confer	refer to
Contra proferentem	interpretation against the draftsman
Corpus Juris	body of law
Culpa in contrahendo	pre-contractual liability
Culpa lata	gross negligence
Culpa levis	slight negligence
Culpa levissima	slightest negligence
Deducere	derive
De facto	in fact
De maiore ad minus	from the most general to the most precise argument
De minimis	about minimal things (often refers to the smallest or lowest amount)
De minimis non curat praetor	the judge should not deal with trivial cases

## GLOSSARY OF LATIN TERMS

Do ut des	principle of give-and-take
Dolus	intent
Dolus eventualis	taking into account the risk that a possible result occurs
E contrario	from a contrary position
Et sequentia (et seq.)	and the following
Erga Omnes	towards anyone
Ex ante	from a previous point of view
Exceptio non adimpleti contractus	exception of non-performance
Exempli gratia	example
Ex aequo et bono	according to what is fair and good
Ex nunc	immediate effect
Ex officio	resulting from a function or an official position
Ex post	after the facts
Ex tunc	retroactive effect
Falsa demonstratio non nocet	the wrong designation does not harm
Fraus omnia corrumpit	fraud corrupts everything
Favor contractus	contract favor (preference to the solution that preserves the effectiveness of the contract rather than its destruction)
Forum	court, place of the court
Grosso modo	basically, more or less
Ibidem	Ibid; right there
Idem	Ad Idem (to be of the same view or opinion)
Id est (or i.e.)	that is / in other words
Impossibilium nulla est obligatio	no-one can be required to do the impossible
Imputare	attribute/assign
Incertum	uncertain
In dubio contra proferentem	in case of doubt against the user/author
In fine	at the end
In rem	property right
In solidum	joint
Inter alia	among other things
Inter partes	between the parties
Invitatio ad offerendum	invitation to make an offer
Ipso facto	by the fact itself/accordingly
Ius commune	common law (in some jurisdictions)
Ius gentium	law of nations
Ius variandi	right of choice of the buyer
Laesio enormis	sale for less than half the value
Lex contractus	applicable law of the contract
Lex fori	law of the forum
Lex mercatoria	set of rules of law governing contractual relations between traders
Lex rei sitae	Law at the place where the good is located
Lex specialis	special law
Littera	character
Loco citato	at the above-mentioned location
Modus	way
Modus operandi	way of operating

## GLOSSARY OF LATIN TERMS

Mortuus redhibetur	The dead is restored; <i>i.e.</i> the reversal of an exchange contract due to a material defect
Mora creditoris'	the creditor fails to take delivery
Mutatis mutandis	what has to be changed being changed ( <i>i.e.</i> an adaptation to the circumstances while the main point at issue is not affected)
Negotiorum gestio	business management
Operae	services
Opere citato	in the work cited
Opinio iuris	conviction that an action is based on a legal obligation
Pacta sunt servanda	the conventions/the contract must be respected
Pactum de non petendo	agreement to not sue
Patronus	Patron
Pensare	to evaluate
Periculum est emptoris	the buyer shall bear the risk
Post mortem	after one's death
Post contractum	after contract conclusion
Prima facie	at first sight/appearance
Quae ad agendum sunt temporalia ad excipiendum sunt perpetua	the actions are temporary, the exceptions perpetual
Quantum	quantity, an amount of damages
Reputare	estimate
Res integra	an entire thing; an entirely new or untouched matter
Res ipsa loquitur	the matter speaks for itself
Res iudicata	a matter already adjudicated upon
Sine qua non	indispensable / essential
(non concedit) Venire contra factum proprium	(prohibition) to contradict oneself to the detriment of others
Status quo ante	status prior to the facts or event in question
Stipulatio	contract formed by question and answer (Roman law)
Sui generis	of its own kind
Utile per inutile non vitiatur	A valid part is not affected by an invalid part [of the contract]
Ultima ratio	ultimately suitable remedy
Versus	against

## GLOSSARY OF FRENCH TERMS

Ambiable compositeur

Astreintes

À titre gratuit

À titre onéreux

Certificat de coutume

Conflit des lois de police

Déjudiciarisation

Dépeçage

Effet utile

Force majeure

Mise en demeure

Obligation de résultat

Ordre public

Principes directeurs

Travaux préparatoires

Voie directe

dispute settlement where parties expressly agree that the Arbitrator is not bound by strict rules of law but based on discretion

judicial sanction

free of charge

Against payment

certificate of a state of a legal system, its

application and interpretation

Conflict of (domestic) mandatory laws

without judicial involvement

Allocation of different (domestic) laws to different subjects

Largest possible effect (of a rule)

act of nature beyond control

Demand notice

obligation to achieve a specific result

public order

guiding principles

Preparatory work

direct application

## **RELEVANT SUPPLEMENTARY SOFT LAW & DOCUMENTS**

### **Official Comments, Model Clauses and relevant UNCITRAL documents**

#### **UNCITRAL**

Report of the United Nations Commission on International Trade Law on the Work of its Fortieth Session (25 June–12 July and 10–14 December 2007), Official Records of the General Assembly, Sixty-second Session, Supplement No. 17 at “XI. Endorsement of texts of other organizations: UNIDROIT Principles of International Commercial Contracts 2004”

Report of the United Nations Commission on International Trade Law on the Work of its Forty-fifth Session (25 June – 6 July 2012), Official Records of the General Assembly, Sixty-seventh Session, Supplement No. 17 at “XIV. Endorsement of texts of other organizations”, under “A. Unidroit Principles of International Commercial Contracts 2010”

Report of the United Nations Commission on International Trade Law on the Work of its Fifty-fourth Session (28 June – 16 July 2021), Official Records of the General Assembly, Seventy-sixth Session, Supplement No. 17 at “XIII. Endorsement of texts of other organizations: UNIDROIT Principles of International Commercial Contracts 2016”

#### **UNCITRAL; HCCH and UNIDROIT**

UNCITRAL, HCCH and Unidroit, Legal Guide to Uniform Instruments in the Area of International Commercial Contracts, with a Focus on Sales (United Nations, February 2021) (cited as “UNCITRAL et al., Tripartite Legal Guide”)

#### **UNIDROIT**

UNIDROIT, UNIDROIT Principles of International Commercial Contracts 2016 (4<sup>th</sup> edition, cited as “Official Comments”), available (nearly) worldwide via simple ‘google’ research for ‘UNIDROIT Official Comments’ (even by Article)

UNIDROIT, Model Clauses for Use by Parties of the UNIDROIT Principles of International Commercial Contracts (2013), easily accessible online by googling “UNIDROIT Model clauses” (cited as “UNIDROIT Model Clauses”)

UNIDROIT Secretariat, Note on the UNIDROIT Principles of International Commercial Contracts and the COVID-19 Health Crisis, 2020 (<https://www.unidroit.org/english/news/2020/200721-principles-covid19-note/note-e.pdf>)

## MATERIALS: Preparatory work of UNIDROIT (Legislative History)

Abbreviations:

Add.	Addendum
C.D.	Conseil de Direction
Doc.	Document
MC	Model Clauses
Misc.	Miscellaneous
P.C.	Progressive Codification
Rev.	Revised
StL:	Study L
U.D.P.	Unification du droit privé
WP	Working Paper

### I. Introduction

The Legislative Materials for the four editions of the UNIDROIT Principles 1994, 2004, 2010 and 2016 are jointly contained in approximately **227** published **documents** which are bundled on the UNIDROIT website in one **Study L – Principels of International Commercial Contracts (1970-2016)**.<sup>1</sup> The name of that study refers to the Latin acronym “L” for “50”. It is the *fiftieth* study undertaken by the International Institute for the Unification of Private Law, i.e. UNIDROIT. 154 Study L documents contain **studies** preparing for the discussions. However, UNIDROIT has attributed only 136 document numbers, because some of the documents constitute revisions of earlier papers (“rev.”) or an *addendum* (“add.”), i.e. a supplement. These studies are supplemented by 29 **working papers** (“W.P.”). The **discussions** in the Working Group, i.e. initially summaries and later verbatim protocols, are contained in 32 documents called “**Progressive Codification – Miscellaneous**” (“PC-Misc.”). On one occasion, UNIDROIT has also included a submission to the Governing Council of UNIDROIT which is referenced as **Conseil de Direction** (“CD”). In addition, the preparatory work on the UNIDROIT Principles themselves, the Study L contains eight documents on **Model Clauses** (“MC”) for Use of the UNIDROIT Principles in Transnational Contract and Dispute Resolution Practice.

The presentation of the legislative materials in the tables below (at II.-VI.) follows the sequence of their actual publication.

<sup>1</sup> In the category „Studies“ under „Contracts (in general)“, there “Study L – Principles of International Commercial Contracts (1970-2016)”.

## II. Preparatory work for the 1st edition of Principles of International Commercial Contracts (1994)

### 1. Study I Documents (whereby materials in French are titled „Etudes L“)

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 1	1970	<b>U.D.P. 1970 – Etude L – Doc. 1</b> Progressive Codification of International Trade Law, by Professor Tudor Popescu, of the University of Bucarest, Member of the Governing Council – Rome, May 1970
StL-Doc. 2	1971	<b>U.D.P. 1971 – Etude L – Droit des obligations – Doc. 2</b> [in French only] Codification progressive du droit du commerce international. Les obligations commerciales. Partie générale, par M. le Prof. Tudor Popescu, de l'Université de Bucarest, Membre du Conseil de Direction (suite au doc. N. 1) – Rome, avril 1971
StL-Doc. 3	1972	<b>U.D.P. 1972 – Etude L – Law of Contract – Doc. 3</b> Progressive Codification of International Trade Law. Report on the state of research concerning the attempt at unification of the General Part of the Law of Contract (within the framework of a progressive codification of international trade law), by Professor Tudor Popescu, of the University of Bucharest, Member of the Governing Council – Rome, May 1972
StL-Doc. 4	1973	<b>U.D.P. 1973 – Etude L – Droit des obligations – Doc. 4</b> Progressive Codification of International Trade Law. Report on the research undertaken by the Secretariat with a view to examining the expediency of drafting uniform rules on the non-performance of contracts – Rome, March 1973
StL-Doc. 5	1973	<b>UNIDROIT 1973 – Etude L – Droit des obligations – Doc. 5</b> Progressive Codification of International Trade Law. Contracts in general. Comparative chart of the respective provisions contained in the chief uniform laws currently in existence – Rome, December 1973
StL-Doc. 6	1974	<b>UNIDROIT 1974 – Etude L – Droit des obligations – Doc. 6</b> Progressive Codification of International Trade Law. Contracts in general. Note prepared by the Secretariat of UNIDROIT for the 1st meeting of the Working Committee on the progressive codification of international trade law – Rome, February 1974



MATERIALS: Preparatory work of Unidroit (Legislative History)

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 7	1974	<b>UNIDROIT 1974 – Study L – Doc. 7</b> Progressive Codification of International Trade Law. Contracts in general. Report of the Secretariat of UNIDROIT on the 1st meeting of the Working Committee on the progressive codification of international trade law held in Rome on 8 and 9 February 1974 – Rome, May 1974
StL-Doc. 8	1975	<b>UNIDROIT 1975 – Study L – Doc. 8</b> Progressive Codification of International Trade Law. Questionnaire on the draft uniform law on the formation of contracts in general prepared by UNIDROIT – Rome, September 1975
StL-Doc. 9	1976	<b>UNIDROIT 1976 – Study L – Doc. 9</b> Progressive Codification of International Trade Law. UNIDROIT draft uniform law on the formation of contracts in general: analysis of the replies to the Questionnaire prepared by the Secretariat – Rome, June 1976
StL-Doc. 10	1976	<b>UNIDROIT 1976 – Study L – Doc. 10</b> Progressive Codification of International Trade Law. Note prepared by the Secretariat of UNIDROIT on the preliminary study undertaken with a view to elaborating uniform rules on the interpretation of international contracts – Rome, July 1976
StL-Doc. 11	1977	<b>UNIDROIT 1977 – Study L – Doc. 11</b> Progressive Codification of International Trade Law. Draft Uniform Law on the Formation of Contracts in general revised by the Steering Committee on the Progressive Codification of International Trade Law and Explanatory Report (prepared by the Secretariat) – Rome, April 1977
StL-Doc. 12	1977	<b>UNIDROIT 1977 – Study L – Doc. 12</b> Progressive Codification of International Trade Law. Draft Uniform Law on the Interpretation of Contracts in general with Questionnaire (prepared by the Secretariat of UNIDROIT) – Rome, May 1977
StL-Doc. 13	1978	<b>UNIDROIT 1978 – Study L – Doc. 13</b> Progressive Codification of International Trade Law. UNIDROIT draft uniform law on the interpretation of contracts in general: analysis of the replies to the Questionnaire prepared by the Secretariat – Rome, March 1978

MATERIALS: Preparatory work of Unidroit (Legislative History)

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 14	1978	<b>UNIDROIT 1978 – Study L – Doc. 14</b> Progressive Codification of International Trade Law. Draft Uniform Law on the Interpretation of International Contracts in general revised by the Steering Committee on the Progressive Codification of International Trade Law and Explanatory Report (prepared by the Secretariat) – Rome, June 1978
StL-Doc. 15	1979	<b>UNIDROIT 1979 – Study L – Doc. 15</b> Progressive Codification of International Trade Law. Part I – The Law of International Contracts in General. Chapter 1: The Formation of Contracts. Chapter 2: The Interpretation of Contracts (Text and Explanatory Report adopted by the Steering Committee) – Rome, January 1979
StL-Doc. 16	1979	<b>UNIDROIT 1979 – Study L – Doc. 16</b> Progressive Codification of International Trade Law. Report on the 1st Session of the Study Group on the progressive codification of international trade law. Rome, 10–14 September 1979 (prepared by the Secretariat of UNIDROIT) – Rome, November 1979
StL-Doc. 17	1980	<b>UNIDROIT 1980 – Study L – Doc. 17</b> Progressive Codification of International Trade Law. Proposed Rules on the (Substantive) Validity of International Contracts (excluding Illegality) and Explanatory Report (prepared by Prof. U. Drobnig, Co-Director of the Max-Planck-Institut für ausländisches und internationales Privatrecht, Hamburg, and by Prof. O. Lando, Director of the Institute of European Market Law, Copenhagen School of Economics and Business Administration) – Rome, December 1980
StL-Doc. 18	1980	<b>UNIDROIT 1980 – Study L – Doc. 18</b> [Explanatory report in German only; provisions in German and English] Progressive Codification of International Trade Law. Proposed Rules on the (Substantive) Validity of International Contracts (Prohibitions and Licences Requirements) and Explanatory Report (prepared by Dr. M. Andrae and Prof. D. Maskow of the Institut für ausländisches Recht und Rechtsvergleichung, Potsdam–Babelsberg) – Rome, December 1980

MATERIALS: Preparatory work of Unidroit (Legislative History)

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 19	1981	<b>UNIDROIT 1980 – Study L – Doc. 19</b> Progressive Codification of International Trade Law. Performance and Non-performance of International Contracts: Relevant Materials and Synoptical Tables of their Content (prepared by the Secretariat of UNIDROIT) – Rome, February 1981
StL-Doc. 20	1982	<b>UNIDROIT 1982 – Study L – Doc. 20</b> Progressive Codification of International Trade Law. Part I – The Law of International Contracts in General. Chapter 3: The Substantive Validity of International Contracts (Section 1: Mistake, Fraud, Threat, Unequal Bargaining Power and Gross Unfairness) (Text and Explanatory Report prepared by Professor U. Drobniig, Hamburg, and by Professor O. Lando, Copenhagen, as amended following the discussions at the meeting of the UNIDROIT Informal Working Group held in Hamburg, 23–25 February, 1981) – Rome, February 1982
StL-Doc. 21	1982	<b>UNIDROIT 1982 – Study L – Doc. 21</b> Progressive Codification of International Trade Law. Part I – The Law of International Contracts in General. Chapter 3: The Substantive Validity of International Contracts (Section 2: Public Prohibitions and Permission Requirements) (Text and Explanatory Report prepared by Dr. M. Andrae and Prof. Maskow of the Institut für ausländisches Recht und Rechtsvergleichung, Potsdam–Babelsberg, and modified following the discussions at the meeting of the UNIDROIT Informal Working Group held in Hamburg, 23–25 February, 1981) – Rome, February 1982
StL-Doc. 22	1982	<b>UNIDROIT 1982 – Study L – Doc. 22</b> Study Group on the Progressive Codification of International Trade Law. Report on the 2nd session of the Study Group held in Rome from 5 to 9 April 1982 (prepared by the Secretariat of UNIDROIT) – Rome, June 1982
StL-Doc. 23	1982	<b>UNIDROIT 1982 – Study L – Doc. 23</b> Study Group on the Progressive Codification of International Trade Law. Working papers considered by the Study Group during its second session, held in Rome from 5 to 9 April 1982 – Rome, April 1982
StL-Doc. 24	1983	<b>UNIDROIT 1983 – Study L – Doc. 24</b> Progressive Codification of International Trade Law. Proposed Rules on Hardship with Introduction and Explanatory Report (prepared by Prof. Dr. D. Maskow of the Institut für ausländisches Recht und Rechtsvergleichung, Potsdam–Babelsberg) – Rome, February 1983

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 25	1983	<b>UNIDROIT 1983 – Study L – Doc. 25</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 1: The Formation of Contracts. Chapter 2: The Interpretation of Contracts (Text prepared by the Secretariat following the discussions at the meeting of the UNIDROIT Study Group held in Rome, 10–14 September 1979) – Rome, March 1983
StL-Doc. 26	1983	<b>UNIDROIT 1983 – Study L – Doc. 26</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 3: The Substantive Validity of International Contracts (Section 1: Mistake, Fraud, Threat and Gross Disparity) (Text and Explanatory Report prepared by Professor U. Drobnig, Hamburg, and Professor O. Lando, Copenhagen, as amended following the discussions at the meeting of the UNIDROIT Study Group held in Rome, 5–10 April 1982) – Rome, March 1983
StL-Doc. 27	1983	<b>UNIDROIT 1983 – Study L – Doc. 27</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 3: The Substantive Validity of International Contracts (Section 2: Public Prohibitions and Permission Requirements) (Text prepared by Dr. M. Andrae and Prof. Maskow of the Institut für ausländisches Recht und Rechtsvergleichung, Potsdam–Babelsberg, and modified following the discussions at the meeting of the UNIDROIT Study Group held in Rome, 5–10 April 1982) – Rome, March 1983
StL-Doc. 28	1983	<b>UNIDROIT 1983 – Etude L – Doc. 28</b> [in French only] Codification progressive du droit du commerce international. Règles uniformes sur les contrats internationaux en général. Chapitre 4: L'exécution des contrats (Note préparatoire établie par le Centre de Droit des Obligations de l'U.C.L., pour la réunion du Group de travail organisée à Louvain-La-Neuve les 11–13 avril 1983 – Rome, avril 1983
StL-Doc. 29	1983	<b>UNIDROIT 1983 – Study L – Doc. 29</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 4: The Performance of International Contracts (Texts proposed by Professor J. Rajski of Warsaw University for the meeting of the UNIDROIT Working Group, held in Louvain-La-Neuve, 11–13 April 1983) – Rome, April 1983

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 30	1983	<b>UNIDROIT 1983 – Study L – Doc. 30</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 3: The Substantive Validity of International Contracts (Section 2: Public Prohibitions and Permission Requirements) (Text prepared by Professor Maskow of the Institut für ausländisches Recht und Rechtsvergleichung, Potsdam–Babelsberg, for consideration by the Informal Working Group on the Progressive Codification of International Trade Law) – Rome, October 1983
StL-Doc. 31	1984	<b>UNIDROIT 1984 – Study L – Doc. 31</b> [cover page in English; text partly in English and partly in French] Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 6: Non-Performance. Section X: Damages and Exemption Clauses (Text and Explanatory Report prepared by Professor Denis Tallon, Director of the Centre National de la Recherche Scientifique – Service de Recherches Juridiques Comparatives, Paris – Ivry, for consideration by the Informal Working Group on the Progressive Codification of International Trade Law) – Rome, January 1984
StL-Doc. 32	1984	<b>UNIDROIT 1984 – Study L – Doc. 32</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 3: The Substantive Validity of International Contracts. Section 2: Public Policy Legislation. Chapter 4: Public Permission Requirements (Text prepared by the Informal Working Group on the Progressive Codification of International Trade Law; comments prepared by Professor Maskow of the Institut für ausländisches Recht und Rechtsvergleichung, Potsdam–Babelsberg, and Professor Wade, T.M.C. Asser Instituut voor Internationaal Recht, The Hague) – Rome, March 1984
StL-Doc. 33	1984	<b>UNIDROIT 1984 – Study L – Doc. 33</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 5: Performance (Text prepared by Professor Marcel Fontaine, Director of the Centre de Droit des Obligations de Louvain-La-Neuve, and by Professor Jerzy Rajski, Director of the Institute of Comparative Civil Law of the University of Warsaw, for consideration by the Informal Working Group on the Progressive Codification of International Trade Law) – Rome, December 1984

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 34	1985	<b>UNIDROIT 1985 – Study L – Doc. 34</b> Progressive Codification of International Trade Law. Uniform Rules on International Contracts in General. Chapter 5: Performance (Text prepared by Professor Marcel Fontaine, Director of the Centre de Droit des Obligations de Louvain-La-Neuve, and by Professor Jerzy Rajski, Director of the Institute of Comparative Civil Law of the University of Warsaw, and modified following the discussions at the meeting of the UNIDROIT Working Group held in Milan from 24 to 26 January 1985) – Rome, October 1985
StL-Doc. 35	1986	<b>UNIDROIT 1986 – Study L – Doc. 35</b> Principles for International Commercial Contracts. Chapter 6: Non-Performance. Section (a): Performance in natura (Text prepared by Professor Ulrich Drobnig, Director of the Max-Planck-Institut für ausländisches und internationales Privatrecht, Hamburg); Section (b): Termination for non-performance (Text and comment prepared by Professor Ole Lando, Institute of European Market Law, Copenhagen) – Rome, March 1986
StL-Doc. 36	1986	<b>UNIDROIT 1986 – Study L – Doc. 36</b> [cover page in English; introductory observations in French; provisions in French and in English; explanatory report in French] Principles for International Commercial Contracts. Chapter 6: Non-Performance, Section (x): Damages (Draft rules and Explanatory Report prepared by Professor Denis Tallon, Centre National de la Recherche Scientifique – Institut de Recherches Juridiques Comparatives, Paris – Ivry) – Rome, September 1986
StL-Doc. 37	1987	<b>UNIDROIT 1987 – Study L – Doc. 37</b> Principles for International Commercial Contracts. Chapter 5: Performance. Section 3: Hardship (Text and Comment prepared by Professor Dietrich Maskow, Institut für ausländisches Recht und Rechtsvergleichung der Akademie für Staats- und Rechtswissenschaft der DDR, Potsdam–Babelsberg, pursuant to the discussions during the meeting of the Working Group held in Rome from 14 to 17 April 1986) – Rome, January 1987

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 38	1987	<b>UNIDROIT 1987 – Study L – Doc. 38</b> Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter II: Formation. Chapter III: Interpretation. Chapter IV: Mistake, Fraud, Threat and Gross Disparity. Chapter V: Performance. Section 1: Performance in General. Section 2: Public Permission Requirements. Section 3: Hardship. Chapter VI: Non-Performance. Section 1: General Provisions. Section 2: Performance in Natura. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution (First consolidated text of the Principles prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, January 1987
StL-Doc. 39	1987	<b>UNIDROIT 1987 – Study L – Doc. 39</b> Principles for International Commercial Contracts. Chapter 5: Performance. Section 1: Performance in General (Text and Comments prepared by Professors M. Fontaine, D. Maskow and J. Rajski following the discussions at the meeting of the Working Group held in Potsdam–Babelsberg from 28 to 30 November 1985) – Rome, April 1987
StL-Doc. 40	1987	<b>UNIDROIT 1987 – Study L – Doc. 40</b> Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter II: Formation. Chapter III: Interpretation. Chapter IV: Mistake, Fraud, Threat and Gross Disparity. Chapter V: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter VI: Non-Performance. Section 1: General Provisions. Section 2: Specific Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution. (Second consolidated text of the Principles prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, May 1987
StL-Doc. 41	1988	<b>UNIDROIT 1988 – Study L – Doc. 41</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter II: Formation (Revised Draft and Explanatory Report prepared by Professor Michael Joachim Bonell, University of Rome I; Legal Consultant of UNIDROIT) – Rome, April 1988
StL-Doc. 42	1988	<b>UNIDROIT 1988 – Study L – Doc. 42</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter III: Interpretation (Revised Draft and Explanatory Report prepared by Professor Michael Joachim Bonell, University of Rome I; Legal Consultant of UNIDROIT) – Rome, May 1988

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 43 Rev. 1	1988	<b>UNIDROIT 1988 – Study L – Doc. 40 Rev. 1</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter II: Formation. Chapter III: Interpretation. Chapter IV: Mistake, Fraud, Threat and Gross Disparity. Chapter V: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter VI: Non-Performance. Section 1: General Provisions. Section 2: Specific Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution. (Third consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, May 1988
StL-Doc. 43	1989	<b>UNIDROIT 1989 – Study L – Doc. 43</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter IV: Mistake, Fraud, Threat and Gross Disparity (Revised Draft and Explanatory Report prepared by Professor Ulrich Drobnig, Director, Max-Planck-Institut für ausländisches und internationales Privatrecht, Hamburg, and Professor Ole Lando, Institute of European Market Law, Copenhagen) – Rome, January 1989
StL-Doc. 40 Rev. 2	1989	<b>UNIDROIT 1988 – Study L – Doc. 40 Rev. 2</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter II: Formation. Chapter III: Interpretation. Chapter IV: Mistake, Fraud, Threat and Gross Disparity. Chapter V: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter VI: Non-Performance. Section 1: General Provisions. Section 2: Specific Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution. (Fourth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, January 1989



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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 40 Rev. 3	1989	<b>UNIDROIT 1989 – Study L – Doc. 40 Rev. 3</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter II: Formation. Chapter III: Interpretation. Chapter IV: Substantive Validity. Chapter V: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter VI: Non-Performance. Section 1: General Provisions. Section 2: Specific Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution. (Fifth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, March 1989
StL-Doc. 44	1989	<b>UNIDROIT 1989 – Study L – Doc. 44</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter V: Performance. Section 1: Performance in General (Revised Draft and Explanatory Report prepared by Professor Marcel Fontaine, Centre de Droit des Obligations, Université Catholique de Louvain, Professor Jerzy Rajski, University of Warsaw, and Professor Dietrich Maskow, Institut für ausländisches Recht und Rechtsvergleichung, Potsdam-Babelsberg) – Rome, June 1989
StL-Doc. 40 Rev. 4	1989	<b>UNIDROIT 1989 – Study L – Doc. 40 Rev. 4</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Substantive Validity. Chapter 4: Interpretation. Chapter 5: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 6: Non-Performance. Section 1: General Provisions. Section 2: Specific Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution. (Sixth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, November 1989
StL-Doc. 45	1990	<b>UNIDROIT 1990 – Study L – Doc. 45</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 6: Non-Performance. Section 1: General Provisions (Draft and Comment prepared by Professor Michael P. Furmston, Faculty of Law, University of Bristol) – Rome, April 1990

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 46	1990	<b>UNIDROIT 1990 – Study L – Doc. 46</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 5: Performance. Section 2: Hardship (Draft and Comment prepared by Professor Dietrich Maskow, Hochschule für Recht und Verwaltung Potsdam, pursuant to the discussions during the meeting of the Working Group held in Rome from 14 to 17 April 1986 and 20 to 23 May 1987) – Rome, September 1990
StL-Doc. 47	1990	<b>UNIDROIT 1990 – Study L – Doc. 47</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 6: Non-Performance. Section 2: Specific Performance (Draft and Comment prepared by Professor Ulrich Drobnig, Max-Planck-Institut für ausländisches und internationales Privatrecht, Hamburg, pursuant to the discussions during the meeting of the Working Group held in Rome from 14 to 17 April 1986) – Rome, October 1990
StL-Doc. 40 Rev. 5	1990	<b>UNIDROIT 1990 – Study L – Doc. 40 Rev. 5</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Substantive Validity. Chapter 4: Interpretation. Chapter 5: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 6: Non-Performance. Section 1: General Provisions. Section 2: Specific Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. Section 5: Restitution. (Seventh consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, October 1990
StL-Doc. 48	1990	<b>UNIDROIT 1990 – Study L – Doc. 48</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 6: Non-Performance. Section 3: Termination. Section 5: Effects of Termination and Restitution (Draft and Comment prepared by Professor Ole Lando, Institute of European Market Law, Copenhagen, pursuant to the discussions during the meeting of the Working Group held in Rome from 14 to 17 April 1986) – Rome, November 1990

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 40 Rev. 6	1990	<b>UNIDROIT 1990 – Study L – Doc. 40 Rev. 6</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Substantive Validity. Chapter 4: Interpretation. Chapter 5: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 6: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. (Eighth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, December 1990
StL-Doc. 40 Rev. 7	1991	<b>UNIDROIT 1991 – Study L – Doc. 40 Rev. 7</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Substantive Validity. Chapter 4: Interpretation. Chapter 5: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 6: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. (Ninth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, April 1991
StL-Doc. 49	1991	<b>UNIDROIT 1991 – Study L – Doc. 49</b> [cover page in English; text partly in English and partly in French] Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 6: Non-Performance. Section 4: Damages and Exemption Clauses (Draft and Comment prepared by Professor Denis Tallon, Centre National de la Recherche Scientifique – Institut de Recherches Comparatives sur les Institutions et le Droit, Paris – Ivry, pursuant to the discussions during the meeting of the Working Group held in Ivry-sur-Seine from 24 to 27 November 1986) – Rome, April 1991

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 40 Rev. 8	1991	<b>UNIDROIT 1991 – Study L – Doc. 40 Rev. 8</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Substantive Validity. Chapter 4: Interpretation. Chapter 5: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 6: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. (Tenth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, June 1991
StL-Doc. 50	1991	<b>UNIDROIT 1991 – Study L – Doc. 50</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 1: General Provisions (Draft and Comment prepared by Professor Michael Joachim Bonell, University of Rome I, “La Sapienza”) – Rome, December 1991
StL-Doc. 40 Rev. 9	1992	<b>UNIDROIT 1992 – Study L – Doc. 40 Rev. 9</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Substantive Validity. Chapter 4: Interpretation. Chapter 5: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 6: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. (Eleventh consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, January 1992
StL-Doc. 51	1992	<b>UNIDROIT 1992 – Study L – Doc. 51</b> Working Group for the Preparation of Principles for International Commercial Contracts. Chapter 1: General Provisions (Revised Draft and Comment prepared by Professor Michael Joachim Bonell, University of Rome I, “La Sapienza”) – Rome, May 1992

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 40 Rev. 10	1992	<b>UNIDROIT 1992 – Study L – Doc. 40 Rev. 10</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Validity. Chapter 4: Interpretation. Chapter 5: Content. Chapter 6: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 7: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages and Exemption Clauses. (Twelfth consolidated version prepared by the Secretariat on the basis of the drafts so far discussed by the Working Group) – Rome, July 1992
StL-Doc. 52	1993	<b>UNIDROIT 1993 – Study L – Doc. 52</b> Principles for International Commercial Contracts. (Draft text and comments) – Rome, May 1993
StL-Doc. 40 Rev. 11	1993	<b>UNIDROIT 1993 – Study L – Doc. 40 Rev. 11</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Preamble. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Validity. Chapter 4: Interpretation. Chapter 5: Content. Chapter 6: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 7: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages – Rome, July 1993
StL-Doc. 40 Rev. 12	1993	<b>UNIDROIT 1993 – Study L – Doc. 40 Rev. 12</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Preamble. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Validity. Chapter 4: Interpretation. Chapter 5: Content. Chapter 6: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 7: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages – Rome, November 1993
StL-Doc. 53	1993	<b>UNIDROIT 1993 – Study L – Doc. 53</b> Principles for International Commercial Contracts. (Draft text and comments) – Rome, November 1993

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 40 Rev. 13	1994	<b>UNIDROIT 1994 – Study L – Doc. 40 Rev. 13</b> Working Group for the Preparation of Principles for International Commercial Contracts. Principles for International Commercial Contracts. Preamble. Chapter 1: General Provisions. Chapter 2: Formation. Chapter 3: Validity. Chapter 4: Interpretation. Chapter 5: Content. Chapter 6: Performance. Section 1: Performance in General. Section 2: Hardship. Chapter 7: Non-Performance. Section 1: General Provisions. Section 2: Right to Performance. Section 3: Termination. Section 4: Damages – Rome, February 1994
StL-Doc. 54	1994	<b>UNIDROIT 1994 – Study L – Doc. 54</b> Principles for International Commercial Contracts. (Draft text and comments) – Rome, March 1994

**2. P.C. – Misc. (Progressive Codification – Miscellaneous)**

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Misc. 1	1980	<b>UNIDROIT 1980 – P.C. – Misc. 1</b> Progressive Codification of International Trade Law. Suggested approach to the future work on the chapter on non-performance in the proposed Code of International Trade Law (Secretariat memorandum) – Rome, February 1980
StL-Misc. 2	1980	<b>UNIDROIT 1980 – P.C. – Misc. 2</b> Informal Working Group on the Progressive Codification of International Trade Law. Report on the meeting held in Copenhagen on 31 March and 1 April 1980 (prepared by the Secretariat of UNIDROIT) – Rome, May 1980
StL-Misc. 3	1981	<b>UNIDROIT 1981 – P.C. – Misc. 3</b> Informal Working Group on the Progressive Codification of International Trade Law. Report on the second meeting held in Hamburg from 23 to 25 February 1981 (prepared by the Secretariat of UNIDROIT) – Rome, March 1981
StL-Misc. 4	1983	<b>UNIDROIT 1983 – P.C. – Misc. 4</b> Informal Working Group on the Progressive Codification of International Trade Law. Report on the meeting held in Louvain-La-Neuve from 11 to 13 April 1983 (prepared by the Secretariat of UNIDROIT) – Rome, June 1983

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Misc. 5	1983	<b>UNIDROIT 1983 – P.C. – Misc. 5</b> Informal Working Group on the Progressive Codification of International Trade Law. Report on the meeting held in Rome from 7 to 9 November 1983 (prepared by the Secretariat of UNIDROIT) – Rome, December 1983
StL-Misc. 6	1985	<b>UNIDROIT 1985 – P.C. – Misc. 6</b> Informal Working Group on the Progressive Codification of International Trade Law. Report on the meeting held in Milan from 24 to 26 January 1985 (prepared by the Secretariat of UNIDROIT) – Rome, June 1985
StL-Misc. 7	1985	<b>UNIDROIT 1985 – P.C. – Misc. 7</b> Working Group on the Progressive Codification of International Trade Law. Note of the Secretariat of UNIDROIT concerning the Draft Chapter 4 on Public Permission Requirements – Rome, October 1985
StL-Misc. 8	1986	<b>UNIDROIT 1986 – P.C. – Misc. 8</b> Working Group for the preparation of Principles for International Commercial Contracts. Report on the meeting held in Potsdam-Babelsberg from 28 to 30 November 1985 (prepared by the Secretariat of UNIDROIT) – Rome, February 1986
StL-Misc. 9	1986	<b>UNIDROIT 1986 – P.C. – Misc. 9</b> Working Group for the preparation of Principles for International Commercial Contracts. Report on the meeting held in Rome from 14 to 17 April 1986 (prepared by the Secretariat of UNIDROIT) – Rome, April 1986
StL-Misc. 10	1987	<b>UNIDROIT 1987 – P.C. – Misc. 10</b> Working Group for the preparation of Principles for International Commercial Contracts. Report on the meeting held in Ivry-sur-Seine from 24 to 27 November 1986 (prepared by the Secretariat of UNIDROIT) – Rome, February 1987
StL-Misc. 11	1987	<b>UNIDROIT 1987 – P.C. – Misc. 11</b> Working Group for the preparation of Principles for International Commercial Contracts. Report on the meeting held in Rome from 20 to 23 May 1987 (prepared by the Secretariat of UNIDROIT) – Rome, July 1987
StL-Misc. 12	1988	<b>UNIDROIT 1988 – P.C. – Misc. 12</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Rome from 6 to 10 June 1988 (prepared by the Secretariat of UNIDROIT) – Rome, November 1988

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Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Misc. 13	1989	<b>UNIDROIT 1989 – P.C. – Misc. 13</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Rome from 16 to 20 January 1989 (prepared by the Secretariat of UNIDROIT) – Rome, June 1989
StL-Misc. 14	1990	<b>UNIDROIT 1990 – P.C. – Misc. 14</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Bristol from 3 to 7 July 1989 (prepared by the Secretariat of UNIDROIT) – Rome, July 1990
StL-Misc. 15	1991	<b>UNIDROIT 1991 – P.C. – Misc. 15</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Rome from 30 April to 4 May 1990 (prepared by the Secretariat of UNIDROIT) – Rome, April 1991
StL-Misc. 16	1992	<b>UNIDROIT 1992 – P.C. – Misc. 16</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in The Hague from 19 to 23 November 1990 (prepared by the Secretariat of UNIDROIT) – Rome, October 1992
StL-Misc. 17	1993	<b>UNIDROIT 1993 – P.C. – Misc. 17</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Rome from 27 to 31 May 1991 (prepared by the Secretariat of UNIDROIT) – Rome, February 1993
StL-Misc. 18	1992	<b>UNIDROIT 1992 – P.C. – Misc. 18</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Miami from 6 to 10 January 1992 (prepared by the Secretariat of UNIDROIT) – Rome, May 1992
StL-Misc. 19	1994	<b>UNIDROIT 1994 – P.C. – Misc. 19</b> Working Group for the preparation of Principles for International Commercial Contracts. Summary records of the meeting held in Rome from 29 June to 3 July 1992 (prepared by the Secretariat of UNIDROIT) – Rome, January 1994



### III. Preparatory work for the 2nd edition of Principles of International Commercial Contracts (2004)

#### 1. Study L

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 55	1998	<b>UNIDROIT 1998 – Study L – Doc. 55</b> Working Group for the preparation of Principles of International Commercial Contracts. Preparation of a second enlarged edition of the UNIDROIT Principles of International Commercial Contracts (Secretariat Memorandum) – Rome, January 1998
StL-Doc. 56	1998	<b>UNIDROIT 1998 – Study L – Doc. 56</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Authority of agents (Draft and Explanatory Notes prepared by Professor M.J. Bonell on the basis of the 1983 Geneva Convention on Agency in the International Sale of Goods) – Rome, December 1998
StL-Doc. 57	1998	<b>UNIDROIT 1998 – Study L – Doc. 57</b> Working Group for the preparation of Principles of International Commercial Contracts. Draft model clause prepared by Professor A.E. Farnsworth – Rome, June 1998
StL-Doc. 58	1999	<b>UNIDROIT 1999 – Study L – Doc. 58</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Limitation of actions by prescription (Position Paper prepared by Professor P. Schlechtriem) – Rome, January 1999
StL-Doc. 59	1999	<b>UNIDROIT 1999 – Study L – Doc. 59</b> Working Group for the preparation of Principles of International Commercial Contracts. Third party rights under contract (Position Paper prepared by Professor M. Furmston) – Rome, February 1999
StL-Doc. 60	1999	<b>UNIDROIT 1999 – Study L – Doc. 60</b> Working Group for the preparation of Principles of International Commercial Contracts. UNIDROIT Principles and electronic commerce (Position Paper prepared by Professor T. Uchida) – Rome, February 1999
StL-Doc. 61	1999	<b>UNIDROIT 1999 – Study L – Doc. 61</b> Working Group for the preparation of Principles of International Commercial Contracts. Assignment of contractual rights and duties (Position Paper prepared by Professor M. Fontaine) – Rome, February 1999

MATERIALS: Preparatory work of Unidroit (Legislative History)

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 62	1999	<b>UNIDROIT 1999 – Study L – Doc. 62</b> Working Group for the preparation of Principles of International Commercial Contracts. SET-OFF (Position Paper prepared by Professor C. Jauffret-Spinosi) – Rome, February 1999 [In French; the English language version of this document was issued in 2000 as UNIDROIT 2000 – Study L – Doc. 62 <i>bis</i> ]
StL-Doc. 63	1999	<b>UNIDROIT 1999 – Study L – Doc. 63</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Authority of agents (Revised draft prepared by Professor M.J. Bonell in the light of the discussions of the Working Group at its second session) – Rome, March 1999
StL-Doc. 63/ Add. 1	1999	<b>UNIDROIT 1999 – Study L – Doc. 63/Add.1</b> Working Group for the preparation of Principles of International Commercial Contracts. Comments on the revised draft Chapter on Authority of agents (Study L – Doc. 63) by Professors D. DeMott and F. Reynolds – Rome, December 1999
StL-Doc. 64	1999	<b>UNIDROIT 1999 – Study L – Doc. 64</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Limitation of actions by prescription (Draft and Explanatory Notes prepared by Professor P. Schlechtriem) – Rome, November 1999
StL-Doc. 65	1999	<b>UNIDROIT 1999 – Study L – Doc. 65</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Assignment of rights, transfer of duties and assignment of contracts Section I: Assignment of rights (Draft and Explanatory Notes prepared by Professor M. Fontaine) – Rome, December 1999
StL-Doc. 62 <i>bis</i>	2000	<b>UNIDROIT 2000 – Study L – Doc. 62 <i>bis</i></b> Working Group for the Preparation of Principles of International Commercial Contracts. Set-off (Position paper prepared by Professor C. Jauffret-Spinosi) – Rome, January 2000 [This is the English language version of UNIDROIT 1999 – Study L – Doc. 62 issued in 1999.]
StL-Doc. 66	2000	<b>UNIDROIT 2000 – Study L – Doc. 66</b> Working Group for the Preparation of Principles of International Commercial Contracts. Chapter [...] Third party rights (Draft prepared by Professor M. Furmston) – Rome, January 2000

MATERIALS: Preparatory work of Unidroit (Legislative History)

Document Designation	Year of Publication	Title (from the UNIDROIT Website incl. official document number)
StL-Doc. 67	2001	<b>UNIDROIT 2001 – Study L – Doc. 67</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Authority of agents (Revised draft prepared by Professor M.J. Bonell in the light of the discussions of the Working Group at its 3rd session held in Cairo, 24-27 January 2000) – Rome, March 2001
StL-Doc. 68	2001	<b>UNIDROIT 2001 – Study L – Doc. 68</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Limitation periods (Revised draft prepared by Professor P. Schlechtriem in the light of the discussions of the Working Group at its 3rd session held in Cairo, 24-27 January 2000) – Rome, April 2001
StL-Doc. 69	2001	<b>UNIDROIT 2001 – Study L – Doc. 69</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Assignment of rights, transfer of obligations, assignment of contracts (Revised draft prepared by Professor M. Fontaine in the light of the discussions of the Working Group at its 3rd session held in Cairo, 24-27 January 2000) – Rome, May 2001
StL-Doc. 70	2001	<b>UNIDROIT 2001 – Study L – Doc. 70</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Third party rights (Revised draft Chapter prepared by Professor M. Furmston in the light of the discussions of the Working Group at its 3rd session held in Cairo, 24-27 January 2000) – Rome, May 2001
StL-Doc. 71	2001	<b>UNIDROIT 2001 – Study L – Doc. 71</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Set-off (Draft Chapter prepared by Professor C. Jauffret-Spinosi) – Rome, May 2001
StL-Doc. 72	2001	<b>UNIDROIT 2001 – Study L – Doc. 72</b> Working Group for the preparation of Principles of International Commercial Contracts. Chapter [...] Authority of agents (Revised draft prepared by Professor M.J. Bonell in the light of the discussions of the Working Group at its 4th session held in Rome, 4-7 June 2001) – Rome, July 2001