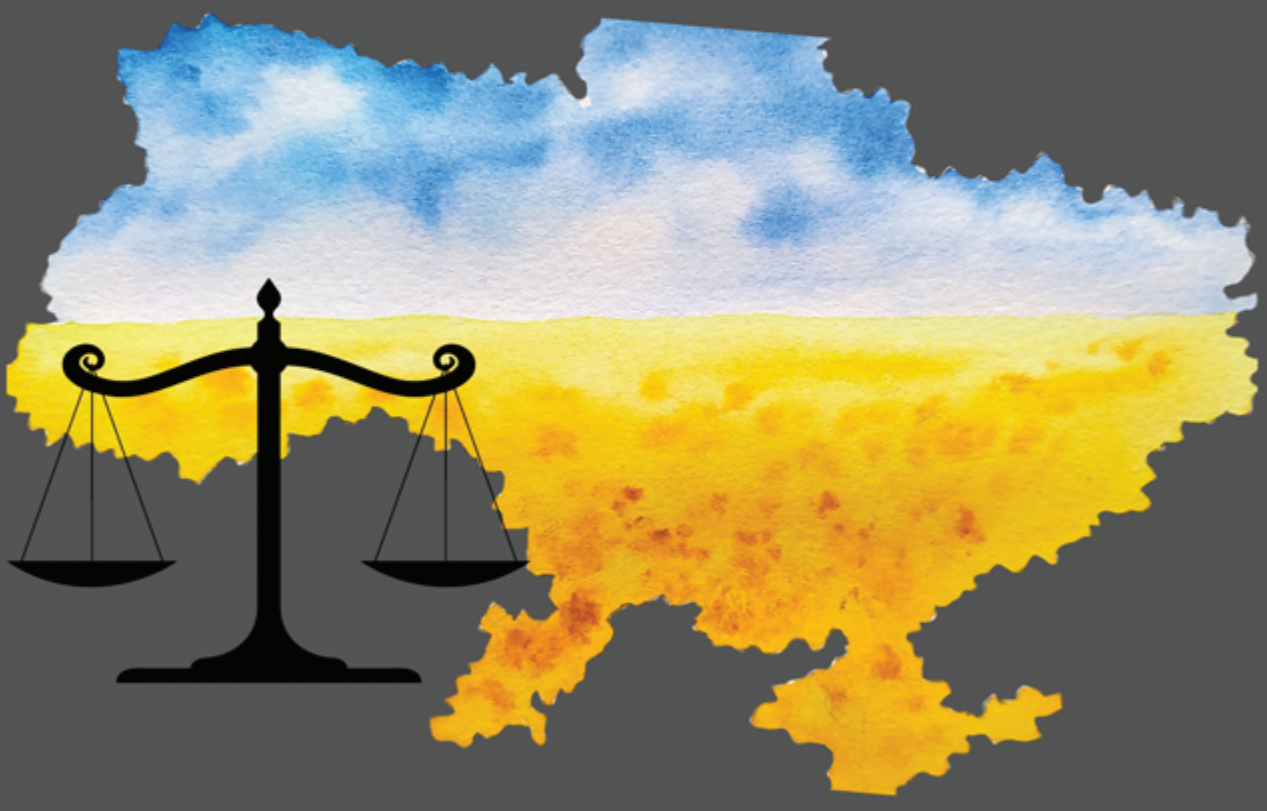
STATE TAX UNIVERSITY

Практикум з іноземної мови для правників

ENGLISH LANGUAGE WORKBOOK FOR LAWYERS



Legal Linguistics Department

STUDY PRACTICE GROW

ДЕРЖАВНИЙ ПОДАТКОВИЙ УНІВЕРСИТЕТ

**Бодунова О. М., Хмизова О. В., Заїка Т. В.,
Литвинська Т. Ю., Дубова Г. В.**



ПРАКТИКУМ З ІНОЗЕМНОЇ МОВИ ДЛЯ ПРАВНИКІВ

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Рекомендований для здобувачів вищої освіти першого (бакалаврського) рівня, педагогічних, науково-педагогічних працівників закладів вищої освіти юридичного спрямування.

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ПЕРЕДМОВА



Пропонований посібник з іноземної мови для правників створено відповідно до навчальної програми з іноземних мов закладів вищої освіти. Він призначений для здобувачів вищої освіти першого (бакалаврського) рівня галузі знань 08 «Право». Мета видання – навчити здобувачів вищої освіти за допомогою вправ та завдань оволодіти навичками читання та перекладу оригінальних англомовних текстів, а також засвоїти спеціальну лексику, пов'язану з різними галузями права.

До навчального посібника увійшло вісім тем: History Guide; The Legal Profession; Contract Law of Ukraine; Language of Civil Law and Civil Procedure in Ukraine; Language of Criminal Law and Criminal Procedure in Ukraine; Language of Corporate Law in Ukraine; Other Spheres of Law; International and European Law. Теми дібрано відповідно до програми підготовки бакалаврів.

Матеріал викладено англійською мовою. До кожної теми додано вправи та питання для самоперевірки й повторення, тести, що охоплюють весь вивчений матеріал, а також практичні завдання. Усі вправи є виправданими та спрямованими на розвиток різних мовних і мовленнєвих умінь і навичок, на закріплення вивченого на практичному занятті мовного матеріалу.

Запропоновані завдання забезпечують додержання принципів особистісно орієнтованого навчання, а також комунікативного підходу. Теоретичний матеріал відповідає спеціальності здобувачів вищої освіти, практичні вправи сприяють засвоєнню теоретичного матеріалу, розумінню та практичному застосуванню в майбутній фаховій діяльності. Практичні вправи стимулюють творчий процес роботи здобувачів вищої освіти та підвищують їх зацікавленість у самостійній підготовці.

У результаті засвоєння матеріалів навчального посібника здобувачі вищої освіти повинні: використовувати програмний лексичний матеріал у підготовленому та непідготовленому усному й писемному мовленні; розуміти та вміти характеризувати основну і другорядну інформацію прочитаного чи прослуханого тексту; знаходити конкретну інформацію в англомовних джерелах професійного спрямування; вміти працювати з фаховою інформацією іноземною мовою (реферувати, анотувати); уміти вести бесіду іноземною мовою в межах вивченої тематики, дотримуючись граматичних і фонетичних норм; уміти робити повідомлення, доповіді та презентації за професійно-орієнтованими темами; уміти переказати іноземною мовою зміст прочитаного чи прослуханого професійно-спрямованого тексту; перекладати професійні та суспільно-політичні тексти рідною мовою; уміти складати ділові листи, професійні резюме, лист-заяву про працевлаштування.



1. HISTORY GUIDE

1.1. Laws of Babylon

1.2. Ancient Greek and Rome

1.3. The European Law

1.4. The foundation of Ukrainian Law





Key vocabulary

- **rules**
- **laws**
- **convention**
- **cstom**
- **to descend**
- **ancestor**
- **invention**
- **legal**
- **king**
- **compensation**
- **bodily injuries**
- **penalty**
- **witchcraft**
- **slave**

Before you read the text think about this questions.

1. How did early human societies establish rules and norms before the formal development of legal systems?
2. What role did religious beliefs and rituals play in shaping early legal codes?
3. What were the earliest recorded legal codes, and what aspects of society did they regulate?

Read and learn

Rules and **laws** – and the **conventions** or **customs** from which they are **descended** – have been a part of human life ever since our ancestors first began to live in large and settled groups. But our knowledge is vague of laws that were in effect before the **invention** of writing in about 3500 B.C. The earliest known **legal** text was written by Ur- Nammu, a **king** of the Mesopotamian city of Ur, in about 2100 B.C. It dealt largely with **compensation** for **bodily injuries**, and with **the penalties** for **witchcraft** and runaway slaves.



Exercises



Find in the text the words that mean the following:

1) the use of magic power, especially with the aid of evil spirits;
2) a punishment imposed for a violation of law or rule;
3) an accepted social custom or practice;
4) payment for damage or loss, restitution;
5) one from whom a person is descended;
6) harm or damage done or suffered.

Write the words that mean the following:

1. _____– guidelines or instructions that dictate how things should be done or how people should behave.
2. _____– formal and authoritative rules established by a government or governing body to regulate behavior within a society.
3. _____– an agreed-upon practice, custom, or agreement among a group of people.
4. _____– a traditional way of behaving or doing things that has been passed down within a particular community or society.
5. _____– the action of moving from a higher position to a lower one, such as moving downward from a higher place or generation to a lower one in a family tree.
6. _____– a person from whom one is descended, usually from a more distant past.
7. _____– a novel creation, idea, or product that has been developed through creativity and ingenuity.
8. _____ relating to the law or established by the legal system.
9. _____– a male ruler of a kingdom or monarchy, typically holding a hereditary position of power and authority over a specific territory.
10. _____– something given or received in exchange for something else, often used to refer to payment or benefits provided to make up for a loss, inconvenience, or injury.
11. _____ – physical harm, damage, or wounds inflicted on the body due to accidents, violence, or other causes.
12. _____ – a punishment or consequence imposed for breaking a rule, law, or regulation.
13. _____ – the practice of magic, often involving spells, rituals, and the manipulation of supernatural forces.
14. _____ – a person who is owned by another and forced to work without personal freedom or autonomy.

Exercises



Answer the following questions:

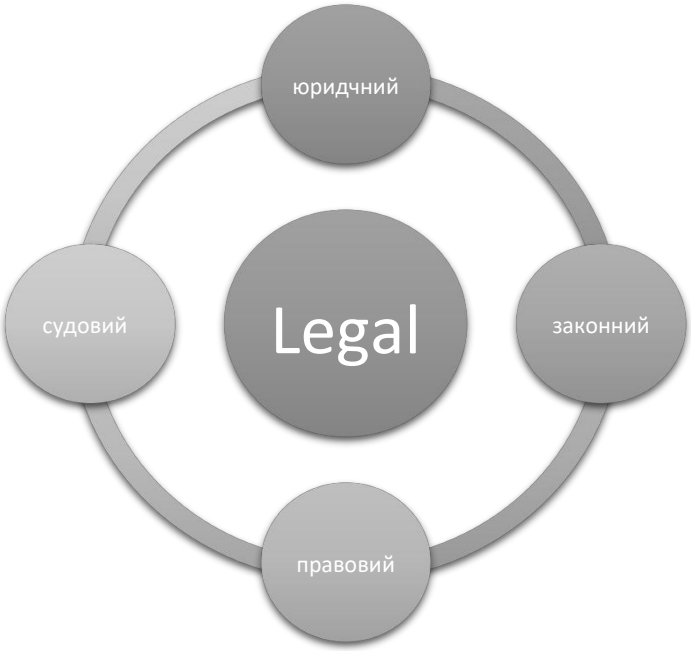
1. Why is it difficult to judge about the earliest laws?
2. Where and why did the first laws appear?
3. What issues did the early laws emphasise? Why?

Complete the sentences using the words from the box:

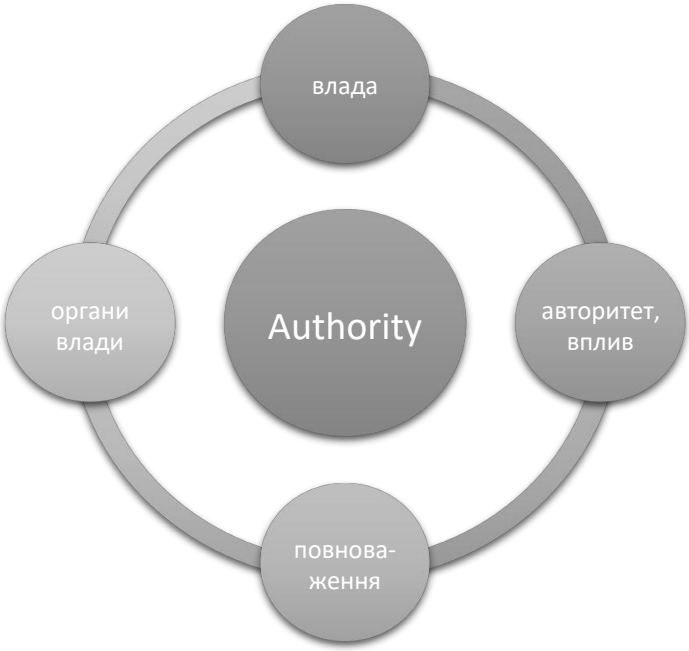
rules, convention, laws, descended, custom, invention, ancestors, legal, king, compensation, penalty, bodily injuries, slaves, invention, witchcraft

1. Society relies on _____to maintain order and ensure harmonious interactions among its members.
2. _____serve as the backbone of a legal system, governing the behavior and rights of individuals.
3. The international _____ aimed to promote diplomatic relations and cooperation among nations.
4. _____dictates that people in this region greet each other with a specific gesture.
5. The family's history can be _____ through generations, passing on stories and traditions.
6. Learning about one's _____ can provide valuable insights into one's heritage and origins.
7. The_____of the telephone revolutionized communication across the globe.
8. Adhering to_____requirements is crucial to avoid potential disputes or penalties.
9. The_____ruled over the kingdom with wisdom and benevolence.
10. The company offered financial _____ to the affected customers for the inconvenience caused.
11. The accident resulted in minor_____, requiring medical attention.
12. Failing to adhere to traffic regulations may lead to a_____such as a fine.
13. During the 17th century, many innocent people were accused of _____and faced persecution.
14. Slavery was a dark chapter in history when many individuals were unjustly held as_____.
15. The new software was developed as an _____ to streamline administrative tasks.

The word **LEGAL** has the following meanings in Ukrainian



The word **AUTHORITY** has the following meanings in Ukrainian:



Exercises



Match the following English expressions with their Ukrainian equivalents

Ukrainian Term	English Translation
Правовий статус	Legal protection
Юридична адреса	Legal address
Правовий захист	Legal decision
Юридичний документ	Legal language
Юридична особа	Legal expenses
Правова процедура	Legal rights
Юридична діяльність	Legal entity
Законний власник	Legal activities
Експерт у галузі права	Legal expert
Історія права	Legal procedure
Судові витрати	Legal force
Юридична консультація	Legal ethics
Повноліття	Legal consultation
Юридична мова	Legal status
Юридичні права	Legal adulthood
Користуватися своїми законними правами	Pursue a legal profession
Здобувати юридичну професію	Legal history
Юридичне рішення	Legal activities
Юридична сила	Exercise one's legal rights
Юридична етика	Legal owner

Exercises



Find the words from the box that mean the following

1. _____ – actions or practices that are conducted in accordance with the laws and regulations of a jurisdiction.
2. _____ – the official address associated with a person, organization, or entity as recognized by the legal system. This address is often used for correspondence and legal documentation.
3. _____ – professional guidance and recommendations provided by legal experts or professionals regarding legal matters.
4. _____ – the age at which an individual is considered legally competent to engage in specific activities, such as signing contracts, voting, or consuming alcohol.
5. _____ – the expenses associated with legal proceedings, including attorney fees, court fees, and related expenses incurred during legal actions.
6. _____ a judgment or ruling made by a court or legal authority that determines the outcome of a legal case or dispute based on the interpretation of laws and evidence.
7. _____ – a written or recorded record that holds legal significance and may include contracts, agreements, wills, deeds, and other documents that establish legal rights and obligations.
8. _____ – an organization, corporation, or entity recognized by law as having legal rights and responsibilities separate from its members or owners.
9. _____ –the principles and standards that govern the moral conduct of legal professionals, ensuring fairness, integrity, and transparency in the practice of law.
10. _____ – an individual with specialized knowledge and expertise in legal matters, often possessing extensive experience and training in a specific area of law.
11. _____ – the study of the development of laws, legal systems, and the evolution of legal concepts over time, often encompassing social, cultural, and political influences.
12. _____ – the specialized terminology, phrasing, and conventions used in legal documents and proceedings, designed to communicate precise legal meanings.
13. _____ – the individual or entity that holds legal ownership rights over a property, asset, or object, often documented through legal titles or deeds.
14. _____ – the established sequence of steps and actions that must be followed in legal proceedings, ensuring due process and fairness in the resolution of disputes.
15. _____ – measures and safeguards provided by the legal system to ensure the rights and interests of individuals, organizations, or entities are upheld and defended.
16. _____ – entitlements and freedoms granted to individuals or entities by the law, which may include rights to property, expression, due process, and more.
17. _____ – the recognized standing of an individual, organization, or entity within the framework of the law, often determining rights, responsibilities, and privileges.
18. _____refers to something that is legally binding and enforceable, carrying the weight and authority of the law.
19. _____ – the act of exercising the entitlements and protections granted by law to individuals, ensuring that their rights are upheld and respected.
20. _____ – the process of becoming a qualified legal practitioner, such as a lawyer or attorney, and engaging in legal work as a career.

Exercises



Complete the sentences using the words from the box

1. Engaging in _____ ensures that your actions are in accordance with the law and regulations.
2. Make sure to update your _____ whenever you move to a new place of residence.
3. Seeking_____from a professional can provide clarity on complex legal matters.
4. In most countries, turning 18 is considered the _____ for many rights and responsibilities.
5. _____associated with the lawsuit ended up being higher than anticipated.
6. The judge's _____was based on a thorough analysis of the evidence presented in court.
7. A _____ such as a contract can be used to formalize agreements between parties.
8. A corporation is an example of a _____ that exists separately from its shareholders.
9. Upholding _____ is crucial for maintaining the integrity of the legal prof.ession.
10. A_____was consulted to provide an informed opinion on the matter.
11. Studying _____ allows us to understand the evolution of laws and their societal impacts.
12. The use of precise and technical terminology characterizes_____.
13. As the sole owner, he held the_____title for the property.
14. The court_____ensures fairness and due process in legal cases.
15. The purpose of a patent is to provide_____for intellectual property.
16. Every citizen should be aware of their_____and responsibilities.
17. The individual's_____was in question due to an unresolved immigration issue.
18. The newly passed law came into effect and now has the _____ of the land.
19. Citizens have the right _____without fear of infringement.

After passing the bar exam, she was excited to _____ as a practicing attorney.

Key vocabulary:

- **Legal code To draw up Carved into Pillar Citizen Legible Crime Slave owner**
- **Principle of revenge Punishment Death penalty Victim Murder Right**
- **Revenge Blood feuds To ban Offender Civil case Tribal customs**

Before you read the text think about this questions.

1. What is the historical significance of Babylon?
2. Where was the ancient city of Babylon located?
3. Which civilization is most famously associated with Babylon?
4. What were some of the architectural marvels in Babylon?

Laws of Babylon

One of the most detailed ancient **legal codes** was **drawn up** in about 1758 B.C. by Hammurabi, a king of Babylonia. The entire code, consisting of 282 paragraphs, was **carved into** a great stone **pillar**, which was set up in a temple to the Babylonian god Marduk so that it could be read by every **citizen**.

The pillar, lost for centuries after the fall of Babylon in the lst century B.C., was rediscovered by a French archaeologist in 1901 amid the ruins of the Persian city of Susa. Hammurabi's words were still **legible**. The pillar is now in the Louvre museum in Paris.

The laws laid down by Hammurabi were more extensive than any that had gone before. They covered **crime,** divorce and marriage, **the rights** of **slave owners** and slaves, the settlement of debts, inheritance and property contracts; there were even regulations about taxes and the prices of goods.

Punishments under the code were often harsh. The cruel principle of **revenge** was observed: an eye for an eye and a tooth for a tooth, which meant that criminals had to receive as **punishment** precisely those injuries and damages they had inflicted upon their **victims**. Not only murderers but also thieves and false accusers faced **the death penalty**. And a child who hit his father could expect to lose the hand.

The code outlawed private **blood feuds** and **banned** the tradition by which a man could kidnap and keep the woman he wanted for his bride. In addition, the new laws took account of the circumstances of the **offender** as well as of the offence. So a lower-ranking citizen who lost a **civil case** would be fined less than an aristocrat in the same position – though he would also be awarded less if he won.

Nevertheless, Hammurabi's laws represented an advance on earlier **tribal customs**, because the penalty could not be harder than the crime.

Exercises

Answer the following questions

1. Why do you think Hammurabi decided to have his laws carved into a pillar?
2. Why was the pillar set up in a temple?
3. What spheres of human life were covered by Hammurabi's code? Explain the choice.
4. How do you understand the principle "an eye for an eye and a tooth for a tooth"?
5. In your opinion, were punishments always fair?
6. Why do you think people of different ranks were treated differently by Hammurabi's code?

Complete the sentences using the key words:

1. The ancient society developed a comprehensive _____ to govern various aspects of daily life.
2. The king appointed a team of scholars to _____ the new set of laws that would apply to all citizens.
3. The laws were _____ stone tablets, ensuring their durability and permanence.
4. The grand marble _____ in the center of the city displayed the core principles of justice for all to see.
5. Every_____had the right to a fair trial and protection under the law.
6. The text of the legal code was carefully engraved, making it_____to all who encountered it.
7. Committing a _____ against another person or their property was met with appropriate punishment.
8. He was not only a wealthy merchant but also a_____who owned several plantations.
9. The_____was deeply ingrained in their legal system, dictating a strict eye for an eye.
10. In cases of severe wrongdoing, the _____ was the ultimate form of punishment.
11. The court listened to the testimony of the _____ to understand the nature of the crime.
12. The act of premeditated_____was one of the most heinous crimes in their society.
13. The concept of individual _____ was a cornerstone of their legal framework.
14. Seeking _____ through personal actions only perpetuated the cycle of violence.
15. The society had a history of_____that spanned generations.



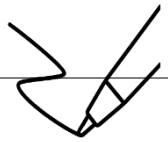
16. The council decided to _____ the harmful practice in order to protect the welfare of the co mmunity.

17. The_____was brought before the court to answer for their actions.

18. Disputes over property and contracts were settled through a _____ process.

19. The community's legal system was deeply rooted in their_____ and traditions.

20. The _____ for theft was a fine, and the offender was required to repay the stolen items' value.



ANCIENT GREEK AND ROME

Complete the text using the words from the box

Appeal; government decisions; the modern world; religious beliefs; extremely harsh measures for the people; a concept of law; trial by jury; the laws of a nation.

The ancient Greeks were among the first to develop _____ that separated everyday law from_____. Before the Greeks most civilizations attributed their laws to their gods or goddesses. Instead, the Greeks believed that laws were made by the people_____.

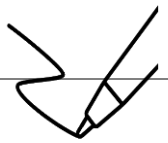
In the seventh century B.C., Draco drew up Greece's first written code of laws. Under Draco's code death was the punishment for most offences. Thus, the term draconian usually applies to_____.

Several decades passed before Solon – poet, military hero and Athens's lawgiver – devised a new code of laws _____ , an ancient Greek tradition was retained, but enslaving debtors was prohibited as were most of the harsh punishments of Draco's code. Under Solon's law citizens of Athens were eligible to serve in the assembly and courts were established in which they could_____.

What Greeks may have contributed to the Romans was the concepts of "natural law". In essence, natural law was based on the belief that certain basic principles are above _____. These principles arise from the nature of people. The concept of natural law and the development of the first true legal system had a profound effect on_____.

Answer the following questions:

1. What does the ancient Greek concept of law comprise?
2. Why were the first laws mainly attributed to divine powers?
3. What is the origin and the meaning of the word "draconian"?
4. How do you understand the concept of natural law?
5. What was Solon's contribution to ancient law?



Read the text and write down Ukrainian equivalents for the words and expressions in bold type:

The Bill of Rights

The Bill of Rights (1689) is one of the basic instruments of the British constitution, the result of the long 17th century struggle between the Stuart kings and the English people and Parliament. The Bill of Rights **provided the foundation** on which the government rested after the Revolution of 1688. The Revolution settlement made monarchy clearly **conditional on** the will of Parliament and provided a freedom from **arbitrary government** of which most Englishmen were **notably proud** during the 18th century.

The main purpose of the act was unequivocally **to declare illegal** various practices of James II. Among such practices proscribed were the **royal prerogative** of **dispensing with the law** in certain cases, the **complete suspension of laws** without **the consent of Parliament,** and the **levying of taxes** and **the maintenance of a standing army** in peacetime without specific parliamentary authorization. A number of **clauses** sought **to eliminate royal interference** in parliamentary matters, stressing that elections must be free and that members of Parliament must have complete **freedom of speech.** Certain forms of interference in **the course of justice** were also proscribed. The act also dealt with the **proximate succession to the throne,** provided the **heirs** were **Protestants.** It is the constitutional **paper** of great importance, **which prevented the sovereign from abusing his authority.**

Answer the following questions:

1. What events preceded the Bill of Rights?
2. Why did King James II have to leave the country?
3. What documents have regulated succession to the throne since 1688?
4. How were the rights of the monarch limited by the Bill of Rights?
5. What civil rights were protected by this document?
6. What was the influence of the Bill of Rights on political thinking in America?

Exercises



Match the following English expressions with their Ukrainian equivalents

Ukrainian Term	Incorrect English Translation
Передавати свої повноваження	To abuse one's authority
Зловживати владою	The authority of parliament
Законний орган влади	To gain in authority
Необмежена влада	Lawful authority
Правоохоронні органи	To endue with authority
Компетентний орган	On good authority
Мати / Користуватися владою	To hand over one's authority to someone
З доброї волі	To vest someone with authority
Здобувати владу	To undermine someone's authority
Повноваження парламенту	To have / to exercise authority
Наділяти будь-кого повноваженнями	Competent authority
Зловживати владою	Law-enforcement authorities / agencies
Правоохоронні органи	Unrestricted authority

Exercises



Complete the sentences using the words from the table

1. The decision falls under the jurisdiction of the_____for such matters.

2. The_____are working diligently to ensure public safety and uphold the rule of law.

3. Only a _____ can issue such directives in accordance with established regulations.

4. I heard_____that the project is progressing smoothly and will be completed ahead of schedule.

5. The policies enacted have the backing of _____ , reflecting the will of the elected representatives.

6. It's essential not to _____ when leading a team, as it erodes trust and cooperation.

7. The charismatic leader had the ability to _____ even the most challenging decisions.

8. Over time, her dedication and expertise allowed her to _____ within the organization.

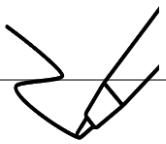
9. As part of the transition, the CEO decided to_____.

10. The principal has the responsibility to _____ over the school's administrative matters.

11. Constant criticism can serve to_____and hinder effective leadership.

12. The board decided to_____, empowering her to make key decisions.

13. The leader was granted_____, giving them the power to make decisions without.



Before you read the text ask your partner this questions

1. What role did Napoleon Bonaparte play in the history of France?
2. How did Napoleon rise to power and become Emperor of France?
3. What were some of Napoleon's significant military achievements?

Napoleon's Law

The laws of much of continental Europe (particularly France), of Quebec in Canada, and of much of Latin America – along with the civil laws of Louisiana – owe their modem form largely to the work of a man who never even studied law. Napoleon Bonaparte, the Corsican soldier who became emperor of France after the French Revolution, established in 1800 five commissions to refine and organise the diverse legal systems of France. The result, enacted in 1804, was Napoleon's Code.

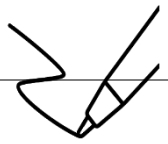
Some of its original 2,281 articles were drafted by Napoleon himself, and all were affected by his thinking, even though he was completely self-taught in legal matters. The code was a triumphant attempt to create a legal system that treated all citizens as equals without regard to their rank or previous privileges. It was also so clearly written that it could be read and understood by ordinary people at a time when only Latin scholars could make sense of the earlier laws handed down since Roman times. The code was adopted intact in most of the areas of Europe that Napoleon dominated and spread from there across the Atlantic, taking root particularly in French- speaking American communities. Many of its principles are still in force today.

Answer the following questions:

1. What efforts did Napoleon make to reorganise the diverse legal systems of France?
2. Did Napoleon draw up the whole code himself?
3. What was so remarkable about Napoleon's new code?
4. What were the benefits of Napoleon's code for the ordinary people?

Find in the text the English equivalents for the following words and expressions:

1) питання права
2) вивчати право
3) різні, несхожі правові системи
4) створити правову систему
5) імператор
6) цивільне право
7) первісний варіант статей
8) піддаватися впливу будь-яких ідей
9) передавати (з покоління в покоління)
10) панувати, володарювати
11) поводитися як із рівними
12) розібратися в чомусь
13) приживатися, вкорінюватися
14) перебувати в силі
15) без урахування привілеїв



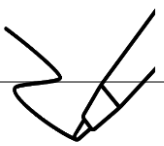
CUSTOMARY LAW IN UKRAINE

Read the text on customary law in Ukraine. Fill in gaps 1-10 with a suitable word formed from the prompts in the brackets.

Customary law in Ukraine dates back to **1) ... (history)** times. In the Princely era legal relations were **2) ... (govern)** by customary law, which was eventually codified in Ruska Pravda. The decrees issued by the princes explicated customary law rather than **3) … (create)** new law. With the demise of Kyivan Rus Ukrainian customary law continued to operate even under the Tatars, who did not **4) ... (interfere)** in the internal affairs of their conquered territories, and then under Polish hegemony. For a time Poland recognized Ukrainian customary law as Rus law.

The norms of Ukrainian customary law were also preserved under Lithuanian rule and were codified in the Lithuanian Statute, which to a large extent, particularly in respect to civil, criminal, and procedural norms, were based on ancient Ukrainian customary law. The principle governing the legislative authority of the Grand Duchy of Lithuania was that old traditions should not be tampered with and **5) ... (innovate)** should not be introduced. Lithuanian land statutes and **6) ... (protect)** charters guaranteed the validity of the old customary law in certain Ukrainian territories or for certain groups of the population, while writs of privilege restricted the **7) ... (apply)** of customary law. In spite of providing detailed **8) ... (regulate)** for various legal relations, the Lithuanian Statute acknowledged the auxiliary role of customary law: if a specific law was lacking, then a **9) ... (judge)** was based on ancient custom. In the Lithuanian- Ruthenian state the community courts were a judicial institution based on customary law. They continued to operate in the Cossack period, but their **10) ... (important)** gradually diminished.

Word in text	Noun	Verb	Adjective	Adverb
history	history	–	historical	historically
govern	government	govern	governing	–
create	creation	create	creative	creatively
interfere	interference	interfere	interfering	–
innovate	innovation	innovate	innovative	innovatively
protect	protection	protect	protective	protectively
apply	application	apply	applicable	–
regulate	regulation	regulate	regulatory	–
judge	judgment	judge	judgmental	–
important	importance	–	important	importantly

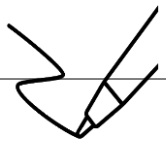


Constitution of the Ukrainian National Republic

Fundamental law of the Ukrainian National Republic (UNR), adopted on 29 April 1918. It was influenced to a large extent by previous legislative acts of the Ukrainian Central Rada and had an important impact on future legislation and the government structure of the UNR. Before its adoption the Universals of the Central Rada and certain laws – the law of 8 December 1917 on legislative procedure, the law on elections to the Constituent Assembly of Ukraine, the law of 22 December 1917 on the Ukrainian State Bank and the Main Treasury of the UNR, the laws of 15 and 30 December 1917 on the judicial system, the law of 21 January 1918 on the national-personal autonomy, the law of 1 March 1918 on the emblem of the republic, the law of 2–4 March 1918 on citizenship, etc – had the force of a constitution.

Most of these acts were collected in the constitution, which was prepared by a special commission and adopted by the Central Rada at its last session on 29 April 1918, the day of Hetman Pavlo Skoropadsky's coup. The constitution had 83 articles and eight sections.

The constitution asserted that the Ukrainian National Republic was a 'sovereign, independent, and free state,' in which the people of Ukraine held sovereign power and exercised it through the National Assembly (Vsenarodni Zbory). The constitution did not specify the borders of Ukraine, but pointed out that its territory was indivisible. The citizens of the republic, regardless of sex or nationality, were guaranteed basic civil and political rights. The supreme legislative authority in the republic was to be the National Assembly, which would issue laws and form the higher agencies of the government and judiciary. The constitution set down the procedures of election to the National Assembly, the structure of the assembly, legislative process, and the powers of the highest government authorities. The chairman (president) of the National Assembly was to represent the republic externally. The Council of National Ministers of the Ukrainian National Republic was to be the highest administrative authority in the republic. It was to be named by the chairman of the National Assembly in consultation with the council of the Assembly Elders (Rada Starshyn Zboriv) and confirmed by the National Assembly. The Council of National Ministers was to be responsible to the assembly, which had the right to express non-confidence in the council or in particular ministers. The supreme agency of the judiciary was to be the General Court of the UNR, which would consist of a college of judges elected for five years by the National Assembly. The constitution affirmed the independence of the judiciary from the executive and legislative powers. The law of the Central Rada on the national autonomy of national minorities in Ukraine formed a separate section in the constitution. At the end of the constitution were provisions for the temporary suspension of civil rights in times of emergency.

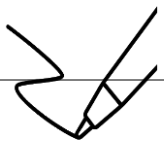


The constitution left a number of important constitutional questions to be solved by future legislation. Proposals for constitutional changes were to be decided by the usual legislative process, with the provision that they had to be adopted by three-fifths of the deputies present and by the new National Assembly after the next election.

In general, the constitution asserted the principle of parliamentary democracy, with the legislative power outweighing the executive power. It favored decentralization and self-government and dealt with the problem of national minorities in a liberal manner.

The Constitution of the Ukrainian National Republic turned out to have merely a moral-political significance, for Pavlo Skoropadsky's coup on the day of its adoption prevented it from being implemented. Skoropadsky's declaration of his assumption of power and the proclamation on 29 April 1918 of a temporary structure of Ukraine abolished the constitution of the UNR. However, some of its provisions inspired the legislation of the UNR under the Directory of the Ukrainian National Republic.

Topic: The foundation of Ukrainian Law



Read the text on the Ruska Pravda and answer the following questions

1. When was the Fundamental Law of the Ukrainian National Republic (UNR) adopted?
2. What was the influence of the previous legislative acts of the Ukrainian Central Rada on the Fundamental Law of the UNR?
3. How did the Fundamental Law impact future legislation and the government structure of the UNR?
4. What laws and documents held constitutional significance before the adoption of the Fundamental Law?
5. What were some of the specific laws that had the force of a constitution prior to the adoption of the Fundamental Law?
6. Can you list some of the key provisions covered by the Fundamental Law of the UNR?
7. How did the law of 8 December 1917 relate to legislative procedures?
8. What did the law of 21 January 1918 pertain to?
9. What was the purpose of the law of 1 March 1918 regarding the emblem of the republic?
10. How did the law of 2–4 March 1918 contribute to the legal framework of the UNR?
11. What was the stance of the Ukrainian constitution regarding the territorial integrity of Ukraine?
12. What rights were guaranteed to citizens of the Ukrainian National Republic regardless of sex or nationality?
13. What was the role of the National Assembly in the governance structure outlined by the constitution?
14. Could you describe the process of electing members to the National Assembly as outlined in the constitution?
15. How was the Council of National Ministers constituted, and what role did it play in the government?
16. What authority did the National Assembly hold over the Council of National Ministers?
17. How was the independence of the judiciary from the executive and legislative branches ensured by the constitution?
18. What was the purpose of the General Court of the UNR, and how were its judges selected?
19. What significant aspect of national minorities' rights was addressed within the constitution?
20. Under what circumstances could civil rights be temporarily suspended according to the constitution?

Exercises



Complete the text using the words from the box

Ukrainian National Republic ,Legislative acts, The Ukrainian Central Rada, Legislation, Adoption, Universals of the Central Rada, Elections, State bank, Judicial system, Central Rada, The Council of National Ministers of the Ukrainian National Republic, Civil rights, The national minorities, Constituent Assembly of Ukraine, Directory of the Ukrainian National Republic.

1. The decision falls under the jurisdiction of the_____for such matters.
2. The _____ are working diligently to ensure public safety and uphold the rule of law.
3. Only a _____ can issue such directives in accordance with established regulations.
4. I heard _____ that the project is progressing smoothly and will be completed ahead of schedule.
5. The policies enacted have the backing of _____, reflecting the will of the elected representatives.
6. It's essential not to _____ when leading a team, as it erodes trust and cooperation.
7. The charismatic leader had the ability to _____even the most challenging decisions.
8. Over time, her dedication and expertise allowed her to _____within the organization.
9. As part of the transition, the CEO decided to_____.
10. The principal has the responsibility to _____ over the school's administrative matters.
11. Constant criticism can serve to _____ and hinder effective leadership.
12. The board decided to_____, empowering her to make key decisions.
13. The leader was granted _____, giving them the power to make decisions without.

Quiz

1. When was the Fundamental Law of the Ukrainian National Republic adopted?

a) 8 December 1917;
b) 22 December 1917;
c) 29 April 1918;
d) 2–4 March 1918.

2. What was the status of the Ukrainian National Republic, as stated in the constitution?

a) Autonomous state;
b) Sovereign, independent, and free state;
c) A province of Russia;
d) A puppet state.

3. How was the supreme legislative authority in the republic described in the constitution?

a) The National Council;
b) The President;
c) The National Assembly;
d) The Council of National Ministers.

4. Who was responsible for representing the republic externally according to the constitution?

a) Chairman of the National Assembly;
b) President of the UNR;
c) Chairman of the Council of National Ministers;
d) Chairman of the Central Rada.

5. What was the highest administrative authority in the Ukrainian National Republic?

a) National Assembly;
b) Council of National Ministers;
c) General Court of the UNR;
d) Council of the Assembly Elders.

6. How were judges for the General Court of the UNR selected?

a) Appointed by the Council of National Ministers;
b) Elected by the National Assembly;
c) Appointed by the President;
d) Appointed by foreign powers.

7. What did the constitution address in a separate section?

a) Borders of Ukraine;
b) Civil and political rights of citizens;
c) National autonomy of national minorities;
d) Economic policies.

8. What did the constitution provide for in times of emergency?

a) Temporary suspension of civil rights;
b) Permanent suspension of civil rights;
c) Dissolution of the National Assembly;
d) Martial law.

9. What is the English term for "Повноваження парламенту" in the text?

a) The Authority of Parliament;
b) The Rights of the President;
c) The Sovereignty of the People;
d) The Council of National Ministers.

10. Which English term in the text refers to the act of abusing one's power or position?

a) Sovereignty;
b) Independence;
c) Interference;
d) Constitution.

11. According to the text, what is the English term for "Всенародні Збори"?

a) National Council;
b) National Assembly;
c) Council of Elders;
d) General Court.

12. What English term is used to describe the process of temporarily suspending civil rights in times of emergency, as mentioned in the text?

a) Martial law;
b) Emergency rule;
c) Constitutional crisis;
d) Civil liberties.

Grammar note



Present Times

The Present Simple is used:

Usage	Examples
For habitual or repeated actions and situations.	The defendant has a history of habitual drunk driving.
For general truths and natural phenomena.	It is a well-established principle that all individuals are equal before the law.
For permanent situations in the present.	James lives in Zurich.
For future actions related to timetables and programs.	The train leaves at six o'clock.
For headlines, sports commentaries, story-telling, reviews of books, directions and instructions.	• Three men rob hank. • Martin takes the hall and scores. • In this chapter. Bob meets his old friend, Charlie. • You turn left at this junction and you'll find it.
In exclamatory sentences with "Here...!"There.	• Here comes the bride! • There he goes again!

Time Expressions often, usually, always, never, sometimes, seldom, rarely, hardly ever, every day / week, etc.

The Present Progressive is used:

Action/Event	Look! That boy is climbing up a tree.
Temporary State	David is doing his military service.
Situation Changing/Developing	The problem of pollution is getting more and more serious.
Planned Future Action	I'm travelling to London tomorrow.
Adverbs of Frequency	Sam is very kind; he is always helping the poor. Steve is always leaving his clothes on the floor!

Time Expressions now, at present, at the moment, nowadays, this month, etc.

Grammar note



Past Times

The Past Simple is used to describe

Completed actions at a definite time in the past
Mary visited the British Museum when she was in London.
Peter won his prize in the art competition.
Permanent situations in the past
John lived in Ireland for 15 years. (He doesn't live there anymore.)
Completed actions that took place one after the other in the past (in storytelling or narratives)
Sue woke up, washed her face, and had breakfast.
Past habits or repeated actions in the past (using adverbs of frequency)
When Paul was younger, he often went fishing with his father.

Time Expressions yesterday, then, ago, last month / night / week, when, etc.

The Past Progressive is used to describe:

Action in Progress	This time last Friday, I was flying to London.
Actions Happening at the Same Time	While Helen was cooking, Alex was studying.
Lengthy Action Interrupted by a Shorter One	She was having dinner when the lights went out.
Background Scenes	It was early in the evening and it was beginning to get dark. He was having a cup of tea...
Temporary Past States or Actions	He was writing a book in those days.
Repeated Past Actions or Annoying Habits	My brother was always getting into trouble in the past.

Time Expressions while, as, etc.



Past Times

The Past Perfect Simple is used:

Action Completed Before Another One in the Past
The action which happened first is in the *Past Perfect Simple* while the action which followed is in the *Past Simple* (in time clauses introduced by before, after, when, by the time). However, when we describe the actions in the order that they happened, we often use the *Past Simple*. By the time we arrived, they had left. They (had) hung up before I answered the phone.
Past Action Completed Before a Definite Time in the Past
Angela had finished cooking by 11:30 am.
Adjectives in Superlative Degree and Expressions Such as; The First/Second..., The Only..., etc.
That was the first time I had been to Paris. It was the worst time I had ever had.

Time Expressions by a certain time, by the time, after, before, when, etc.

The Past Perfect Progressive is used:

To describe an action completed before another past action.	She had finished her homework before she watched TV.
To describe an action completed before a specified time in the past.	By 9 PM, they had already eaten dinner.
To describe a hypothetical past scenario.	If she had studied harder, she would have passed the exam.

Time Expressions by, for, since, after, before, how long.

Grammar exercise

Circle the correct answers



As a teenager, I **used / would** to do things that my parents **weren't approving / didn't approve of.**

They **were always complaining / had always been complaining** about my actions. When they **lectured / had lectured** me, **I had covered / would cover** my ears and ignore them. Now, I'm experiencing the same thing with my own children!



Today **1 had had / had** an awful day. I **arrived / was arriving** at the **office, sat / was sitting** down at my desk and suddenly **had discovered / discovered** that I **had lost / lost** a document on my computer because of a virus. **I worked / had been working** on it for the past two days. As if that **wasn't / wasn't** being enough, a colleague **would get / was getting** on my nerves. While **I had been trying / was trying** to remain calm, he **had laughed / was laughing** at me.

Grammar exercise



Open the brackets

1. Sue …….. (be) late for work because she ……. (oversleep).

2. I……..(walk) down the street when I ……. (bump) into Mary. I ..... (not see) her for ages.

3. What exactly …….. you ..... (do) yesterday at 7 pm?

4. Alice ..... (cook) for two hours before the guests……(arrive).

5. How long ……. you ..... (wait) before they ..... (come)?

6. The police ..... (arrest) him because he (rob) the bank.

7. After we …….. (leave) the office, we ..... (head) for a pub.

8. Grandma ..... (have) a nap while I (read) a magazine.

9. Our neighbors ..... (have) a barbecue yesterday.

10. I ..... (wake) up in the middle of the night when my neighbors upstairs ..... (start) an argument.

11. Paul ..... (buy) a new car after his previous one…….(break) down.

12. The baby ..... (sleep) for half an hour when Ted…….(come) back home.

13. Michael …… (not appear) until we……(call) him.

14. Children ..... (cross) the road when a car (hit) them.

15. The police ..... (take) away Matt's driving license after he…….(exceed) the speed limit.

16. We……(eat) our breakfast ten minutes ago.

Grammar exercise



Fill in the blanks with the appropriate verb tense (Present Simple, Present Continuous, Past Simple, Past Continuous, Present Perfect).

1. The lawyer_____(prepare) the legal documents for the case right now.

2. She often_____(advise) clients on legal matters.

3. Last week, they_____(win) the court case.

4. The law firm_____(expand) its services recently.

5. The judge_____(review) the evidence at the moment.

6. I_____(study) legal ethics for several years.

7. By the time I graduated, I_____(already, complete) my internship.

8. They_____(consult) with their clients regularly.

9. While the attorney_____(present) the case, the jury _____(listen) carefully.

10. She_____(practice) law for over a decade.

11. The defendant_____(not / understand) the legal implications of the contract.

12. By the time they arrived at the courthouse, the trial _____ (already / start).

13. I_____(not / see) the defendant since the trial began.

14. The lawyer_____(work) on the case for months before it went to court.

15. The client_____(meet) with the legal team for a consultation this morning.



2. LEGAL PROFESSION

2.1. The Legal Professions
2.2. Legal Education
2.3. Working in Law

Introduce yourself to your classmates



WRITING A SHORT AUTOBIOGRAPHY

Study the example of an autobiography below.

My name is

Expression for introducing name. You may also use "I am ..... "

I come from

Expressions for stating place. You may also use "I am from……"

I take

Expression for stating our major. You may use other expressions such as "my major is……" and "I am……"

I am interested in

Expressions for stating hobbies. You may use another expressions like "my hobby is ..... " "I am interested in……" "I am keen on……."

Topic: What is law?

Key vocabulary:

- **system of rules**
- **society**
- **courts**
- **police**
- **punish**
- **break the law**
- **oversee**
- **respect**
- **protect**
- **display courtesy**
- **degenerate**
- **disorder**
- **enforce**
- **anarchy**

Read and learn

Law is a **system of rules** that people are supposed to follow in a **society** or country The **courts** and **police enforce** this system of rules and **punish** people who **break the law.**

Where people live together, they usually agree on rules about conduct and procedures.

They do this so that the group may better achieve its objectives and to ensure the rights of its individual members are **respected** and **protected**. Schools have rules specifically for these purposes. Families too might have rules, determined by parents, to ensure the safety and security of younger members. Society has certain unwritten rules that reflect social and cultural values, such as an expectation that individuals **display courtesy** and good manners, observe things like queues and keep to the left on escalators.

Without a system of laws, society would most likely **degenerate** into **disorder** and **anarchy.**

The law is fundamentally important – but it is not perfect. The law is only as fair and effective as those who develop, implement and **oversee** it.

Answer and discuss

1. What is Law?
2. What do the court and police do?
3. What does the society has rules for?
4. Can you say that the law is perfect?

Exercises

Discuss the proverb and the quotes

"The Law is hard, but it is the Law" (Cassandra Clare)

"Law without justice is a wound without a cure" (William Scott Downey)

Where the law is uncertain there is no law. (Proverb)

Speaking. Discuss the following questions:

1. Can we live without laws? Why?
2. Is it ok to break the law sometimes? Why?
3. Why do we have laws?
4. Do you think there should be more or less laws?
5. Do you think the laws in your country are similar to those in other countries?
6. What English words concerning law or legal terms do you know?

Find the synonym

Word	Synonym
Courtesy	Chaos
Oversee	Defend
Degenerate	Supervise
Protect	Deteriorate
Anarchy	Politeness

Topic: The Legal Profession

Legal education in Ukraine typically involves a combination of theoretical study and practical training. To become a lawyer in Ukraine, one must first **obtain** a law degree.

Once licensed, lawyers in Ukraine are entitled to practice law in a variety of fields, including civil law, criminal law, and commercial law. They may work as **advocates** (attorneys), **notaries**, or **judges**.

Advocates in Ukraine have a duty to protect the rights and interests of their clients and to provide legal assistance in a professional and ethical manner. They are also subject to strict ethical rules, such as maintaining client confidentiality and avoiding conflicts of interest.

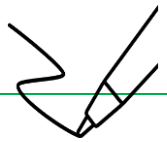
Overall, the legal profession in Ukraine plays an important role in protecting the rights and interests of individuals and businesses, ensuring that the rule of law is upheld, and contributing to the development of a fair and just society.

Check your understanding. Answer the questions

1. What are the requirements to become a lawyer in Ukraine?
2. What areas of law can lawyers practice in Ukraine?
3. What are the duties of advocates in Ukraine?
4. What ethical rules are advocates in Ukraine subject to?
5. What role does the legal profession play in Ukraine?
6. Can lawyers in Ukraine work as judges?
7. How do lawyers in Ukraine protect the rights and interests of their clients?



Topic: Working in Law



Working in law in Ukraine can be an exciting and challenging career path. Ukraine's legal system is a law system, which is based on statutory law and legal codes. It is influenced by the legal systems of other European countries.

Lawyers are responsible for advising and representing clients in legal matters, which can include anything from criminal defense to corporate mergers and acquisitions. Some common roles in the legal profession include attorneys, judges, paralegals, and legal assistants.

To become a lawyer, you typically need to earn a law degree and pass the bar exam.

Law school can be competitive and rigorous, but it can also provide you with valuable knowledge and skills that you can apply to your career.

Working in law requires strong analytical and problem-solving skills, as well as excellent communication and interpersonal abilities. Lawyers must be able to research and analyze complex legal issues, negotiate on behalf of clients, and present arguments in court. Attention to detail and a strong work ethic are also important traits for success in the legal profession.

Overall, working in law can be a challenging and fulfilling career path for those who are passionate about justice and serving clients.

Study the main verbs

Lawyers typically do the following:

✓ **Advise** and **represent** clients in courts, before government agencies, and in private legal matters.

✓ **Communicate** with their clients, colleagues, judges, and others involved in the case.

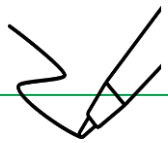
✓ **Conduct** research and analysis of legal problems.

✓ **Interpret** laws, rulings, and regulations for individuals and businesses.

✓ **Present** facts in writing and verbally to their clients or others, and **argue** on behalf of their clients.

✓ **Prepare** and **file** legal documents, such as lawsuits, appeals, wills, contracts, and deeds.

Topic: Working in Law



Lawyers may have different titles and different duties, depending on where they work. In law firms, lawyers, sometimes are called **associates**, they perform legal work for individuals or businesses. Those who represent and defend the accused may be called **criminal law attorneys or defense attorneys**.

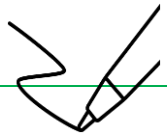
Prosecutors typically work for the government to file a lawsuit, or charge, against an individual or corporation accused of violating the law. Some may also work as **public defense attorneys**, representing individuals who could not afford to hire their own private attorney.

Others may work as **government counsels** for administrative bodies and **executive or legislative branches** of government. They write and interpret laws and regulations and set up procedures to enforce them. They argue civil and criminal cases on behalf of the government.

Type of Lawyer	Areas of Expertise
Corporate Lawyer	Mergers and acquisitions, contracts, employment
Criminal Defense	Criminal charges and trials
Civil Rights	Discrimination based on race, gender, religion
Family	Divorce, child custody, adoption
Personal Injury	Injuries caused by negligence or wrongdoing
Immigration	Visas, citizenship, deportation defense
Intellectual Property	Patents, trademarks, copyrights
Environmental	Compliance with environmental laws, lawsuits
Tax	Tax law compliance, tax disputes
International	International trade, human rights, criminal law

These are just a few examples of the many types of lawyers that exist.

The legal profession offers a wide range of opportunities for those with diverse interests and passions.



Advantages of being a lawyer:

1. **Intellectual challenge**: The law is complex and constantly evolving, providing lawyers with an intellectual challenge that can be both stimulating and rewarding.
2. **Financial stability**: Lawyers generally earn a good income, which can provide financial stability and security.
3. **Variety of work**: Lawyers have the opportunity to work in a variety of fields and specialties, from criminal law to corporate law to environmental law.
4. **Helping people:** Lawyers have the opportunity to help people who are facing difficult situations, such as those who have been injured in accidents, those facing criminal charges, or those involved in family disputes.
5. **Professional respect**: Lawyers are typically held in high regard and enjoy a certain level of professional respect from their peers and the public.

Disadvantages of being a lawyer:

1. **Long hours:** Lawyers often work long hours, including evenings and weekends, in order to meet deadlines and prepare for court appearances.
2. **High stress:** The nature of legal work can be stressful, particularly when dealing with high-pressure situations such as trials or negotiations.
3. **High competition:** The legal profession is highly competitive, with many lawyers vying for the same jobs and clients.
4. **Ethical challenges:** Lawyers may face ethical challenges when representing clients with whom they may not agree or when they are required to defend clients who have committed crimes.
5. **Emotional toll:** Lawyers may experience emotional fatigue or burnout from dealing with the challenging situations of their clients.

It is important to note that these advantages and disadvantages can vary depending on the specific type of legal practice and individual circumstances.

Exercises



Fill in the blanks with the correct type of lawyer based on their area of expertise

1. Emma is a lawyer who specializes in_____law. She helps businesses with mergers and acquisitions, contracts, and employment matters.

2. Jack is facing criminal charges and needs a lawyer to defend him in court. He should hire a_____defense lawyer.

3. Maya is passionate about protecting civil rights and fighting against discrimination. She is considering becoming a_____lawyer.

4. Sarah and David are getting a divorce and need a lawyer to help them with child custody arrangements. They should hire a_____lawyer.

5. John was injured in a car accident and is looking for a lawyer to help him get compensation for his injuries. He should hire a_____injury lawyer.

6. Luisa is an immigrant who needs help obtaining a visa. She should hire an _____lawyer.

7. Karen is an artist who wants to protect her artwork from being copied by others. She should hire an_____property lawyer.

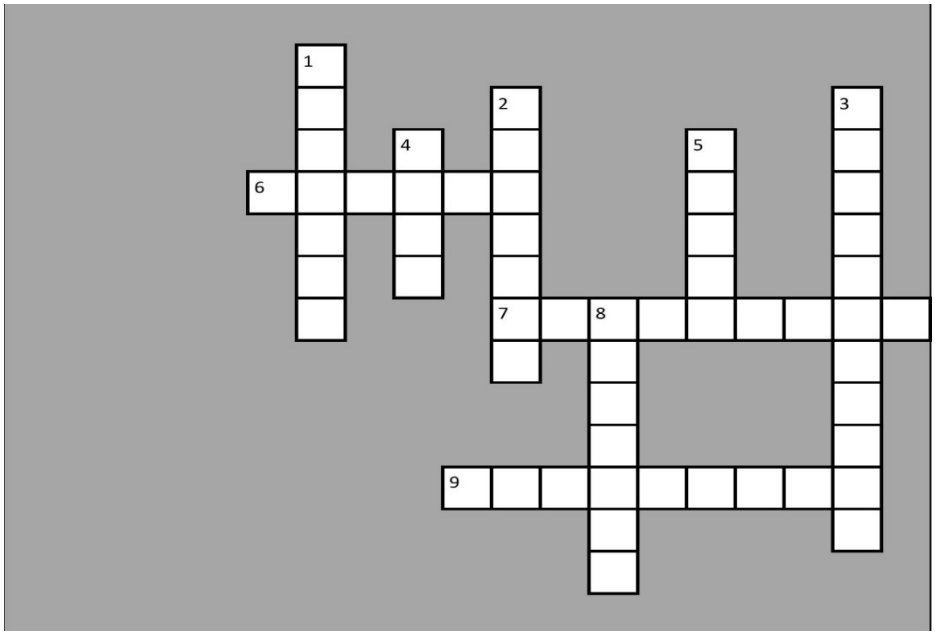
8. Tom is concerned about the impact of pollution on the environment and wants to take legal action. He should hire an_____lawyer.

9. Maria is a business owner who needs help with tax compliance. She should hire a _____lawyer.

10. Ahmed is interested in working on international legal matters. He should consider becoming an_____lawyer.

Exercises

Solve the crossword



1. To carry out or perform a particular activity, such as an investigation, trial, or hearing.

2. To make the necessary arrangements or take the necessary steps in advance of a legal proceeding, such as drafting documents or gathering evidence.

3. To convey information, ideas, or feelings to others through language, writing, or other forms of expression.

4. To submit legal documents or forms to the appropriate court or government agency.

5. To speak angrily to someone, telling that person that you disagree with them.

6. To provide information, suggestions, or recommendations to someone about a particular course of action.

7. To act on behalf of someone else in a legal matter, including speaking for them in court and negotiating settlement.

8. To formally introduce or submit something, such as evidence, a case, or an argument, in a legal proceeding.

9. To explain or clarify the meaning of something, especially a law or legal document, based on one's understanding or expertise.

Exercises

Fill in the blank:

1. To become a lawyer in Ukraine, one must first obtain a _____ from a recognized university.

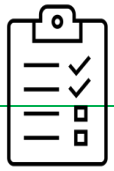
2. Advocates in Ukraine have a duty to protect the_____and interests of their clients.

3. The _____in Ukraine is regulated by the Law of Ukraine "On the Bar and Practice of Law" and the Rules of Ethics of Advocates.

4. During their legal education, students in Ukraine learn about a wide range of legal topics, such as civil law, criminal law, and_____law.

Match the legal term to its definition:

Legal term	Definition
Legal system	The hands-on experience gained by law students through internships, legal clinics, and other practical training opportunities
Qualification exam	The set of laws, regulations, and procedures that govern the operation of the legal profession and the administration of justice
License	The principles and standards of conduct that govern the behavior of lawyers and other legal professionals
Ethics	A permit or authorization granted by a regulatory body that allows an individual to practice law
Practical training	The process by which aspiring lawyers are tested on their knowledge of the law and their ability to apply it in practice



Quiz

1. What do we call a permit or authorization granted by a regulatory body that allows an individual to practice law?

a) Bar exam;
b) Qualification certificate;
c) License;
d) Diploma.

2. What do we call the principles and standards of conduct that govern the behavior of lawyers and other legal professionals?

a) Rules of conduct;
b) Code of ethics;
c) Professional standards;
d) Legal regulations.

3. What do we call the hands-on experience gained by law students through internships, legal clinics, and other practical training opportunities?

a) Practical experience;
b) Vocational training;
c) Internship program;
d) Practical training.

4. What do we call the process by which aspiring lawyers are tested on their knowledge of the law and their ability to apply it in practice?

a) Bar exam;
b) Qualification certificate;
c) License;
d) Diploma.

5. What do we call the set of laws, regulations, and procedures that govern the operation of the legal profession and the administration of justice?

a) Legal system;
b) Legal ethics;
c) Legal procedures;
d) Legal regulations.

6. What do we call a person who is licensed to practice law and represents clients in legal matters?

a) Lawyer;
b) Judge;
c) Attorney;
d) Prosecutor.

7. What do we call the act of presenting evidence and arguments in a court of law to support one's case?

a) Defending;
b) Prosecuting;
c) Presenting;
d) Arguing.

8. What do we call the act of advising clients on legal matters and helping them make informed decisions?

a) Representing;
b) Communicating;
c) Advising;
d) Conducting.

9. What do we call the act of explaining the meaning or significance of legal documents or decisions?

a) Interpreting;
b) Presenting;
c) Preparing;
d) Filing.

10. What do we call the act of formally submitting legal documents to a court or other authority?

a) Filing;
b) Arguing;
c) Representing;
d) Conducting.



Collocations

Collocations are the word partnership or words that are commonly used together by native speakers.

Collocation bank 1

Law + adj	Law + verb
Civil law	Break the law
Criminal law	Enforce the law
Unjust law	Obey law
Strict law	Pass law

Collocation bank 2

to **issue** a claim

to **take** an exam

to **gain** some experience

to **qualify** as a lawyer

to **act for** a client

Collocations matter because:

- ✓ They are common and natural.
- ✓ They make legal English different from general English.
- ✓ You sound more professional when you use them.
- ✓ They carry specific and precise meanings of legal concepts.



The importance of the prepositions

Correct prepositions are important in legal English, and in any form of communication, because they clarify the relationships between different parts of a sentence, and ensure that the meaning of the sentence is clear and unambiguous.

In legal documents, incorrect prepositions can have serious consequences, as they can change the meaning of a sentence or clause, and lead to misinterpretation or misunderstanding. For example, in a contract, an incorrect preposition could result in a party not fulfilling their obligations, or in a dispute over the meaning of a particular clause.

Furthermore, legal language is often complex and technical, and the correct use of prepositions can help to convey important legal concepts and ideas accurately and precisely. In some cases, legal disputes may hinge on the interpretation of a particular preposition or prepositional phrase, making it even more important to use them correctly.

Therefore, it is crucial for legal professionals to have a strong command of prepositions and their usage in legal English to avoid confusion and to ensure clear and accurate communication.

Here are some common prepositional phrases used in legal English:

1. **According to**: Used to indicate the source of information or the basis for a legal argument.

Example: According to the terms of the contract, the defendant was obligated to pay the plaintiff within 30 days.

2. **In accordance with:** Used to indicate compliance with a legal requirement or obligation.

Example: The company acted in accordance with applicable regulations and industry standards.

3. **On behalf of**: Used to indicate representation or agency on behalf of another person or entity.

Example: The attorney was authorized to act on behalf of the plaintiff in negotiating the settlement.



4. **In the event of:** Used to indicate a possible scenario or contingency that triggers a legal obligation or action.

Example: In the event of the defendant's breach of the agreement, the plaintiff is entitled to seek damages.

5. **Subject to:** Used to indicate a condition or limitation that affects a legal instrument or legal action.

Example: The defendant's obligation to pay damages is subject to the court's determination of liability.

6. **With respect to:** Used to indicate a connection or relationship between two legal concepts or entities.

Example: The plaintiff's claim is without merit with respect to the applicable law and the evidence presented.

7. **In the absence of:** Used to indicate a situation where a legal requirement or condition is not met.

Example: In the absence of a valid contract, the parties are not bound by any terms or obligations.

8. **In the interest of:** Used to indicate a purpose or goal that is in the best interest of a person or entity.

Example: The court's decision was made in the interest of protecting the welfare of the child.

9. **By means of**: Used to indicate the method or manner by which a legal action is taken or accomplished.

Example: The defendant was served with the complaint by means of certified mail.

REMEMBER THIS



Fill in the blanks with the appropriate prepositional phrase

1. The company's decision was made_____the recommendations of the board of directors.
2. _____the absence of a quorum, the meeting could not proceed as scheduled.
3. _____the new policy, employees are entitled to additional vacation days.
4. The project was completed successfully _____ the skillful use of modern technology.
5. The manager signed the contract_____the company.
6. _____the event of a legal dispute, the matter will be settled in court.
7. _____ the interest of fairness, the judge ruled in favor of the plaintiff.
8. The report was compiled_____data collected over several months.
9. _____the company's bylaws, the CEO has the authority to make executive decisions.
10. The document should be filed with the court _____ the specified deadline.

Match the English term and the traslation

Term	Translation
У відсутності	In accordance with
В інтересах	In the absence of
Згідно з	According to
За допомогою	By means of
Від імені	On behalf of
Відповідно до	In the event of
Підлягає	In the interest of
Відповідно до	Subject to
У випадку	In accordance with



3. THE LANGUAGE OF CONTRACT LAW

3.1. Overview of Ukrainian Contract Law
3.2. Elements of Contracts in Ukraine
3.3. Types of Contracts
3.4. The Language of Contracts

Topic: Overview of Ukrainian Contract Law

Key vocabulary

- **contract**
- **party**
- **to enter into contract**
- **to be inconsistent with law**
- **to be bound**
- **due to**
- **reach a consensus on**
- **terms**
- **the subject matter**
- **enforceable**
- **capacity**
- **mutual assent**
- **to breach**
- **defective performance**
- **mediator**
- **arbitration**
- **damages**
- **liquidated damages**
- **expiration**
- **termination**
- **frustration**
- **repudiation**

Read and learn

Contract law is a branch of civil law that deals with the interpretation and enforcement of contracts. The Civil Code of Ukraine defines a **contract** as an agreement of two or more parties aimed at the creation, modification or termination of civil law rights and obligations (Article 626).

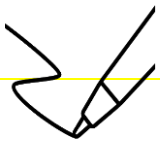
Ukrainian law declares **the principle of freedom of contract** (Article 627, Civil Code): the parties are free to enter into contracts as well as to determine their contents, – insofar as these are not inconsistent with law. The fact that a contract is a voluntary, consensual relationship is likely its most significant feature. Only when both parties, acting freely and intending to be bound, agree on the key elements of their relationship a contract emerges.

Contractual obligations differ from many other types of legal duties in that they require consent but arise by operation of law as a result of some action or occurrence due to the element of the agreement.

In Ukraine, **a contract is concluded** when the parties have reached a consensus on essential terms of an agreement. The Civil Code points out the following essential terms of a contract: the subject matter; required by law; necessary for certain types of contracts; and agreed upon at the request of at least one party (Article 638).

There is no fixed terminology to refer to a contract, an agreement or a contractual arrangement. Most English language contracts are titled as "agreement" (not "contract").

Topic: Overview of Ukrainian Contract Law



A contract is enforceable when it is intended and made by the parties of sufficient legal capacity, has lawful contents, purpose, and mutual assent, contains the essential terms and conditions, and is in the proper form. **Illegal contracts** are unenforceable. A contract induced by physical duress is void; a contract induced by improper threats is voidable. Voidable also are agreements induced by undue influence, by mistakes, or by defects in their formation.

Most commonly, a contract is written and signed by the parties. If the requirements for **the form** of the agreement are not set forth by law, a contract may be concluded in any form (Article 639(1), Civil Code).

A contract must be performed in accordance with its terms and applicable laws. The **main rules on performance** include standard, parties, place, time, order, and security. A party breaches a contract by failing to perform it completely, or by rendering late or defective performance. There are different **types of contract breaches**, including a minor or material breach and an actual or anticipatory breach. When there has been a breach of contract, the non-breaching party will often seek remedies available under the law.

The parties involved in a breach of a contract may resolve the issue among themselves (negotiations) or in a court of law (lawsuits) (Article 651, Civil Code). Also, the parties may agree to have a mediator review or arbitration of a contract dispute. **Damages** are intended to compensate the **injured party** for the loss that they have suffered as a result of a breach of a contract (Article 653, Civil Code). Ukrainian law does not indicate the possibility of **liquidated damages payment** clearly but may impose a fine (penalty) as a type of punishment if the contract is not performed according to its terms (Article 549, Civil Code). The parties are free to determine the penalty amount to be paid in case of a breach. However, this amount may be decreased by the court decision if it significantly exceeds the amount of losses (Article 551, Civil Code).

A **contract terminates** by the proper performance. Generally, there may be four ways for a contract to be brought to an end: **expiration** (completion of a contract according to its terms), **termination** (legally ending a contract before all parties have fulfilled their obligations (by mutual agreement, breach, default, or performance-based)), **frustration** (an unforeseen event makes performance of the contract impossible (Force Majeure), and **repudiation** (occurs when one party demonstrates that it is unwilling or unable to fulfill its obligations under the contract).

Find the following English equivalents in the text:

Договір; укладення договору; предмет договору; істотні умови договору; домовленість двох або більше сторін; спрямований на; форма договору; договірні зобов'язання; зміна або припинення цивільних прав та обов'язків; Цивільний кодекс України; вимоги до договору; встановлені законом; виконання договору; розірвання договору; неналежне виконання договору; порушення договору; несвоєчасне виконання договору; належно вчинений договір; договір, що може бути скасований; свобода договору.

Exercises



Choose a suitable heading for the paragraphs of the text "Overview of Ukrainian Contract Law"

Valid contracts

Contract forms

Contract performance

Contract terms

Freedom of contract

Contract definition

Specifics of contractual obligations

Ways to end a contract

A breach of contract

Answer the questions:

1. What is a contract?
2. Have you ever concluded a contract? What was it?
3. Why do businesses need to rely on contracts?
4. What are the main rules on the performance of a contract?
5. What form can an enforceable contract take?
6. What are the essential terms of a contract?
7. Define the principle of freedom of contract in your own words.
8. What contracts are invalid?
9. What makes a contract valid?
10. What type of information does a contract usually contain?



Collocation bank

Translate the following collocations into Ukrainian

to enter into / to conclude / to make a contract
to negotiate a contract
to draft / to draw up a contract
to ratify a contract
to carry out / to execute / to perform a contract
to sign a contract
to enforce a contract
to amend / to modify / to supplement a contract
to renew a contract
to breach / to break / to violate a contract
to cancel / to repudiate / to abrogate a contract
to end / to terminate / to rescind a contract

Complete the sentences with the verbs from the collocation bank.

1. Our lawyers have the necessary knowledge and experience that will let them **d**_____ a contract without violating any Ukrainian laws and simultaneously meeting all the requirements that you have.
2. Property rights are **e**_____by contract and by law.
3. It's not logical to **r**_____a contract for the same amount of money that Josh already makes.
4. Remember to **a** _____ the contract later on if you or your contractor makes any changes to the project.
5. We do not **s** _____ a contract unless we are sure that we can manufacture the products in time.
6. They need passport data to **e** _____ a contract for the provision of their communication services.
7. You may also **n** _____ a contract that protects you against unacceptable risks (for example if you cannot accurately predict your costs).
8. After one party **v**_____ a contract, the other party shall take proper measures to prevent from the enlargement of losses.
9. Cancellation of an order is a one-sided refusal to **p**_____a contract of retail sale.
10. Annulment is another way to **t**_____a contract.

Exercises

Translate the sentences into English.

1. Договором є домовленість двох або більше сторін, спрямована на встановлення, зміну або припинення цивільних прав та обов'язків.
2. Принцип свободи є основоположним у виборі сторони та визначенні умов договору (з урахуванням вимог Цивільного кодексу України).
3. Договір є укладеним, якщо сторони досягли згоди з усіх істотних умов договору.
4. Договір може бути укладений у будь-якій формі, якщо вимоги щодо форми договору не встановлені законом.
5. У випадку порушення договору сторони можуть вирішити питання відшкодування збитків між собою шляхом переговорів або в суді.

What's the meaning of this quote?

"Only free men can negotiate. A prisoner cannot enter into contracts."

Nelson Mandela

Read the definitions of a contract. Analyze how these definitions can be used to determine the circumstances in which a contract can be made.

A contract is an agreement that creates an obligation to perform (or not perform) a particular duty.

A contract is a formal agreement with specific terms between two or more persons or entities in which there is an offer to do something in return for a valuable benefit known as consideration.

A contract is a legally enforceable promise.

Quiz

1. In Ukraine, a contract is concluded when:

a) parties have read this agreement;
b) the parties have reached a consensus on essential terms of an agreement;
c) the parties have shaken hands;
d) the parties have proposed their terms.

2. An agreement of two or more parties aimed at the creation, modification or termination of civil law rights and obligations:

a) a contract;
b) a party;
c) consideration;
d) a tort.

3. Which of the following occurs when one party intentionally or unintentionally does not fulfill their contractual obligations?

a) counter-offer;
b) acceptance;
c) breach of the contract;
d) consideration.

4. The parties are free to enter into contracts as well as to determine their contents:

a) the principle of freedom of contract;
b) the duty of care;
c) the principle of diversity;
d) the principle of legality.

5. A contract entered into as result of fraud or misrepresentation is:

a) voidable;
b) unenforceable;
c) void;
d) valid.

6. What is required to form a legally binding contract?

a) offer, acceptance, collateral, sufficiency;
b) offer, acceptance, consideration, intent, capacity;
c) duty, breach, causation, damages;
d) invitation to treat, offer, counter offer, acceptance.

7. Which of the following is a remedy to a breached contract?

a) money damages;
b) restitution;
c) specific performance;
d) all of the above.

8. A contract that is essentially valid but is without legal remedy is said to be:

a) void;
b) null;
c) unenforceable;
d) voidable.

9. A breach of contract is:

a) a termination of the contract by the mutual consent of the parties;
b) financial damage suffered by a party;
c) a lawsuit to force a party to discharge the contract;
d) the failure of a party to perform according to the terms of the contract.

10. Two parties enter into a contract. The agreement fulfills all the requirements for a valid contract, with no disqualifying circumstances.

Given this situation, it is still possible that the contract may be:

a) void;
b) illegal;
c) unenforceable;
d) voidable.



Topic: Elements of Contracts in Ukraine

Key vocabulary

- **consideration**
- **an intent**
- **an offer**
- **an acceptance**
- **a counter-offer**
- **lapse of time**
- **to lapse**
- **to expire**
- **to stipulate**
- **forbearance**
- **rejection**
- **insanity**
- **revocation**
- **withdrawal**
- **sound mind**
- **a binding contract**
- **legal consequences**
- **to bargain**

Read and learn

Contracts are an integral part of everyday life. The list of elements required to make a contract will vary depending on the country.

In Ukraine, to be valid, contracts must contain the following essential elements: **mutual assent** (expressed by a valid offer and acceptance); **consideration** (something of value being exchanged between the parties); **intent** of both parties to carry out their promise; **capacity of the parties** (in terms of age and mental ability); **proper form** of an agreement; **legally enforceable** terms.

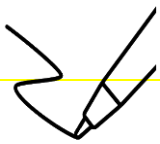
An offer refers to a promise that is dependent on a certain act, promise, or forbearance given in exchange for the initial promise. It is a demonstration of one party's willingness to enter into an agreement and an invitation to the other party to conclude the agreement by expressing assent (Article 641, Civil Code).

Unless an offer contains a time limit, it may be withdrawn at any time before acceptance (Article 641(3), Civil Code). Acceptance can also be affected by an offeree's performing the acts stipulated in the offer (Article 642(2), Civil Code).

The contract is considered concluded from the moment when the party who has sent the offer has received the response on the acceptance of such an offer (Article 640, Civil Code). The law regards a counter-offer as a rejection of the offer. Therefore, a counter-offer does not serve to form a contract unless, of course, the counter-offer is accepted by the original offeror (Article 646, Civil Code).

The person who makes an offer / promise is called the offeror / promisor. The person who receives the offer / promise is called the offeree / promisee.

Topic: Elements of Contracts in Ukraine



For a promise to become an enforceable contract, the parties must also agree on the essential terms of a contract, such as price (Article 632, Civil Code) and subject matter (Article 638(1), Civil Code).

An important aspect of the offer is its duration. An offer can expire in any one of several ways: rejection, counter-offer, acceptance with counter-offer, lapse of time, death or insanity of the offeror or destruction of an essential term, illegality, and revocation.

Normally, an offer can be revoked (withdrawn) at any time before it has been accepted. Once the withdrawal of the offer has been communicated to the offeree, the offer is no longer valid. Revoking an offer is not always straightforward and may have legal consequences.

Sometimes, a contract requires no **consideration** or other formality to be binding (Article 626(5), Civil Code). However, consideration is an essential element of particular contracts (e.g., sales agreements). Consideration can be in the form of money, performance, forbearance, property, promise, services, or something else bargained by an offeror in exchange for the offer. It can be as simple as a promise to do or not to do something. Consideration can be as big or small as the parties mutually agree to exchange between themselves.

An intent to create legal relations indicates that the parties are ready to accept the legal consequences of the agreement. A contract **must not be for an illegal purpose** or against public policy.

A contract is a "meeting of minds"; thus, persons must be at least a certain age and of sound mind to enter into an agreement. A contract that was executed by a person without legal **capacity** may be void or voidable.

A contract may be concluded in any **form** if the requirements for the form of the agreement are not set forth by law (Article 639(1), Civil Code). Certain contracts are required to be written, signed by the parties to be bound (e.g., rental agreements (Article 732(1), Civil Code).



Once an offer is accepted by the other party, a legally binding contract is typically formed, and revoking the offer may be seen as a breach of contract. In such cases, the offering party may be required to compensate the accepting party for any losses or damages incurred due to the revocation.

Exercises



Collocation bank

to make an offer to accept an offer to amend an offer
to reject / to refuse / to decline an offer to revoke an offer
to withdraw an offer

Complete the following sentences with the words from the collocation bank. Translate the sentences into Ukrainian.

1. My offer to you was m_____months ago and you can no longer a_____this offer due to lapse of time.
2. Making a counter-offer you r_____the original offer and present a new one with modified terms.
3. Once you have decided to d _____ the offer, do not delay writing to the employer.
4. The Contractor reserves the right to a _____ the terms of the offer and this Agreement at any time at his discretion.
5. After the offer reaches the offeree, the offeror may no longer w_____ the offer but may be entitled to r_____the offer in accordance with article 17.

Complete the sentences with the words from the box.

Consideration damages
offer acceptance terms and conditions intent parties

1. The amount you pay as premium is considered as the _____ part of the contract.
2. Some investors even go to court to recover liquidated _____ under the contract.
3. The agreement is a license agreement concluded between _____ by means of the_____.
4. According to the _____ of the contract, the client will receive a wide range of medical assistance.
5. Suspects have organized conclusion of a state contract without _____to execute it.

Exercises



Analyze the equation proposed by law students. Is it correct?

OFFER + ACCEPTANCE + CONSIDERATION = CONTRACT

Match the words and collocations with their meanings.

Words and collocations	Meanings
1. An offer	a) a situation where the offeree rejects the offer through their actions or conduct, rather than explicitly expressing it. It occurs when the offeree's response or behavior indicates a clear intention not to accept the terms of the offer
2. To accept an offer	b) a response made by the offeree that introduces new or different terms as a proposed modification to the original offer. It essentially rejects the original offer and presents the new offer with modified terms or conditions
3. To revoke an offer	c) the termination of an offer as a result of the passage of time, death, or the nonfulfillment of a condition
4. Revocation	d) the expiration or passing of a specific period mentioned in a contract
5. Rejection	e) is a statement or action that indicates a willingness to agree
6. Express rejection	f) an offer is withdrawn by the offeror
7. Implied rejection	g) occurs when one party decides not to accept the offer that was made
8. A counter-offer	h) the explicit refusal or denial of an offer made by one party to another. It is a clear and unambiguous statement that communicates the rejecting party's refusal to accept the terms or conditions of the offer
9. Lapse of an offer	i) to agree to the terms of an offer by the other party
10. Lapse of time	j) to cancel or withdraw an offer that has been made to another party

Exercises



Sometimes a contract cannot be made because the offer is no longer open to acceptance or there is no mutual assent. Read the situations described below. There is one word with mixed-up letters. Put the letters in the correct order to spell the words. Then name the offeror and the offeree in the situations.

a) Vasyl Petrenko decides to sell his notebook. He offers it for sale at a price of $300. Tetyana Zavarko decides to buy it. However, before Tetyana can accept the offer, Vasyl changes his mind and decides not to sell his notebook. The offer is R_____ (EKDOVRE). It means the withdrawal of the offer.
The offeror is _____
The offeree is _____

b) Yulia Kovtun decides to sell her car to Volodymyr Zovkin. Volodymyr says "No, thank you". The offer was R_____ (JECTEEDR). It means the refusal to accept the offer.
The offeror is _____
The offeree is _____

c) Petro Zinchenko has a new job. When he starts working for the company, ST Electronics Ltd, it offers him to buy shares at the special (cheap) price. A year after he starts the job, he decides to accept the offer to buy the shares. His employer tells him he cannot accept the offer. This is because the offer has L_(DSEPAL). It means too much time passed.
The offeror is _____
The offeree is _____

Exercises



Complete the following sentences with the prepositions from the bank. Translate the sentences into Ukrainian.

Preposition bank

*To enter **into** a contract.*
*The parties **to** an agreement / a contract.*
*To be drafted **by** a lawyer.*
*To put an offer forward **for** consideration.*
*To be the subject **of** a contract.*
*To be a person who is **under** a contract of employment / service.*
*An agreement **between** two parties.*
*To come **into** force.*
*Subject **to** terms and conditions.*
*To suggest an amendment **to** an agreement / a contract.*

1. As well as offer, acceptance and consideration, the parties_____a contract need to have an intention to create a legal relationship.
2. Anyone with an offer can put it forward_____consideration.
3. There was a clear agreement_____us that you provide half of finance for this project.
4. When two parties enter _____ a contract, there is an initial offer made by one party and an acceptance of that offer by the other party.
5. We are currently discussing mutually acceptable conditions for the contract to come _____force.
6. If necessary, we can suggest amendments_____these contracts.
7. We proposed a system of contracts and subcontracts drafted_____our lawyers and implemented by the client.
8. This product is subject _____ terms and conditions of the license agreement provided with the software.
9. The Code of Employment stipulates that some aspects have to be notified in writing to the employee and not necessarily be the subject_____a contract.
10. This part of pension is granted to persons who worked_____employment contracts on the basis of membership or service.



Quiz

1. **The person making the offer is called the:**

a) injured party;
b) offeror;
c) offeree;
d) sender.

2. **Consideration is...**

a) a set of mutual promises in which each party agrees to give up something to the benefit of the other;
b) the amount of time one has to accept an offer;
c) some minutes following an offer that must elapse before an acceptance can take place;
d) the element of a contract that says the value of what each party is refusing must be equal.

3. **When can an offer be revoked by the offeror?**

a) after an acceptance is made;
b) before an acceptance is made;
c) after consideration moves between the parties;
d) before consideration moves between the parties.

4. **The person receiving the offer is referred to as the:**

a) offeror;
b) offeree;
c) receiver;
d) acceptor.

5. **Which of the following is not one of the ways to terminate an offer?**

a) revocation;
b) rejection;
c) counter-offer;
d) all are ways to terminate an offer.

6. **Which of the following is not a key element of a contract?**

a) mutual assent;
b) cash exchange;
c) offer and acceptance;
d) consideration;
e) invitation to treat, offer, counter offer, acceptance.

Quiz

7. Any modification of the offer is named as_____and it is a rejection of the original offer:

a) acceptance;
b) invitation to treat;
c) counter-offer;
d) counter acceptance.

8. The taking back of an offer by the offeror is called:

a) revocation;
b) rejection;
c) cancellation;
d) consideration.

9. Which of these is not a key element of a contract?

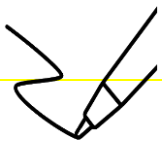
a) acceptance;
b) consideration;
c) offer;
d) performance.

10. A person's ability to satisfy the legal requirements to enter binding contracts:

a) consideration;
b) mutual assent;
c) capacity;
d) offer and acceptance.



Topic: Types of Contracts



Key vocabulary

- **transaction**
- **unilateral**
- **bilateral**
- **multilateral**
- **a public contract**
- **contract of adhesion**
- **preliminary contract**
- **contract for the benefit of a third party**
- **explicitness**
- **an express contract**
- **an implied contract**
- **a quasi-contract**
- **mutuality**
- **a bilateral contract**

- **a unilateral contract**
- **a void contract**
- **a voidable contract**
- **an unenforceable contract**
- **an executory contract**
- **a partially executed contract**
- **an executed contract**

Read and learn

The Civil Code of Ukraine explicitly divides all **transactions into unilateral, bilateral and multilateral** (Article 202). Such a division is based on the right of demand of one party and the counter obligation of the other party to perform any actions or refrain from them. A contract is remunerative unless otherwise established by the text or the law (Article 626(5), Civil Code).

Ukrainian law classified contracts based on various criteria, including:

Public contracts: In such agreements supplier of goods or services is required by law to enter into contracts with all parties interested in the transaction (Article 633, Civil Code).

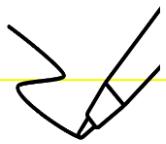
Contracts of adhesion are drafted by one party and submitted for signing to another party without negotiation (Article 634, Civil Code).

Preliminary contracts obligate both parties to sign the final contract (Article 635, Civil Code).

Contracts for the benefit of a third party are created to indicate that the performance of the contract will result in a benefit to a person that did not sign the agreement (a third-party might or might not be named in the document) (Article 636, Civil Code).

The part of the Civil Code is devoted to the specific types of contracts (e.g., sales and purchase (Articles 655 to 711), delivery (Article 712), barter (Articles 715 to 716), deed of gift (Articles 717 to 728), donation (Articles 728 to 730), loan (Articles 827 to 836), service (Articles 901 to 907), etc.).

Topic: Types of Contracts



The law recognizes contracts that are made in a number of different ways. Contracts can be verbal (oral), written, bilateral, unilateral, express, implied, quasi, formal, informal, valid, void, voidable, enforceable, unenforceable, executory, executed, etc. Contracts may be described based on the degree of their explicitness, mutuality, enforceability, and completion.

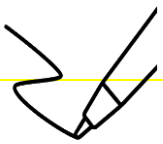
Explicitness is concerned with the degree to which the agreement is manifest to those not party to it. An enforceable agreement may be in written or oral words (**an express contract**) or by conduct or some combination of conduct and words (**an implied contract**). **A quasi-contract** (a contract implied in law) is an obligation to be ‘‘imposed by law” in order to avoid unjust enrichment of one person at the expense of another. Contracts effected through e-commerce are called **electronic contracts (e-contracts)** since they are often signed without parties having to meet each other. They are commercial agreements conducted electronically. Typically, e-contracts do not allow for negotiation, and they are viewed as “take it or leave it” transactions.

Mutuality takes into account whether offers are exchanged by two parties or only one. A contract where each party makes a promise to the other is called **a bilateral contract.** But mutual promises are not necessary to constitute a contract. **Unilateral contracts**, in which only one party makes a promise, are equally valid but depend upon performance of the promise to be binding.

The comparison of unilateral and bilateral contracts

Factors	Unilateral contract	Bilateral contract
Nature of promise	The offeror fulfills the promise when the offeree completes the action.	All the parties involved in the contract have to fulfill the promise.
Offer	It invites every person to fulfill the contractual obligation and get the reward.	It stays only in between the parties involved in the contract.
Validity of the offer	The validity of the offer is set by the offeror solely, which they must specify with the offer.	The validity of the offer and requirements are set by the mutual agreement of both parties, often after some negotiation. Both know when they have to deliver the promise or make payments.

Topic: Types of Contracts



There are numerous characteristics that set unilateral contracts apart from bilateral ones. But they have similarities: both kinds of agreements bind the parties in a legal sense and involve two essential elements (promise and consideration).

Bilateral agreements are commonly used in business, but unilateral contracts are used more in day-to-day dealings. Bilateral contracts protect the interests of both parties from a business perspective. Additionally, because all of the provisions are mutually agreed upon, it fosters trust and confidence between the two parties.

Formal contract requires a special form or method of creation in order to be enforceable. **Informal contract** does not require a specified form or method of formation in order to be valid.

Enforceability is the degree to which a given contract is binding. An agreement that is lacking one of the legal elements of a contract is said to be **void**. By contrast, **a voidable contract** is one that is unenforceable by one party but enforceable by the other. A voidable contract remains a valid contract until it is voided.

An unenforceable contract is an agreement for which the non-breaching party has not remedy for its breach.

Completion considers whether the contract is yet to be performed or the obligations have been fully discharged by one or both parties. An agreement consisting of a set of promises is called **an executory contract** before either promise is carried out. Most executory contracts are enforceable. If one promise or set of terms has been fulfilled the contract is called **partially executed**. A contract that has been carried out fully by both parties is called **an executed contract**.



***Void**: Not an actual contract and is legally unenforceable.*
***Valid**: Legally binding and enforceable in a court of law.*
***Voidable**: Valid and enforceable but contains a flaw that may make it void.*

Exercises

Match the sentences to make up dialogues. Explain the words in italics

1. It's got to be a ***unilateral contract***.

a) It seems as though you have no ***intent*** in getting rid of it so there's no point in even trying to agree a price.

2. Have you seen this? We've just had ***an offer*** for our house in London. What should we do?

b) Yes, I know, but I never really liked it and ***consideration*** only has to be sufficient, it doesn't have to be adequate.

3. I'm glad we were able to reach a ***bilateral agreement*****!**

c) Although we never signed anything you offered a reward to anyone if they found your camera – and I've got it here!

4. You sold that painting for only $500. It's worth at least twice that!

d) I think we should accept. We have an agreement and all we need to do is ask our lawyer to draw up the contract as quickly as possible.

5. I only said I might be interested in selling my car.

e) Yes, if you agree to buy my products at the price we've agreed, I can start delivery next week.

Exercises



Match these types of contracts with their definitions

Types of contracts	Definitions
1. Bilateral contract	a) A contract imposed on a party when there was none, to avoid unjust enrichment.
2. Unilateral contract	b) A contract in which the terms of the agreement are fully and explicitly stated orally or in writing.
3. Express contract	c) A contract not expressed but inferred from the parties' actions.
4. Implied contract	d) A contract arises when a promise is given in exchange for a promise in return
5. Quasi-contract	e) A contract arises when an offer can be accepted only by the offeree's performance.
6. Formal contract	f) A contract that does not require a specified form or method of formation in order to be valid.
7. Informal contract	g) A contract that requires a special form or method of formation in order to be enforceable
8. Void contract	h) A contract that can be annulled at the option of one of the parties (e.g., a contract entered into under duress)
9. Voidable contract	i) A contract having no legal force (e.g., a contract entered into for an illegal purpose).
10. Unenforceable contract	j) A contract with all main elements.
11. Valid contract	k) A contract for which the non-breaching party has not remedy for its breach.
12. Executory contract	l) A contract that has been completely performed by both (or all) parties.
13. Partially executed contract	m) A contract that has yet to be completed.
14. Executed contract	n) A contract in which one party has performed, or partly performed, and the other has not.

Exercises



Complete the text with words from the box

offeree bilateral contract unilateral binding offeror an offer(x2) specific terms willingness

A _____ can be unilateral or bilateral. If it is a _____ contract, the parties have duties to each other; however, in a _____ contract one party promises to do something in return for an act of the other. Some advertisements are considered by the courts to be_____contracts as it has been held that _____ can be made to the whole world. If_____is made by an_____to the other party, the_____, and is accepted by them, then there is an agreement. To be binding it must be on_____, and one party must show _____ to contract.

Vocabulary: distinguishing meaning. Which word in each group is the odd one out? You may need to consult a dictionary to distinguish the differences in meaning.

1. Agreement contract franchise covenant
2. Consent authorisation injunction permission
3. Withdraw breach cancel rescind
4. Deleted taken out unwarranted removed
5. Contention proposition proposal suggestion
6. Valid efficacious enforceable in effect
7. Executory formal partially executed executed

Vocabulary: antonyms.

Write the opposite of each of the adjectives used to describe a contract.

binding	
enforceable	
implied	
valid	
formal	



Quiz

1. The following are all common types of unilateral contracts, except:

a) contests;
b) purchase agreements;
c) reward offers;
d) commissions.

2. A contract that has been fully performed (both parties have completed their obligations) is called:

a) executed contract;
b) void contract;
c) voidable contract;
d) executory contract.

3. What type of contract has no legal effect?

a) bilateral contract;
b) unilateral contract;
c) void contract;
d) voidable contract.

4. Offering a reward to anyone who can return your lost pet is an example of a:

a) bilateral contract;
b) unilateral contract;
c) void contract;
d) voidable contract.

5. A contract that is understood from the act or the conduct of the parties:

a) implied contract;
b) express contract;
c) void contract;
d) voidable contract.

6. A contract that contains a promise by both parties is:

a) expressed;
b) implied;
c) bilateral;
d) unilateral.

7. From the moment a purchase agreement is signed, until closing on the property occurs, the contract is:

a) executory;
b) void contract;
c) executed;
d) unilateral.

8. A written contract that has legal documentation and the seal (stamp) of the company:

a) void contract;
b) voidable contract;
c) formal contract;
d) informal contract.

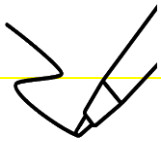
9. A contract that can be annulled at the option of one of the parties (e.g., a contract entered into under duress):

a) void contract;
b) voidable contract;
c) formal contract;
d) informal contract.

10. A contract imposed on a party when there was none, to avoid unjust enrichment:

a) quasi-contract;
b) express contract;
c) void contract;
d) voidable contract.

Topic: The Language of Contracts



Key vocabulary

- **contract template**
- **clause**
- **archaic**
- **operative language (words)**
- **legalese**
- **plain English**
- **a commercial contract**
- **signing date**
- **effective date**
- **preamble**
- **recitals**
- **provisions**
- **background clauses**
- **covenants**
- **warranties**
- **limitations of liability**
- **the termination**
- **miscellaneous (boilerplates) provisions**
- **schedules / annexes / exhibits / annexures / appendixes / attachments**

Read and learn

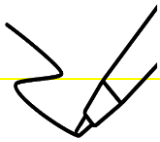
Typically, lawyers are involved in the contract formation process, which includes advising, drafting, and negotiating. Using contract templates or forms is a common practice when drafting. However, a lawyer must provide guidance on the inclusion or exclusion of clauses and their precise wording. Understanding common clause types and the language that appears in them is necessary for this.

In the majority of the countries, lawyers draft contracts in a more sophisticated language than they use on a daily basis. The following is a list of characteristics that distinguish English of contracts from normal English:

1. **Structure of sentences**: using very long sentences (e.g., 100 words or more) often with no punctuation; unusual sentence structure (e.g., verbs, nouns, and adjectives are put in a different order) containing too many words (e.g., using 20 words to write something that they could be written with five words).
2. **Vocabulary:** using archaic (old-fashioned), very formal words (e.g., that no one really uses in general English), technical words (e.g., that are part of the language of the law or part of a particular area of business), and long lists of synonyms (e.g., to avoid misinterpretation).
3. **Grammar**: overuse of the passive voice.

Operative language (words) is a term used to describe language that has an impact on legal relations. A contract's primary purpose is to create legal obligations. Specific words and phrases in a contract will explicitly state what each party is required to do, what the other party is entitled to receive, and what other options both parties may exercise.

Topic: The Language of Contracts



Some claim that the language used by lawyers in contracts is not English at all, but rather a language reserved only for lawyers known as "legalese". In the USA and England, there is a trend away from legalese. Writing in a more contemporary, understandable style known as "plain English" is now encouraged for lawyers. This is good news for international lawyers.

If a contract may be agreed orally or if no specific statutory formalities are required for the validity of a contract, there are no firm requirements applicable either. However, a commercial contract follows a typical structure, which is explained in this section.

The first part of a contract usually contains contract title (reflects the nature or central purpose of the agreement), signing date or effective date, and the contracting parties.

Most contracts contain a group of paragraphs addressing a few key elements of the agreement, the related transaction, or the parties' businesses, and they help the reader understand the background. These paragraphs are usually found after the title and identification of parties but before the body text. The preamble, recitals, and provisions are other names for these **background clauses**.

After that, the actual contract is set out in a series of articles. This is usually called **the body of the agreement**. A typical structure is as follows: 1) definitions and provisions related to interpretation of the contract; 2) conditions to the agreement; 3) the scope and main contractual obligations; 4) the characteristic obligation of the agreement (e.g., delivery and acceptance); 5) price, purchase price adjustments and payment, aspects of compliance, reporting and product quality; 6) covenants; 7) warranties, indemnities and limitations of liability; and 8) the term and termination of the agreement, the confidentiality of certain information, notices and miscellaneous (boilerplates) provisions including the choice of law and dispute settlement.

Finally, there is **the signatures section** and the following **schedules**, **annexes, exhibits, annexures, appendixes, or attachments.**



The best sequence of articles and contract clauses is as follows:

General provisions (e.g., defining scope, desired results and principles) should precede specific provisions (e.g., limiting provisions, procedures, and exceptions).

Important provisions should precede less important provisions.

Clauses identifying causes of action or triggering events should precede the consequences.

Substance should be distinguished from form.

Content should be distinguished from procedure.

Chronological order should be used (if applicable).

Provisions with a certain permanency should precede temporary or ad hoc provisions.

Miscellaneous provisions (boilerplates) should be placed at the end. (Cross-border contracting: How to draft and negotiate international commercial contracts. ITC, Geneva (2020).

Exercises



Read the comics carefully. Is the lawyer's task to simplify the language of contracts where it is possible or vice versa, make it even more complicated?

Answer the following questions using the information from the text

1. Is the English of contracts easier or more difficult than general English?
2. How long can a typical sentence sometimes be in a contract written in English?
3. Do lawyers use words in the same order as in general English when they draft contracts?
4. Why do lawyers use long lists of synonyms when they draft contracts?
5. What is an operative language?
6. What is the name that people give to the style of writing that lawyers use?
7. What is the name of the style of writing that modern lawyers are encouraged to use?

Exercises

Match the terms with their definitions.

1. Legalese	a) a clear, simple language that is easy to understand because it does not use difficult or technical words
2. Operative language(words)	b) a language used by lawyers and in legal documents that is difficult for ordinary people to understand
3. Plain English	c) the words that create contractual rights and obligations and are the basis for contractual liability or authority, set out policies for regulating the contractual relationship

Match the words or expressions taken from a contract with words or expressions that have a similar meaning in plain English.

Contract words or expressions	**Plain English**
for the reason that	begin
due to the fact that	think
in the event that	consider
for the purpose of	because
despite the fact that	because
per annum	if
subsequent to	to
commence	although
deem	a year
take into consideration	after

Exercises

Compare Version 1 of the Contract of Sale with Version 2, which uses more contemporary language. Analyze the changes between the versions.

Version 1	Version 2
CONTRACT OF SALE This agreement is made this 1st day of May 2023 by and between Continental Equipment (registered number 6489732), with its principal place of business at 21, Straight Street, San Francisco, California, U.S. (hereinafter "PURCHASER") and TST Systems, with its principal place of business at 29, 1-st Street, Kyiv, Ukraine (hereinafter "SELLER") and its permitted subcontractors and assignees. Whereas: – PURCHASER, a manufacturer of electrical goods, wishes to purchase the goods (hereinafter "GOODS") specified in Annex 1 hereto and subject to the terms and conditions of this agreement; – SELLER, a manufacturer of high-performance LCD screens, wishes to manufacture and supply the aforementioned GOODS	CONTRACT OF SALE This agreement is made this 1st day of May 2023 by and between Continental Equipment (registered number 6489732), with its principal place of business at 21, Straight Street, San Francisco, California, U.S. (the "PURCHASER") and TST Systems, with its principal place of business at 29, 1-st Street, Kyiv, Ukraine (the "SELLER") and its permitted sub-contractors and assignees. Recitals: – The PURCHASER, a manufacturer of electrical goods, wishes to purchase the goods specified in Annex 1 to this agreement (the "GOODS") subject to the terms and conditions of this agreement; – The SELLER, a manufacturer of high-performance LCD screens, wishes to manufacture and supply the GOODS



Exercises

Look at the definitions of some archaic terms used in contracts. Complete the sentences with one of the archaic terms from the box. You will need to use each word only once.

Archaic terms 1
Hereby *– by means of this document / with these words / with this action.*
Herein *– in this document.*
Herewith *– with this document.*
Hereinafter *– starting from this time / later in this document.*
Heretofore *– earlier in this document / previously / before the time of writing.*
Hereunder *– in a later part of this document/under the terms of this agreement.*

1. _____ , the regulated activities will be specified in the relevant sections of a particular jurisdiction. (later in this document).
2. Both Contracting Parties agree that all contracts_____entered into between the two parties meet mutual interests. (previously).
3. I _____ revoke the contract which I have concluded regarding the purchase of the following goods. (by means of this document).
4. Nothing in this contract shall be deemed to confer any right on the Contractor other than those rights expressly granted_____(in this document).
5. The binding condition shall be a written notification of the contracting party _____ no later than in three days after occurrence of such circumstances that the Party cannot fulfill its contract liabilities. (under the terms of this contract).
6. The Buyer _____ agrees that his / her personal data stated in the purchase contract and disclosed during registration shall be saved and processed according to the provisions of the Data Privacy Act. (with this document).

There are two important formal expressions that lawyers often use in contracts. These are:
Notwithstanding *means despite or in spite of something.*
e.g., Notwithstanding the above, in cases where it is justified by the specific circumstances of the contract, the successful applicant may be required to establish certain business infrastructure at the place of performance.
Inasmuch *as means that what you are saying in the rest of your sentence is true only in a limited way or to a certain extent.*
e.g., It is believed that inasmuch as the state arises on the basis of the social contract, the citizens have a right to dissolve this contract in the event of abuses by the regime.

Exercises

Look at the definitions of some archaic terms used in contracts. Complete the sentences with one of the archaic terms from the box. You will need to use each word only once.

Archaic terms 2
Thereby *– as a result of this or that action.*
Therein *– in or into a particular place or thing / in that / in there.*
Thereon *– on it / on there / on what I have just mentioned.*
Thereinafter *– later in that place or thing / later in what I have just mentioned.*
Thereto *– to it, to the thing that I have just mentioned.*

1. Always carefully read the terms of any contracts,_____you can protect yourself from the occurrence of unpleasant situations. *(as a result of that action).*
2. The supply contract template and annexes_____are available in the file attached. *(to the contract I have just mentioned).*
3. The voidance of a contract shall not mean ipso facto invalidity of the arbitration agreement contained_____. *(in the contract that I have just mentioned).*
4. The Agent, receiving the deposit, shall_____make a deposit to his Account (hereinafter referred to as the "Agent Account"). *(later in what I have just mentioned).*
5. In conclusion, specify the date of termination of the contract and termination of the commitments adopted_____by the parties. *(on that particular thing).*

Complete the contract clause below using the prepositions in the box. What type of clause is it?

between by (x2) for hereby herein in

This agreement constitutes the entire agreement ***1)***_____the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed ***2)***_____both parties. Such waiver, consent, modification or change, if made, shall be effective only ***3)***_____the specific instance and ***4)***_____the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified ***5)***_____regarding this agreement. The Contractor, by the signature below of its authorized representative, ***6)***_____, acknowledges that the Contractor has read this agreement, understands it and agrees to be bound ***7)***_____its terms and conditions.

Exercises



Word formation. Complete this table by filling in the correct abstract noun form. Underline the stressed syllable in each word with more than one syllable.

Verb	Noun
draft	draft
encrypt	encryption
include	
renew	
omit	
terminate	
transact	
propose	
adopt	
negotiate	

Collocations. Complete the table below using these verbs.

amend cancel enter into supplement terminate execute modify rescind sign

To form or make a contract valid	To make a contract partly or wholly invalid	To change or add to a contract

Exercises

Translate the sentences into English.

1. У сучасному світі широко розповсюджені різні типові договори.
2. Складання будь-якого договору – досить клопітка робота, яка вимагає витрат зусиль і часу.
3. Ділові люди здавна прагнули стандартизувати договори, зробити їх типовими.
4. Типовий договір – це розроблений відповідно до встановлених правил документ, який містить ряд уніфікованих типових умов.
5. Типові договори можуть використовуватися в різних сферах людської діяльності.
6. Частину типового договору складають статті, умови яких вимагають узгодження.
7. Це статті, які містять, наприклад, умови про предмет договору, ціну товару, його якість, термін поставок, умови платежу та ін.
8. Після узгодження сторонами в договір вносяться індивідуальні умови угоди, і він готовий до підписання.



Exercises



Match these types of contract clauses with their definitions.

Types of contract clauses	Definitions
Acceleration	a clause designed to protect against failures to perform contractual obligations caused by unavoidable events beyond the party's control (e.g., natural disasters or wars)
Amendment	a clause governs circumstances in which one party agrees to protect another party from liability.
Assignment	a clause refers to an amount predetermined by the parties as the total amount of compensation a non-breaching party should receive if the other party breaches a part of the contract.
Best Endeavors	a clause governs the way in which the parties are to communicate with each other concerning important issues provided for under the contract.
Confidentiality	a clause governs the point at which ownership of and risk in the goods passes from Buyer to Seller.
Consideration	a clause provides that, if one or more provisions of the agreement are declared unenforceable, the balance of the agreement remains in force.
Definition	a clause governs the making of changes in the performance of the contract.
Exemption	a clause specifies that the terms of the contract are those actually contained in the contract.
Force Majeure	a clause requires speeding up the date of payment in full under specified circumstances (as default by the debtor).
Indemnity	a clause governs the making of changes to the contract.
Liquidated Damages	a clause governs transfer of the contract to another party.
Notices	a clause specifies that strong efforts should be made to achieve a certain outcome but there is no absolute obligation to achieve it.
Retention of Title	a clause concerns treating information as private and not for distribution beyond specifically identified individuals or organizations.
Severability	a clause specifies the cause, motive, or price that induces one party to enter into an agreement
Waiver	a clause specifies how a certain term is to be interpreted in the contract.
Whole Agreement	a clause governs circumstances in which contractual liability does not apply.

Exercises



Identify the type of clause exemplified by each of these clauses.

1. ***Limitation of Liability.***
2. ***Miscellaneous.***
3. ***Termination.***
4. ***Assignment.***
5. ***Force Majeure.***

A Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

B The Sub-Adviser shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Portfolio, the Trust or its shareholders or by UBS Global AM in connection with the matters to which this Agreement relates, except a loss resulting from willful misfeasance, bad faith or gross negligence on its part in the performance of its duties or from reckless disregard by it of its obligations and duties under this Agreement.

C This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns, however, neither party shall have the right to assign or otherwise transferits rights or obligations under this Agreement without the prior written consent of the other party. This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof and shall continue in full force and effect until terminated by mutual agreement of the parties hereto.

D In the event Operator defaults in the performance of the agreement made hereunder, as to payments of amounts due hereunder or otherwise, and such defaults are not remedied to the Supplier's satisfaction within ten (10) days after notice of such defaults, the Supplier may thereupon terminate this agreement and all rights hereunder of the Operator but such termination shall not affect the obligations of the Operator to take action or abstain from taking action after termination hereof, in accordance with this agreement.

E Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Exercises



Pair work. Using the contract template draft an agreement between you and your partner.

AGREEMENT

This agreement acknowledges that _____ and _____ agree to the following conditions, to be considered in effect after _____.

_____agrees to the following: _____

In return,_____agrees to_____.

The provisions of this agreement are as follows:

1._____

2._____

3._____

This agreement is amenable to both parties and can only be altered with the consent and signature of both parties.

_____ _____

•(Signature) (Date)

_____ _____

(Signature) (Date)

Project teamwork. In groups of 3–5 students prepare a contract in English on one of the following topics (or on your topic):

- ✓ ***Employment contract***
- ✓ ***Influencer agreement***
- ✓ ***Purchase of an apartment in Kyiv***
- ✓ ***Rental agreement***
- ✓ ***Sale of a product***
- ✓ ***Purchase of a trip***
- ✓ ***Influencer agreement***

Make a presentation of a ready contract to the whole group and speculate on the clauses, provisions and terms you included in the agreement.

Quiz

1. The purpose of a recital is to:

a) define certain terms used on numerous occasions in the contract;
b) lay down the key provisions of the contract;
c) explain the background to the contract;
d) list the main facts agreed between the parties.

2. Words that create contractual rights and obligations and are the basis for contractual liability or authority, set out policies for regulating the contractual relationship:

a) legalese;
b) archaic terms;
c) operative language;
d) plain English.

3. A clause requires speeding up the date of payment in full under specified circumstances (as default by the debtor):

a) Acceleration;
b) Amendment;
c) Assignment;
d) Best Endeavors.

4. A clause specifies how a certain term is to be interpreted in the contract:

a) Confidentiality;
b) Consideration;
c) Definition;
d) Exemption.

5. Boilerplate clauses:

a) reflect the heart of the deal to which the contract relates;
b) are standard clauses routinely inserted into a large number of contracts;
c) concern the assignment of agreements;
d) are used in engineering contracts only.

6. A clear, simple language that is easy to understand because it does not use difficult or technical words:

a) legalese;
b) archaic terms;
c) operative language(words);
d) plain English.

7. A clause specifies that strong efforts should be made to achieve a certain outcome but there is no absolute obligation to achieve it:

a) Assignment;
b) Best Endeavors;
c) Confidentiality;
d) Consideration.

8. A clause refers to an amount predetermined by the parties as the total amount of compensation a non-breaching party should receive if the other party breaches a part of the contract:

a) Exemption;
b) Force Majeure;
c) Indemnity;
d) Liquidated Damages.

9. A clause provides that, if one or more provisions of the agreement are declared unenforceable, the balance of the agreement remains in force:

a) Notices;
b) Retention of Title;
c) Severability;
d) Force Majeure.

10. A language used by lawyers and in legal documents that is difficult for ordinary people to understand:

a) legalese;
b) archaic terms;
c) operative language (words);
d) plain English.

Grammar note

English has many ways to describe obligation, rights, prohibition and permission, freedom to choose and limits on that freedom. Here are some general guidelines:

To express	Use	As in
Authorization (option)	may	you may do it
Obligation (an order)	must, will, do it	you must do it
Prohibition (a ban)	must not / may not	you must not do it
Preference (a recommendation)	should	you should do it
Intention (a promise)	will	we will do it
No obligation	need not	you need not do it

Legal Language Tips

Contracts often talk about rights and obligations

Rights: *e.g., the employee* ***is entitled to / is allowed to / has the right to / can*** *take 30 days' leave.*

Obligations: *e.g., the employee* ***must / is required to / is obliged to / has a duty to / has to*** *treat all company data and files with complete confidentiality.*

Avoid using "shall" in contracts. The verb ***shall*** *has several meanings that are easily confused, even by lawyers.*

In legal documents, the verb ***shall*** *is used to indicate obligation, to express a promise or to make a declaration to which the parties involved are legally bound. This use differs from that in everyday speech, where it is most often used to make offers or to refer to the future, although this latter use is less frequent in modern English.*

In legal texts, shall usually expresses the meaning of ***must*** *(obligation): e.g., every notice of the meeting of the shareholders shall state the place, date and hour, or will (in the sense of a promise): e.g., the board of directors shall have the power to enact bylaws.*

Shall can also be used in legal texts to refer to a future action or state: e.g., until two years shall have expired since such action by vote of such shareholders. In everyday speech, this future meaning is commonly expressed using only the present perfect (until two years have expired) or verb ***will****.*

An alternative *is to use the present simple tense, e.g. "The Buyer agrees to…".*

Gramar exercises



Complete the clauses from the Employment Contract using the words in the box. Underline modal verbs.

5.2 associated thereafter duration for
5.4 must Should in writing waive on written notice than
8.6 may be entitlement circumstances

5.2 For the _____of this contract of employment and _____a period of two years the Employee undertakes not to be employed in any way either by firms which compete with the Company or conduct similar business to that of the Company or by firms which are connected to or_____with such firms.

5.4_____the Company decide not to_____the ban_competition (as defined in 5.2) expressly and within 7 days of receipt of the Employee's _to terminate, it pay to the Employee compensation as follows: 50 % of the current basic salary (as defined in 4.1), to be paid in arrears at the end of each calendar month for a period of no longer two years.

8.6 There _____ _____where the Employer reserves the right to require the Employee not to attend work for the full duration of the notice period. The Employee's_____to full pay continues unaffected.

Match the sentence halves below. Decide which sentences refer to rights and which to obligations. What modal verbs are used to show rights/obligations?

If the Company makes this decision, it is required to...	... pay the Employee full salary for the rest of the Employee's period of notice
If the Company decides to enforce 5.2, the Employee is entitled to ...	... communicate this to the Employee in writing.
According to 5.2 the Company can	receive half pay for a period of two years.
According to 5.4 the Company, but not the Employee, can...	... send the Employee home on the day the Employee hands in the notice
8.6 states that the Company is entitled to ...	... prevent the Employee from working for a competitor for two years after leaving the Company
If the Employee is sent home, the Company has to...	... decide not to make use of clause 5.2.

Contract Word Search

contract offer clause liquidated damages agreement
consideration intent capacity legalese Amendment acceptance
draft provision party performance preamble

A	I	N	T	E	N	T	Z	R	X	O	P	P	C
A	O	F	F	E	R	D	X	L	P	R	R	E	A
L	I	Q	U	I	D	A	T	E	D	C	E	R	P
B	D	D	V	O	F	M	S	G	Z	O	A	F	A
P	A	R	T	Y	N	A	C	A	W	N	M	O	C
N	M	K	J	E	S	G	T	L	T	T	B	R	I
W	C	L	A	U	S	E	B	E	T	R	L	M	T
L	E	W	U	T	Y	S	R	S	W	A	E	A	Y
D	L	E	W	V	E	W	Y	E	V	C	K	N	Z
R	E	A	M	E	N	D	M	E	N	T	E	C	S
A	G	R	E	E	M	E	N	T	T	E	W	E	T
F	V	A	C	C	E	P	T	A	N	C	E	W	P
T	C	O	N	S	I	D	E	R	A	T	I	O	N
P	E	P	R	O	V	I	S	I	O	N	U	Z	W





4. THE LANGUAGE OF CIVIL LAW. CIVIL PROCEDURE

4.1. Civil Code of Ukraine

4.2. Torts in Ukrainian Civil Law

4.3. To Sue a claim in Civil Case

Topic: Civil Code of Ukraine

Key vocabulary

- **the Civil Code of Ukraine**
- **legal equality**
- **free will**
- **property independence**
- **private International Law**
- **veto**
- **legal structures**
- **social relations**

Read and learn

The Civil Code of Ukraine is a single normative legal act; Law of Ukraine, which is the main act of regulation of private law relations in Ukraine. It regulates personal non-property and property relations (civil relations), based on legal equality, free will, and property independence of their participants. It was adopted by the Verkhovna Rada of Ukraine on 16 January 2003.

History

The objective necessity of adopting a new civil code arose immediately after the proclamation of independence and the reorientation of economic development to a market path. At the same time, due to the difficult economic situation, many provisions of the Civil Code of the Ukrainian SSR, which contained provisions with the expression of amounts in rubles, lost their significance. To ensure the development of new economic relations, several laws were adopted, in particular "On Property", "On Entrepreneurship" and "On Business Societies".

The development of the code has been carried out for over 12 years, however, until the adoption of the final version among the legal community of Ukraine, no consensus was reached on certain provisions of the code. In particular, there was no consensus on the question of the existence of collective property, the independence of family law and private international law. As a result, the book "Family Law", which formed the basis of the Family Code of Ukraine, was removed from the Civil Code. Also later, a separate Law of Ukraine "On Private International Law" was adopted.

After adoption, the code was not signed by the President of Ukraine (the veto was applied, and the act was returned to parliament with several proposals), but the Verkhovna Rada of Ukraine overcame the President's veto by its decision. The main remarks of the President, which have not lost their relevance today, boiled down to contradictions between the Civil Code and the Economic Code of Ukraine adopted on the same day. The codes used different techniques for constructing legal structures and different terminology, but at the same time, some social relations were simultaneously regulated by two codes.

Exercises



Are the following statements true or false? Correct the false ones.

1. The Civil Code of Ukraine is not a single normative legal act.
2. The Civil Code of Ukraine was adopted by the Verkhovna Rada of Ukraine on 16 January 2003.
3. To ensure the development of new economic relations, several laws were adopted, in particular "On Property", "On Entrepreneurship", and "On Business Societies".
4. The development of the code has been carried out for over 2 years.
5. The book "Family Law", which formed the basis of the Family Code of Ukraine, wasn't remove from the Civil Code.
6. The main remarks of the President, which have not lost their relevance today, boiled down to contradictions between the Civil Code and the Economic Code of Ukraine adopted on the same day.
7. The codes used the same techniques for constructing legal structures and different terminology.

Fill the gaps:

legal structures, proclamation of independence, legal equality, no consensus, President of Ukraine

1. The Civil Code of Ukraine regulates personal non-property and property relations (civil relations), based on ..... , free will, and property independence of their participants.

2. The objective necessity of adopting a new civil code arose immediately after the…….and the reorientation of economic development to a market path.

3. There was ..... on the question of the existence of collective property, the independence of family law and private international law.

4. After adoption, the code was not signed by the……(the veto was applied, and the act was returned to parliament with several proposals), but the Verkhovna Rada of Ukraine overcame the President's veto by its decision.

5. The codes used different techniques for constructing……..and different terminology, but at the same time, some social relations were simultaneously regulated by two codes.

Exercises

Translate into English:

1. Цивільний кодекс України регулює особисті немайнові та майнові відносини (цивільні відносини), засновані на юридичній рівності, вільному волевиявленні, майновій самостійності, захисті, особистій відповідальності їх учасників.
2. Об'єктивна необхідність ухвалення нового Цивільного кодексу України виникла одразу після проголошення незалежності та переорієнтації економічного розвитку на ринковий шлях.
3. Для забезпечення розвитку нових економічних відносин було ухвалено ряд законів України, зокрема «Про власність», «Про підприємництво», «Про господарські товариства».
4. Не було консенсусу в питанні існування колективної власності, самостійності сімейного права та міжнародного приватного права.
5. Після ухвалення кодекс не був підписаний Президентом України (було застосовано право вето, і акт було повернуто до парламенту з рядом пропозицій), але Верховна Рада України своїм рішенням подолала вето Президента України.





Legal Language Tips

Be aware of words that have more than one meaning

In legal writing, words can play a bit of a trick. Sometimes, a word we use often might mean something totally different in the legal world. It's like words have a secret identity! This means we need to be careful and really understand what a word means in a legal context. Let's take a closer look at some examples to make sure we're using words right in the legal world.

Consider: In everyday language, "consider" might mean to think about something. In a legal context, it can also mean to examine, take into account, or give thought to a matter in a more formal manner.

Issue: While generally meaning a topic or subject, in a legal context, "issue" can refer to a point of contention or dispute in a case.

Execution: Outside of legal contexts, this word could relate to performing a task. In legal language, "execution" refers to the process of signing a legal cument or carrying out a court order.

Action: In common language, "action" can mean something you do. In legal language, it's often used to refer to a lawsuit or legal proceeding.

Consideration: Beyond simple thought, in law, "consideration" refers to something of value exchanged in a contract.

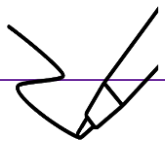
Evidence: While generally implying proof or support, in a legal sense, "evidence" refers to the documents, testimony, or objects presented in court to establish the truth of a matter.

Counsel: Beyond advice, in law, "counsel" refers to a lawyer or legal adviser.

Party: In everyday speech, a "party" could refer to a social gathering. In law, it pertains to a person or entity involved in a legal proceeding.

Charge: Outside of law, "charge" might relate to a fee or electrical energy. In a legal context, it refers to an accusation or allegation against a person.

Considerable: While in casual language it signifies something significant, in legal contexts, it refers to something worthy of being taken into account.



Read and learn

International humanitarian law has an accountability problem. As warfare shifts from traditional battlefields to urban environments and as states employ weapons that minimize risk to their troops, civilians are increasingly burdened with emotional, physical, and monetary harm. This displacement – the actual accountability gap at the heart of international humanitarian law – undermines the normative power of the entire legal regime.

To close this accountability gap, I have argued that we should develop an international "war torts" regime, where states would pay compensation for civilian harms in armed conflicts. First and foremost, a war torts regime would increase the likelihood that civilian victims would receive individualized compensation. This certainly wouldn't make them "whole": Money alone will never fully compensate victims for the harm they suffer. But it would address victims' emotional needs for acknowledgement, respect, and closure, as well as their practical needs for funds for funerals, prostheses, treatment, and property repair and replacement.

Establishing a war torts regime would also create now-missing legal incentives for states to minimize civilian harm. A standardized, centralized reporting mechanism would ensure that militaries, civilian advocates, and others interested in minimizing needless civilian suffering would have more information about the sources and scope of civilian harms, which in turn could facilitate state adoption of practices to minimize such harms. Absent any legal accountability mechanism for accidental civilian harm, there is little incentive to learn from past mistakes. As Azmat Khan has reported, U.S. activities in Middle East conflicts are "marked by deeply flawed intelligence, rushed and often imprecise targeting, and the deaths of thousands of civilians Breakdowns of intelligence and surveillance occur again and again".

Further, a war torts regime could bolster other accountability mechanisms. Criminal and tort law serve overlapping but distinct purposes in domestic legal regimes: Criminal law prohibits certain acts and punishes violators, while tort law creates consequences for (lawful and unlawful) acts that harm others by requiring the payment of damages. Just as one harmful act might be simultaneously a crime and a tort in domestic law, a harmful wartime act might be a war crime, a war tort, both, or neither. State responsibility, war crimes, and war torts regimes could coexist and complement each other. Collectively, the three would constitute a more comprehensive international accountability system for civilian harms in armed conflict.

Exercises

Answer the questions using the information from the text

1. What problem does International humanitarian law have?
2. What does establishing a war torts regime create?
3. What has Azmat Khan report?
4. Could a war torts regime bolster other accountability mechanisms?
5. Could state responsibility, war crimes, and war torts regimes coexist and complement each other?

Find the English equivalents

Ukrainian	English Term
Міжнародне гуманітарне право	Civilian Population
Цивільне населення	Harmful Wartime Act
Фактична прогалина у підзвітності	Individual Compensation
Міжнародний режим «воєнних деліктів»	International "War Torts" Regime
Отримають індивідуальну компенсацію	Comprehensive International Accountability System
Емоційні потреби жертв	Actual Accountability Gap
Кримінальне і деліктне право	Victims' Emotional Needs
Шкідливе діяння у воєнний час	Criminal and Tort Law
Комплексна міжнародна система відповідальності за шкоду	International Humanitarian Law

Exercises



Fill in the Gaps in Legal Statements

undermines, pay, individualized, minimize, provides, tort

1. International humanitarian law faces an accountability problem as warfare shifts from traditional battlefields to urban environments and as states employ weapons that minimize risk to their troops. This displacement – the actual accountability gap at the heart of international humanitarian law – _____ the normative power of the entire legal regime.

2. To address this accountability gap, the author proposes the development of an international "war torts" regime, where states would_____compensation for civilian harms in armed conflicts.

3. The primary goal of a war torts regime is to increase the likelihood that civilian victims would receive_____compensation, recognizing that money alone will never fully compensate victims for the harm they suffer.

4. In addition to compensating victims for their losses, a war torts regime would also create legal incentives for states to _____ civilian harm. This would be achieved through a standardized, centralized reporting mechanism that provides information about the sources and scope of civilian harms, facilitating state adoption of practices to minimize such harms.

5. The absence of a legal accountability mechanism for accidental civilian harm_____little incentive to learn from past mistakes, as highlighted by Azmat Khan's report on U.S. activities in Middle East conflicts.

6. A war torts regime could complement other accountability mechanisms, including _____ law, to create a more comprehensive international accountability system for civilian harms in armed conflict.

Topic: An International Claims Commission for Ukraine

Key vocabulary

- **endorsed**
- **accomplish**
- **pursuing**
- **implicate**
- **contradictory judgments**
- **unanimity**
- **maintenance**
- **deplore**
- **violations and abuses**

Read and learn

The Government of Ukraine recently **endorsed** a proposal for a Commission to secure reparations from Russia for damage caused by Russia's unlawful acts. The Commission could serve three primary purposes: adjudicating claims for compensation; preserving or collecting Russian assets for paying awards; and providing a means of enforcing awards on compensation. To that end, the international agreement establishing the Commission could provide the legal framework to allow contracting States to transfer blocked assets to a fund from which compensation will be paid. Such an instrument could be flexible, made for a specific purpose, and ensure sufficient international cooperation and legitimacy. The Commission could **accomplish** these goals better than alternative fora for seeking reparations, namely national courts, existing international courts and tribunals, and U.N. bodies. First, recourse to federal courts in the first instance is either undesirable or unavailable. Pursuing reparation through national courts **implicates** sovereign immunity, an absence of appropriate causes of action, and risks of **contradictory judgments.**

Second, existing international adjudicative bodies such as the International Court of Justice (ICJ), the European Court of Human Rights, or private arbitral tribunals are not well suited to a compensation program of the size and breadth necessary to satisfy the needs arising from this conflict.

Third, working within existing institutional frameworks of the U.N. Security Council is limited by challenges within the Council, namely Russia's veto. That said, the General Assembly may play a role. Indeed, the Security Council in Resolution 2623 (2022), given the lack of **unanimity** that prevented it from exercising its primary responsibility for the **maintenance** of peace and security, in the application of the Uniting for Peace framework, convened a General Assembly emergency session. The General Assembly responded with a series of resolutions, including the widely supported Resolution ES-11/1 (2022), which "**deplored** in the strongest terms the aggression by the Russian Federation against Ukraine"; demanded Russia to "cease its use of force against Ukraine" as well as to "immediately, completely and unconditionally withdraw all of its military forces from the territory of Ukraine within its internationally recognized borders"; condemned "all violations of international humanitarian law and **violations and abuses** of human rights", demanding that parties to the conflict "fully comply with their obligations under international humanitarian law to spare the civilian population"; and authorized the President of the General Assembly to resume the Emergency Special Session upon request from Member States.

Exercises

Translate into English:

1. Комісія могла б слугувати трьом основним цілям: розглядати позови про компенсацію; зберігати або збирати активи для виплати компенсацій; забезпечувати засоби виконання рішень про компенсацію.

2. Стягнення відшкодування через національні суди пов'язане із суверенним імунітетом, відсутністю належних підстав для позову та ризиком винесення суперечливих рішень.

3. Робота в рамках існуючих інституційних рамок Ради Безпеки ООН обмежена проблемами всередині самої Ради, а саме правом вето.

4. Генеральна Асамблея відреагувала рядом резолюцій, включаючи широко підтриману Резолюцію ES-11/1 (2022).

Add the necessary words

1. The Government of Ukraine recently endorsed a proposal for a C _____ to secure reparations from Russia for damage caused by Russia's unlawful acts.

2. The international agreement establishing the Commission could provide the l_____f_____to allow contracting States to transfer blocked assets to a fund from which compensation will be paid.

3. The Commission could accomplish these goals better than alternative fora for seeking reparations, namely national courts, existing international c_____ and t_____, and U.N. bodies.

4. Existing international adjudicative bodies such as the International Court of Justice (ICJ), the European Court of Human Rights, or private arbitral tribunals are not well suited to a c _____ p _____ of the size and breadth necessary to satisfy the needs arising from this conflict.

5. The General Assembly a _____ the President of the General Assembly to resume the Emergency Special Session upon request from Member States.

Exercises



Complete the word-combinations:

Phrase	Corresponding Option
Commission could serve	institutional frameworks of the U.N. Security Council
providing a means of	three primary purposes
adjudicating claims for	enforcing awards on compensation
recourse to federal courts	in the first instance
working within existing	compensation
The General Assembly responded	with a series of resolutions
fully comply with their obligations under	international humanitarian law



5. THE LANGUAGE OF CRIME

5.1. Language of Criminal Law

5.2. Types of Criminal Offences

5.3. Types of Punishment

5.4. Criminal Procedure



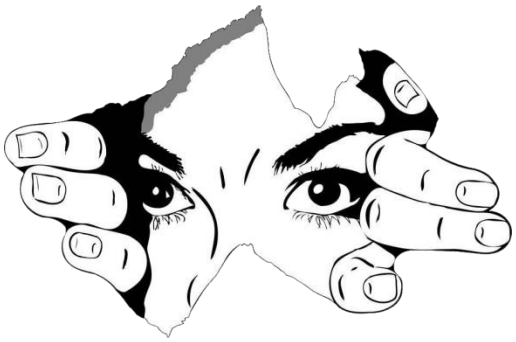
Topic: What's a Crime?

Key vocabulary

- **rape**
- **arson**
- **theft**
- **damage of property**
- **murder**
- **crime**

- **homicide**
- **murder**
- **wrongdoing**
- **infanticide**
- **to ban smth**

- **grievous bodily harm**
- **kidnapping**
- **sexual offences**
- **battery**
- **wounding**
- **wrong-doer**



Read and learn

Laws fall into two major groups: Private and Public. Criminal law is one of the branches of public law and is concerned with criminal offences and the punishments of persons **committing a crime.** Criminal laws have penalties requiring that **offenders** (the **wrong-doer)** be imprisoned, fined, placed under supervision, or punished in some other way.

Criminal law in Ukraine is governed by the Criminal Code of Ukraine, which outlines the types of criminal offences, their corresponding punishments, and the procedures for investigating and prosecuting criminal offences. The Criminal Code is divided into several sections, including general provisions, criminal offences against the state, criminal offences against the person, criminal offences against property, criminal offences against public safety.

Criminal behavior is seen as sufficiently serious or immoral for the majority of society to ban it. Criminal law in the widest sense covers a multitude of activities and sins – from murder, rape, arson, theft and damage of property to the less criminal matters of careless motoring, selling unfit food or serving alcohol to a teenager. The principal areas of Criminal law are offences against persons and offences against property. Offences against persons can be fatal and nonfatal. The former deals with **homicide** (killing of a human being by a human being) which falls into three categories:

- **murder** (a homicide that is an intentional killing of another person);
- **manslaughter**(a homicide that is the unintentional killing of another person);
- **infanticide** (the crime of killing a child).

Topic: What's a Crime?

Under Ukrainian law, criminal offences are categorized as either crimes or wrongdoings, with different levels of punishment for each. **Crimes** are more serious criminal offences, such as **murder**, **rape**, and **robbery** and are punishable up to life imprisonment in some cases. **Wrongdoings** is an act (action or inaction) for which the basic punishment is a fine or other punishment not involving imprisonment.

Crimes are divided into **minor, grave and especially grave:**

- **minor crime** is an act (action or inaction) for which the basic punishment is a fine or imprisonment for a term not exceeding five years;
- **a grave crime** is an act (action or inaction), which is punishable by a fine or imprisonment for a term not exceeding ten years;
- **an especially grave crime** is an act (action or inaction)for which the basic punishment is a fine, imprisonment for a term exceeding ten years or life imprisonment.

The criminal justice system in Ukraine operates under the adversarial system, with the **prosecution** and **defense** presenting their cases in court before a judge or a panel of judges. The **accused is presumed innocent until proven guilty**, and has the right to legal representation and **a fair trial.**

In recent years, Ukraine has undergone significant reforms in its criminal justice system, aimed at improving transparency, efficiency, and fairness. These reforms include the establishment of an independent anti-corruption court, the simplification of criminal procedures, and the strengthening of legal protections for the accused.

In addition, a number of reforms in the criminal justice system are being implemented under **martial law** to ensure unimpeded, fair and inevitable criminal liability.



Exercises



Please indicate whether each statement is true or false.

1. Criminal l aw is classified into two major groups: Private and Public. (True / False)
2. Criminal law in Ukraine is mainly concerned with civil matters. (True / False)
3. The Criminal Code of Ukraine outlines the types of criminal offenses, their corresponding punishments, and the procedures for investigating and prosecuting criminal offenses. (True / False)
4. Offenses against persons can be fatal or nonfatal, and they include crimes such as murder, manslaughter, and infanticide. (True / False)
5. Wrongdoings are less serious criminal offenses and are typically punishable by imprisonment for a term of three years or more. (True / False)
6. In the Ukrainian criminal justice system, the accused is presumed guilty until proven innocent. (True / False)
7. Recent reforms in Ukraine's criminal justice system have focused on reducing transparency, efficiency, and fairness. (True / False)
8. Martial law is being used in Ukraine's criminal justice system to ensure unimpeded, fair, and inevitable criminal liability. (True / False)

Put the correct legal term

1. In a criminal trial, the accused is p_____i_____ until proven guilty. *(вважаються невинними)*

2. The C_____C_____of U_____outlines the penalties for various criminal offenses. *(Кримінальний кодекс України)*

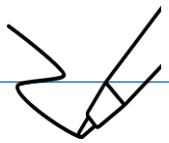
3. Wrongdoings, such as petty theft, are considered c _____ o_____. *(кримінальні правопорушення)*

4. I_____is a crime involving the k_____of a child. *(дітовбивство, вбивство)*

5. The recent reform established an independent a_____ court. *(антикорупційний)*

6. The d and p_____present their cases in court under the adversarial system. *(захист і обвинувачення)*

Topic: Offences against the National Security Service



Key vocabulary

- **provisions**
- **territorial integrity**
- **threaten**
- **denial**
- **establishment**
- **aggressor state**
- **disclosure**
- **temporarily occupied**
- **hostile activities**
- **attempts**
- **high treason**
- **severe**

If you ever go inside General courts of law you will likely be overwhelmed with all kinds of terms you have never heard of before.

Generally, criminal offences can be classified into criminal offences against the National Security Service, personal criminal offences, property criminal offences.

Crimes against the National Security Service

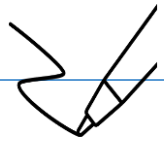
Criminal offences against the National Security Service of Ukraine are intentional, socially dangerous acts provided for by criminal law that threaten the constitutional order, sovereignty and territorial integrity of Ukraine.

Criminal offences against Ukraine's National Security Service cover a wide range of actions that threaten the country's **territorial integrity**, sovereignty and interests. Here are some examples of such criminal offences.

Separatism:

Separatism is considered a criminal offense in Ukraine. Separatism refers to actions aimed at propagating or promoting the establishment of an independent or autonomous region within the territory of a country, often with the aim of separating from the national government.

Throughout its history, Ukraine has faced challenges related to separatist movements, especially in the context of the conflict with Russia, including the annexation of Crimea and the ongoing conflict in eastern Ukraine. In response to these challenges, Ukrainian legislation includes **provisions** that criminalize separatist activities that **threaten** the country's territorial integrity and sovereignty.



Collaboration activities

Collaboration activities include:

- public denial by a citizen of Ukraine of the armed aggression against Ukraine;
- denial of the establishment and confirmation of the temporary occupation of a part of the territory of Ukraine;
- public calls by a citizen of Ukraine to support decisions and/or actions of the aggressor state;
- armed formations and/or occupation administration of the aggressor state;
- cooperation with the aggressor state;
- non-recognition of the extension of state sovereignty of Ukraine to the **temporarily occupied** territories of Ukraine.

High treason:

"High treason" is a criminal offense against the National Security of Ukraine, which is defined in the Criminal Code of Ukraine. This crime includes actions aimed at violating national security and high state importance.

High treason may include the following actions:

- **Supporting foreign states or organizations**: Promoting or assisting other states or organizations that conduct aggressive or harmful activities against Ukraine.

- **Disclosure of state secrets**: Disclosure of confidential information that may harm national security, the interests of the country, or assist other states or organizations.

- **Attempts to violate territorial integrity:** Attempts to change the borders or territory of Ukraine without the consent of the national authorities.

- **Assistance to a hostile regime:** Actions aimed at supporting or facilitating a regime that conducts aggressive policies or hostile activities against Ukraine.

High treason is a serious crime, as it can pose a threat to the national security, sovereignty and territorial integrity of the country. This crime carries **severe** criminal penalties, including long-term imprisonment.

Topic: Offences against the National Security Service

Key vocabulary

- **national interests**
- **harm national security**
- **confidential information**
- **armed forces**
- **citizens**
- **stateless person**
- **foreigners**

Espionage is a criminal offense against the National Security of Ukraine, which is defined in the Criminal Code of Ukraine. This crime includes the unlawful collection, transmission, disclosure or use of **confidential information** that is important to National Security.

Actions that can be classified as espionage include:

- **Gathering information containing state secrets:** The illegal collection of information that is classified as state secrets, including military and political information.

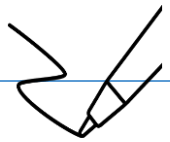
- **Disclosure of state information:** Providing foreign states, organizations, or individuals with classified information that could **harm national security**.

- **Espionage for the benefit of another state**: Actions in favor of another state or organization with the aim of harming the National Security of Ukraine.

- **Exploration on behalf of a foreign state:** Performing tasks for a foreign state or organization to collect information that can be used against **national interests.**

Diversion is a crime against national security, which includes illegal actions to destroy, damage, destroy or alter important facilities, infrastructure, communications, as well as provocations with the aim of disrupting public order and national security.

Diversion may include physical, cyber or other types of attacks aimed at destabilizing society or the state.



Aiding and abetting the aggressor state is an intentional action intended to harm Ukraine through:

- Assistance to the aggressor state, in particular to the armed forces or occupation administration, by **citizens** of Ukraine, **foreigners or stateless persons**, except for citizens of the aggressor state.
- Implementation or support of decisions and actions of the aggressor state, including its armed forces and occupation administration.
- Voluntary collection, preparation and transfer of material resources or other assets to representatives of the aggressor state and its **armed forces** or occupation administration.

Personal criminal offences

assault and battery – a threat to injure someone followed by a violent attack on them;

wounding – a damaged area of the body, such as a cut or hole in the skin or flesh made by a weapon;

grievous bodily harm – a crime in which one person does seriousphysical injury to another;

sexual offences – a crime involving a sexual attack;

kidnapping – the unlawful taking and carrying away of a person by force or fraud;

domestic violence – physical or emotional abuse within a domestic or intimate relationship.

Offences against property

theft – the action or crime of stealing something;

robbery – the crime of stealing from someone or somewhere;

burglary – the crime of getting into a building illegally and stealing things;

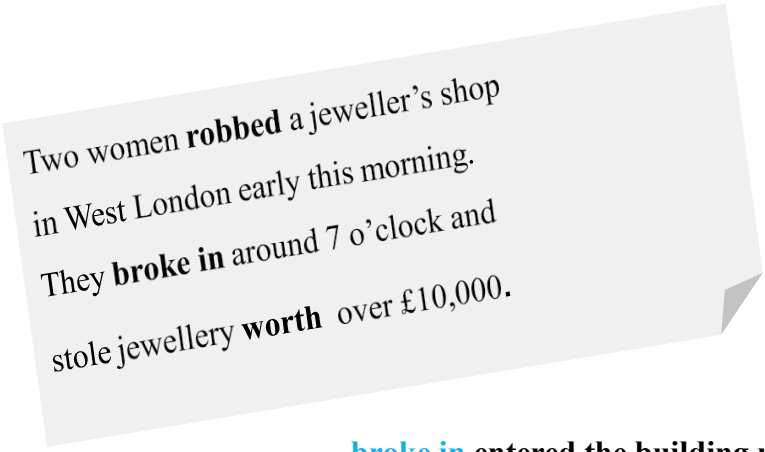
blackmail – the crime of forcing someone to do something, or to pay you money, by saying you will tell another person something that they want to keep secret;

arson – the crime of intentionally burning something;

forgery – an illegal copy of a document, painting, etc.;

embezzlement – fraudulently taking or misappropriating property that has been entrusted to you, such as funds from an employer or client;

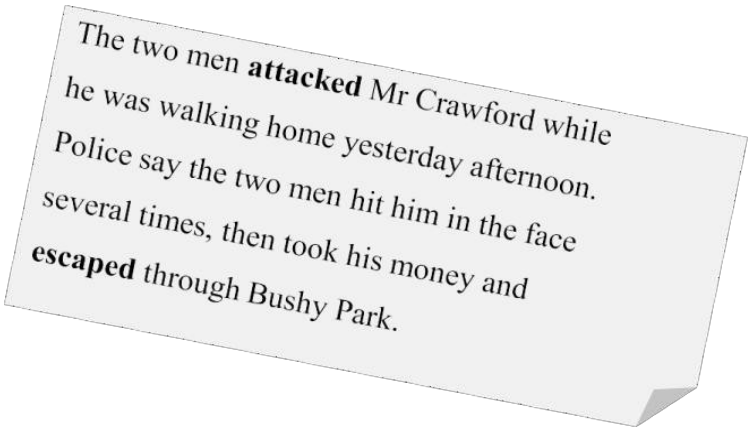
intellectual property theft – stealing or infringing on someone else's intellectual property, such as patents, copyrights, or trademarks.



broke in **entered the building using force, e.g.**

broke a window

worth with a value of

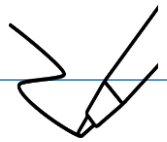


attacked used physical violence to hurt him **escaped** left the place to avoid danger; *syn* **got away**

Police **arrested** a man this morning in connection with the **murder** of shop assistant, Tracey Miles.

arrested If you arrest someone, you take them to the police station because you believe they committed a criminal offence That person is then under arrest.

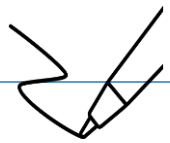
Topic: Types of punishment



In Ukraine, there are several types of punishment that can be imposed on individuals **convicted of a crime.** These include:

Українська	English
штраф	fine
позбавлення військового, спеціального звання, рангу, чину або кваліфікаційного класу	deprivation of military rank, special title, rank, position, or qualification class
позбавлення права обіймати певні посади або займатися певною діяльністю	deprivation of the right to hold certain positions or engage in certain activities
громадські роботи	community service
виправні роботи	corrective labor
службові обмеження для військовослужбовців	disciplinary restrictions for military personnel
конфіскація майна	property confiscation
арешт	arrest
обмеження волі	restriction of liberty
тримання в дисциплінарному батальйоні військовослужбовців	detention in a disciplinary battalion for military personnel
позбавлення волі на певний строк	imprisonment for a fixed term
довічне позбавлення волі	life imprisonment

Topic: Actus reus and Mens Rea in Criminal Law



Actus reus and Mens Rea – two phrases describe the two basic elements the government needs to prove in order to convict a person of a crime.

Actus Reus + Mens Rea = A Crime

First, there must be an act or behavior that is prohibited by law or a failure to fulfill a duty required by law. In Latin, this is called an **actus reus** or guilty act or an unlawful act or the presence of a guilty act.

Actus reus – *"guilty act"* is *a criminal act; a physical act involved in the commission of a crime or offense.*

Thus, actus reus describes a physical activity that causes harm to another person or damage to property. Anything from physical assault or murder to the destruction of public property will qualify as actus reus.

To establish actus reus, a lawyer must prove that the accused is responsible for an act prohibited by criminal law.

Omission (бездіяльність), as an act of criminal negligence and is also a form of actus reus. Omission involves the failure to perform an act that would have prevented injury to another person. An omission may consist of failing to warn others that you have created a dangerous situation, failing to feed an infant left in your care, or failing to perform a proper work-related task that resulted in an accident. In all of these cases, the failure to perform the required action is what causes harm to others.

Secondly, the offender must have a certain criminal intent, which is called **mens rea.**

Mens Rea – *"guilty mind"; refers to the intent or knowledge of wrongdoing that accompanies the commission of a criminal offence*

One person may cause the death of another. Causing the death of another person is an unlawful act that is part of the crime of murder.

However, if the death of another person is caused by accident, it is not murder. The offender did not have the criminal intent (guilty state of mind) required for murder as a criminal offense.

Purposely causing the death of a person is murder because the guilty act (causing the death) and the guilty state of mind (the purpose or intent) coincide Similarly, if a person is going to steal something, he or she has a criminal intent (mens rea). However, such a person has not committed a crime until he or she actually takes something while having a guilty mind.

Answer the questions:

1. Define Actus Reus and Mens Rea in your own words.
2. Provide an example of an act that qualifies as Actus Reus.
3. Provide an example of omission that qualifies as Actus Reus.
4. Why is Mens Rea important in criminal law?
5. Provide an example of a scenario where a person commits an Actus Reus but doesn't have Mens Rea.
6. Is omission a form of Actus Reus? Why or why not?
7. Explain why it's important for a lawyer to prove Actus Reus in a criminal case.
8. Can a person be convicted of a crime if they only have Mens Rea but no Actus Reus? Why or why not?
9. What is the difference between a criminal act and a lawful act?
10. Provide an example of a situation where a person has Actus Reus but not Mens Rea, and explain why it doesn't qualify as a crime.

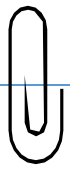
Legal Language Tips

Formal adverbs

Legal English still uses a lot of formal adverbs of reference such as **'herein',** which means to mean ‘in this document.’Similarly, **'hereto'** and **'hereby'** are used to refer to specific sections or actions within the document. While these adverbs might be unfamiliar, they help readers understand where to find information. It's essential to become acquainted with these formal adverbs, as they prevent confusion and aid in comprehending the content. So familiarise yourself with formal adverbs used in legal documents and do not be tempted to replace them with other words.

Hereto:
"The parties have agreed to the terms set forth hereto".
Hereby:
"The undersigned hereby acknowledges receipt of the payment".
Herein:
"The rights and responsibilities of both parties are outlined herein".

Exercises



Pair the verbs in column A with a suitable phrase in column B:

A	*B*
Accuse someone	the law
Arrest someone	into custody
Ban	a plane
Break	the alarm
Charge someone	for armed robbery
Commit	a witness
Cross-examine	a crime
Hijack	smoking in public places
Murder someone	a prison sentence
Serve	in cold blood
Sound	of shoplifting
Take someone	some money (or with the crime)

Find five more pairs of words that have a similar meaning.

catch, theft, crime, jail, prison, arrest, get away, steal, offence, hit, escape, attack.

catch – arrest

Exercises



Match the offences to the correct definition.

Libel	is the criminal offence of deliberately setting fire to a building
Fraud	is the criminal offence of physically attacking someone
Blackmail	is demanding money or favours by threatening a secret
Rape	is the criminal offence of breaking into a place to steal
Murder	saying bad things about someone that are not true
Robbery	copying things to deceive people
Theft	getting money by trickery or deception
Forgery	taking control of transportation by force
Shoplifting	taking a person away by force for ransom
Arson	publishing something untrue damaging reputation
Manslaughter	accidentally killing a person
Slander	killing a person deliberately
Burglary	forcing someone into unwanted sexual activity
Hijacking	stealing with force or threat
Kidnapping	stealing goods from a shop without paying
Assault	the criminal offence of stealing

Exercises



Fill in different forms of the given words

Criminal offence)	Criminal(Noun)	CriminalAct(Verb)
Robbery		
Murder		
Burglary		
Kidnapping		
Theft		

Choose the best alternative to complete the following sentences:

1. A person who commits a criminal offence is called a criminal, or_____:

a) offender;
b) citizen;
c) witness.

2. If you attack another person illegally you will be tried for unlawful____:

a) damage;
b) assault;
c) action.

3. If you physically hurt or injure the person you attack, you will be tried for unlawful assault causing_____:

a) wounding;
b) murder;
c) infanticide.

4. If the injury you cause in the attack is very serious it is called_____:

a) manslaughter;
b) grievous bodily harm;
c) battery.

5. The law can punish criminals in many different ways, but the worst is:

a) fine;
b) life imprisonment;
c) death sentence.

6. Young people who committed a crime are tried by a special court called:

a) the Juvenile Court;
b) the High Court;
c) the Crown Court.

Fill in the following sentences with the words

1. Complete the following sentences with the appropriate criminal law term from the list above:

a. Breaking into a store and stealing merchandise is an example of_____.
b. If someone is killed during the commission of a crime, it is considered_____.
c. A_____is typically punished by imprisonment for more than one year.
d. Punching someone in the face without their consent could be considered____.
e. Shoplifting is an example of a_____.

2. Choose the appropriate criminal law term to complete the following sentences:

a. The accused was charged with_____after stealing money from the company he worked for.
b. _____is the crime of intentionally causing physical harm to another person.
c. The defendant was charged with_____after breaking into a house and stealing jewelry.
d. The penalty for a_____can include a fine or imprisonment for up to one year.
e. The act of killing someone with premeditation is known as_____.
f. The defendant was charged with_____after hitting someone with a weapon during a fight
g. _____is the act of making false statements under oath in a court of law.



Read and Role-play the dialogue between the detective and the witness:

Detective Ivan: Good morning, Mr. Petrov. I am Detective Ivan from the local police department. I am here to ask you a few questions about a crime that occurred yesterday in your neighborhood.

Mr. Petrov: Good morning, Detective. Yes, please go ahead.

Detective Ivan: We received a report of a burglary in your area. Did you happen to see or hear anything suspicious yesterday?

Mr. Petrov: No, I'm afraid not. I was at work all day, and when I came back in the evening, everything seemed fine.

Detective Ivan: I see. Well, we are investigating the case and trying to gather as much evidence as possible. Would you be willing to come to the police station and provide a statement?

Mr. Petrov: Of course, I'll do whatever I can to help.

Detective Ivan: Great. We'll need you to fill out this form and sign it, indicating that you understand your rights as a witness. We will also need to take your fingerprints and photograph as part of the identification process.

Mr. Petrov: Okay, that makes sense. How long will this take?

Detective Ivan: It shouldn't take more than an hour or two. We'll also ask you some questions about what you saw or heard, and we may need to follow up with you later if we have additional questions.

Mr. Petrov: All right, I understand. Do I need to hire a lawyer or anything like that?

Detective Ivan: No, not at this stage. You are not a suspect in this case, so you don't need to worry about that. But if you feel more comfortable having a lawyer present, you are certainly free to do so.

Mr. Petrov: I think I'll be okay. I'll come to the police station this afternoon.

Detective Ivan: Great, thank you for your cooperation. We'll be in touch if we need anything else.



Quiz

1. Which of the following is not a type of sexual offence?

a) Rape;
b) Arson;
c) Sexual assault;
d) Sexual harassment.

2. Which of the following is considered a property crime?

a) Murder;
b) Theft;
c) Assault and battery;
d) Kidnapping.

3. What is the legal term for intentionally setting fire to a building?

a) Theft;
b) Arson;
c) Damage of property;
d) Manslaughter.

4. What is the term used for a serious crime, such as murder or rape, that is punishable by imprisonment for more than one year?

a) Misdemeanor;
b) Felony;
c) Infraction;
d) Crime against humanity.

5. What is the term used for the deliberate and unlawful killing of one person by another?

a) Arson;
b) Homicide;
c) Kidnapping;
d) Assault and battery.

6. Which of the following terms refers to a less serious crime, such as petty theft or disorderly conduct?

a) Felony;
b) Misdemeanor;
c) Homicide;
d) Arson.



Quiz

7. What is the term used for causing serious harm to someone's body, such as breaking bones or causing permanent disfigurement?

a) Grievous bodily harm;
b) Wounding;
c) Assault and battery;
d) Kidnapping.

8. What is the term used for a person who commits a wrongful or illegal act?

a) Criminal;
b) Wrong-doer;
c) Perpetrator;
d) Suspect.

9. What is the term used for the legal prohibition of something?

a) To ban something;
b) To legalize something;
c) To permit something;
d) To regulate something.

Topic: Criminal procedure

Key vocabulary

- **suspect**
- **defendant**
- **investigation**
- **case**
- **trial**
- **evidence**
- **guilty**
- **appeal**
- **verdict**
- **undergo**

Read and learn

The criminal procedure in Ukraine is regulated by the Criminal Procedure Code of Ukraine, which was adopted in 2012. The Code sets out the procedures and rules for the investigation and prosecution of criminal offences, as well as the rights of **suspects** and **defendants**.

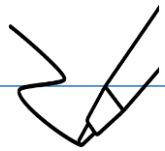
Under Ukrainian criminal procedure law, the investigation of criminal offences is carried out by law enforcement agencies, such as the police, prosecutor's office, and Security Service of Ukraine. During the **investigation**, **suspects** have the right to legal counsel and to be informed of the charges against them.

If there is sufficient evidence of a crime**, the case** is referred to a court for **trial.** The trial is conducted in accordance with the rules set out in the Criminal Procedure Code of Ukraine and is presided over by a judge. The defendant has the right to a fair trial and to present evidence in their defense.

If the defendant is found **guilty**, they may be sentenced to imprisonment, fines, or other penalties. **Appeals** may be made to higher courts if the defendant disagrees with the **verdict**.

The Criminal Procedure code of Ukraine **underwent** significant reforms in 2012, which aimed to improve the protection of human rights and increase the efficiency of the criminal justice system.





According to Ukrainian law, each criminal proceeding consists of:

1. **Pre-trial investigation:** This is the initial phase of a criminal case where law enforcement agencies gather evidence, interview witnesses, and collect information to determine if there is enough evidence to charge a suspect with a crime.

2. **Preparatory proceedings:** These proceedings involve the preparation of the case for trial. This includes formalizing charges against the defendant, identifying witnesses, gathering evidence, and ensuring that all necessary legal procedures are followed in anticipation of a trial.

3. **Trial in court:** This is the main stage of a criminal case where the prosecution and defense present their cases in front of a judge . Evidence is presented, witnesses are questioned, and legal arguments are made to determine the guilt or innocence of the accused.

4. **Appeal proceedings:** After a verdict is reached at the trial level, either the prosecution or the defense may choose to appeal the decision to a higher court. Appeal proceedings involve reviewing the trial court's decision for legal errors or injustices that may have occurred during the trial.

5. **Execution of the court decision:** Once a verdict is final and no further appeals are possible, the court's decision is enforced. This may involve the imposition of a sentence, such as imprisonment, fines, or other penalties, as determined by the trial court.

6. **Cassation proceedings:** Cassation is a specific type of appeal that focuses on reviewing the legality of a lower court's decision. It does not reexamine the facts of the case but looks for procedural or legal errors that may have occurred during the trial.

7. **Proceedings in the Supreme Court:** In some legal systems, the Supreme Court may serve as the highest appellate court. Cases may be brought to the Supreme Court when there are significant legal issues or constitutional questions at stake. The Supreme Court's decisions can set important legal precedents.

8. **Proceedings in case of discovery of new circumstances of the case:** If new evidence or circumstances arise that were not known or presented during the initial trial, there may be a process for reopening or reviewing the case. This can be important in ensu

Legal Language Tips

Be Objective in Legal Language

Maintaining objectivity is a cornerstone of effective legal communication. In the realm of law, emotions should take a back seat to facts and evidence. By adopting an objective tone, legal documents and communications uphold professionalism and avoid potential bias. This practice ensures that information is presented neutrally, contributing to a fair and balanced portrayal of events.

Emotional: The defendant's shocking behavior enraged the plaintiff.
Objective: The defendant's behavior led to a reaction from the plaintiff.

Emotional: The plaintiff's heartbreaking story moved the jury to tears.
Objective: The plaintiff's testimony had an emotional impact on the jury.

Emotional: The plaintiff's unjust suffering calls for severe punishment.
Objective: The plaintiff's suffering is a factor to be considered in determining an appropriate response.

Emotional: The defendant's actions were so reckless that they deserve harsh condemnation.
Objective: The defendant's actions were reckless and require careful consideration.

Emotional: The plaintiff's testimony is incredibly inspiring and should sway the decision in their favor.
Objective: The plaintiff's testimony presents a perspective for consideration in reaching a decision.

In the emotional tone examples, strong emotional language such as **"shattered", "agony", "despair", "ludicrous", and "heart-wrenching"** is used, which can introduce bias and subjectivity. In contrast, the objective tone maintains a professional and impartial stance, presenting information and assessments in a neutral and factual manner. This objectivity is crucial in the legal field to ensure that judgments and decisions are based on the merits of the case rather than personal emotions or judgments.

Exercises

Translate into English

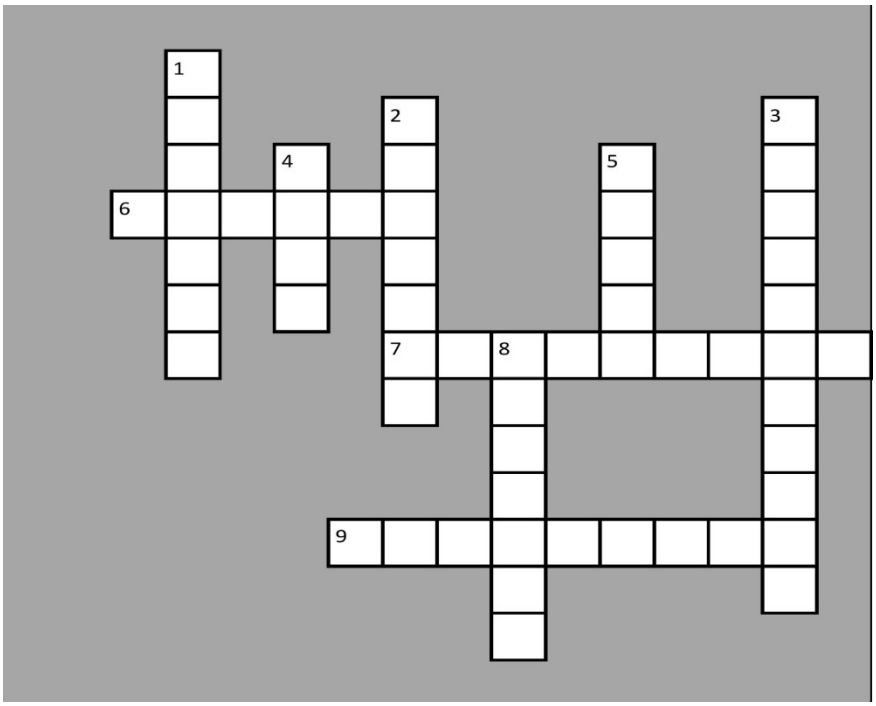
доказ	Фактичні дані, на підставі яких орган досудового розслідування, суд встановлюють наявність чи відсутність фактів та обставин, що мають значення для кримінального провадження.
винний	Особа, яка вчинила кримінальне правопорушення згідно з вироком суду, який набрав чинності.
апеляція	Процес звернення до суду вищої інстанції з метою перегляду та можливої зміни рішення суду нижчої інстанції.
вирок	Судовирішення про винуватість або невинуватість особи.
підозрюваний	Особа, якій у передбаченому законом порядку вручено повідомлення про підозру.
обвинувачений	Особа, обвинувальний акт щодо якої передано до суду.
розслідування	Процесуальна діяльність слідчого, прокурора щодо встановлення фактів, які мають значення для кримінального провадження.
судовий процес	Формальний юридичний процес, під час якого вирішується, чи винна особа у вчиненні кримінального правопорушення, що розглядається в суді.

Write the correct English term

1. The police conducted an _____to gather evidence and establish the facts of the case. *(розслідування)*
2. The_____was found_____of the crime and sentenced to 10 years in prison. *(підсудний, винний)*
3. The defense team plans to the verdict in the higher court. *(оскарження)*
4. After a long_____, the jury finally reached a_____of guilty. *(обмірковування, вирок)*
5. The defendant will have to_____a psychological evaluation before the trial. *(пройти)*
6. The police have a_____in custody but have not yet charged them with a crime. *(підозрюваний)*
7. The_____was complicated and required a lot of time and resources to investigate. *(справа)*
8. The_____involved a bank robbery and several suspects. *(злочин)*
9. The_____is set to begin next week in the county courthouse. *(судовий процес)*

Crossword

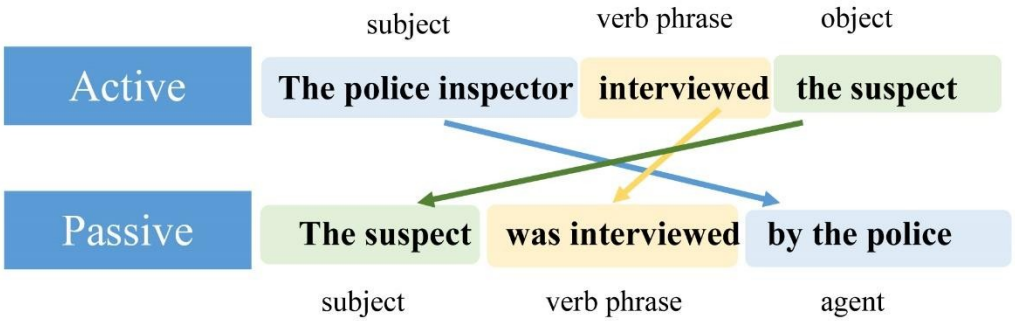
Solve the crossword



1. The act or process of examining a crime, problem, statement, etc. carefully, especially to discover the truth.
2. To think that someone has committed a crime or done something wrong.
3. The hearing of statements and showing of objects, etc. in a law court to judge if a person is guilty of a crime or to decide a case or a legal matter.
4. A person or company in a law case that is accused of having done something illegal, or of harming someone else.
5. If the police arrest someone, they take them away to ask them about a crime that they might have committed.
6. An opinion or decision made after judging the facts that are given, especially one made at the end of a trial.
7. An instance of a particular situation; an example of something occurring.
8. One or more reasons for believing that something is or is not true.
8. A request made to a court of law or to someone in authority to change a previous decision.
9. Serious offense, illegal activity, an act or behavior that is prohibited by law and is punishable by the legal system.

Grammar note

Active voice or passive voice



Active voice is a sentence structure where the subject performs the action of the verb, while passive voice is a sentence structure where the subject receives the action of the verb.

In active voice, the subject of the sentence performs the action, while in passive voice, the subject is acted upon.

For example, in the sentence *"The police chased the criminal",* the subject (the police) performs the action (chased). In passive voice, the sentence would *be "The criminal was chased by the police",* where the subject (the cat) is acted upon (was chased) by the object (the dog).

The use of active voice is generally preferred in writing because it is more direct and concise, while passive voice can be less clear and can obscure the agent responsible for the action. However, there are situations where passive voice is more appropriate, such as when the focus should be on the object being acted upon rather than the agent performing the action.



Active voice or passive voice

Try to fill the gaps below with the right active and passive tenses.

1. Natalia Petrovych: Aged 48.

She stole a 4 month old baby from a pushchair parked outside a shop. Despite appeals from the baby's parents on national TV, the baby _____only_____(return) when Barbara's husband came back from working on an oil rig in the North Sea a month later. The baby_____well_____(look after). Barbara _____(try) to have a baby for 10 years.

2. Sophia Petrova: Aged 29.

She stabbed her husband to death. Her husband_____(persistently beat) her for many years. Police_____(call in) several times by neighbours worried about her, but she refused to press charges. She says she only_____(pick up) the knife in self-defence. She has no previous convictions.

3. James Anderson: Aged 36.

He robbed an old lady in the street. He threatened violence but didn't use any. He has a long record of previous arrests, mainly for shoplifting and pick pocketing but he _____ (not be) in trouble for a while before this incident. He _____ (have) an ill mother and five children and says that he steals to support them.

4. Oliver Williams. Aged 31.

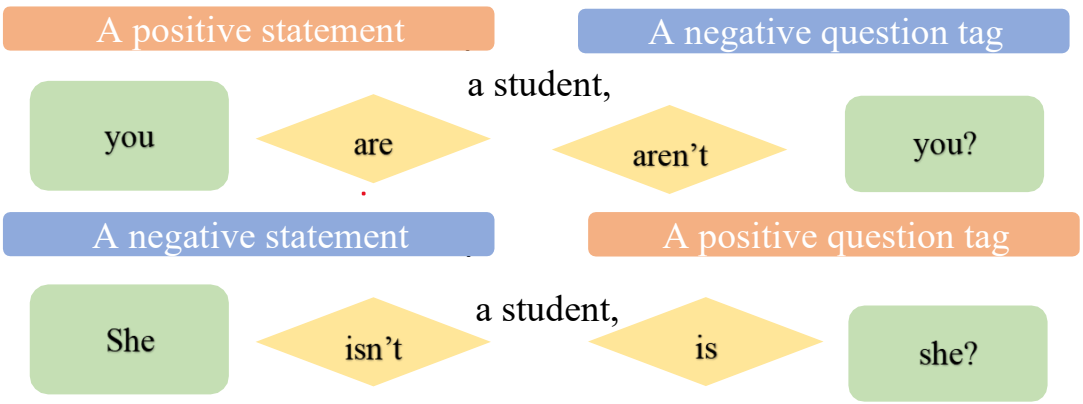
He _____ (arrest) for drunk driving. He _____ (find) after he _____ (drive) his car off the road, but no-one was hurt. He _____ nearly_____(hit) another car 10 minutes before the accident. His team_____(win) the Champion's League and he_____(celebrate) in a pub with friends, but he is also a regular heavy drinker. He is a travelling salesman and so needs to drive for his job, and has a wife and two children to support.

5. Henry Mitchell. Aged 21.

He was arrested and convicted for possession of heroin. After the conviction new evidence _____ (discover) that supports his claim that he bought the drugs only to ease the pain of his dying mother. He is therefore appealing his sentence. In the initial case, a previous conviction for possession of cannabis_____(use) in evidence against him.

Grammar note

Question tags



The basic rule for question tags in English is to use the opposite form of the sentence. If the sentence is in the affirmative or positive form, the question tag should be in the negative form. For example:

- *He is coming, isn't he?*
- *They have finished the project, haven't they?*
- *You like ice cream, don't you?*

If the sentence is in the negative form, the question tag should be in the affirmative or positive form. For example:

- *She doesn't speak Spanish, does she?*
- *They haven't seen the movie, have they?*
- *You don't mind if I sit here, do you?*

The verb in the question tag should always match the subject of the sentence. If the subject is singular, the verb in the question tag should also be singular. If the subject is plural, the verb in the question tag should also be plural. For example:

- *She is studying for her exam, isn't she?*
- *They are going to the party, aren't they?*

Question tags are often used in informal conversation to show interest, encourage a response, or express surprise.

Grammar exercise



Look how the witness has described the suspect earlier and ask question in pairs using question tags.

Description of a suspect

- He was wearing sunglasses.
- He had a mustache.
- He had a beard.
- He was dressed in black.
- He had a baseball cap on.
- He was wearing gloves.
- Hair: short, long, shoulder length, curly, straight, spiky, brown, blond, black, red, in a ponytail.
- Body: skinny, fat, chubby, medium build, muscular, tall, short, average height.
- He moved slowly.

Complete the dialogue

P Your surname's Jones,_____?

S Yes, it is.

P And you're 27,_____?

S Yes, that's right.

P You weren't at home last night at 8.00,_____?

S No, I wasn't. I was at the theatre.

P But you don't have any witnesses,_____?

S Yes, I do. My wife was with me.

P Your wife wasn't with you,_____?

S How do you know?

P Because she was with me. At the police station. We arrested her yesterday.

REMEMBER THIS



Collocation bank

Term	Meaning	Example
Cut down on crime	To reduce the rate of crime	The police are putting effort into a plan to cut down on crime
White-Collar crime	A financial crime typically committed by a business person	White-collar crime is on the rise and is far more difficult to detect
Violent Crime	A crime with violence that physically hurts someone	Reasons for violent crime in these areas are mainly alcohol and firearms misuse combined with youth unemployment
Juvenile Crime	Crime committed by young people, usually not serious	Juvenile crime rates have seen a promising drop in recent years, compared to the spike in the 1990s
Commit Crime	To carry out a crime	The police are interested in finding a person who committed a crime last night



6. THE LANGUAGE OF CORPORATE LAW

6.1. Overview of Corporate Law in Ukraine

6.2. Types of Legal Entities.

6.3. Regulation of Business Entities



Topic: Overview of Corporate Law in Ukraine

Key vocabulary

- **corporate law**
- **corporate governance**
- **limited liability company**
- **additional liability company**
- **joint stock company**
- **incorporation**
- **cessation**
- **one-tier (unitary) board**
- **two-tier (dual) board**
- **the memorandum of association**
- **articles of association**
- **business entities**
- **shareholder**
- **executive body**
- **legal entities**

Read and learn

The legal system of Ukraine is based on civil law which is mainly influenced by the French civil code, Roman Law, and traditional Ukrainian customary law. The laws in Ukraine are often complex, conflicting, and confusing. Important changes are being made to Ukrainian corporate law to enhance corporate governance, increase transparency and accountability for public companies, and further liberalize the operations of private companies. In particular, the Law of Ukraine "On Limited and Additional Liability Companies" has significantly amended corporate governance; the Law of Ukraine "On Joint Stock Companies" has cut the amount of share capital from 1 250 minimum salaries to 200 minimum salaries and represented one-tier (unitary) and two-tier (dual) boards as governance models for joint stock companies.

Corporate law deals with the creation and regulation of business entities. The most common forms of a business entity are companies. **Corporate law of Ukraine** comprises a number of statutory regulations, including codified legal acts. These regulations serve as the primary means of regulating all aspects of incorporation, business operations, corporate governance and cessation of/exit from different types of business entities. General statutory rules are also unfolded in the companies' internal documents (typically, the charter, the memorandum of association and internal regulations).

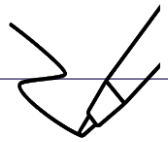
The **hierarchy of corporate regulations** may be described as follows: laws; the charter (the memorandum of association, articles of association, certificate of incorporation); resolutions of shareholders; decisions of executive bodies.

Generally, the activities of legal entities are regulated by both the Ukrainian Civil Code and Commercial Code, as well as the Law "On Companies". Based on the method of legal regulation **corporate law provisions** can be divided as follows:

1) **imperative** (regulations of a strict, imperious nature disallowing any deviations from the rule);

2) **dispositive** (regulations of autonomous nature enabling the parties to independently agree on how to exercise their corporate rights and fulfill duties).

Topic: Overview of Corporate Law in Ukraine



Choose a suitable heading for the paragraphs of the text "Overview of Corporate Law in Ukraine"

Changes made to Ukrainian corporate law

Types of corporate law provisions

The hierarchy of corporate regulations

Statutory regulations

Answer the questions:

1. What statutory regulations does corporate law of Ukraine comprise?
2. What is a hierarchy of corporate regulations in Ukraine?
3. What are the main corporate law provisions based on the method of legal regulation?

Find the following English equivalents in the text:

Корпоративне право, акціонерне товариство; реєстрація товариства; управління корпорацією; Господарський кодекс України; Цивільний кодекс України; Закон України «Про господарські товариства»; Закон України «Про акціонерні товариства»; Закон України «Про товариства з обмеженою та додатковою відповідальністю»; установчий договір акціонерного товариства; статут акціонерного товариства; товариство з обмеженою відповідальністю; товариство з додатковою відповідальністю; суб'єкти господарювання; однорівнева структура управління акціонерним товариством; дворівнева структура управління акціонерним товариством; акціонер; статутний капітал; виконавчий орган; юридична особа.

Decide whether the statements are true (T) or false (F) according to the text:

1. Corporate law deals with the creation and regulation of business entities.
2. Corporate law of Ukraine comprises a number of statutory regulations, including codified legal acts.
3. In Ukraine, joint stock companies have two-tier (dual) boards only.
4. Share capital for Ukrainian joint stock companies cannot be less than the equivalent of 1250 minimum salaries.
5. Imperative provisions are regulations of autonomous nature enabling the parties to independently agree on how to exercise their corporate rights and fulfill duties.

Exercises

Complete the sentences below dealing with corporate law using the verbs in the box:

To pay	To hold	To issue	To incorporate	To invest

1. _____a business means to set up a business and register it as a company.
2. _____money in a company means to put money into a company by buying its shares.
3. _____a share to someone means to officially give the share to someone so that she / he becomes the owner of a part of a company.
4. _____a share means to own a share.
5. _____ dividends means to give a reward to the shareholders for their investment in a company's equity, and it usually originates from the company's net profits.

Complete the sentences below dealing with incorporation using the words in the box:

to be incorporated	**a board of directors**	**shareholders**
legal entity owners	**an ownership stake**	**to share ownership**
a company the advantage dividends	**profits**	**the payment**

Incorporation is the term to describe a business registered with a state to become a separate 1) _____. That business entity often is owned by 2) _____ (even if it is a single-member owned corporation) and may also be overseen by 3) _____.

A company does not need 4)_____to operate a business. Business 5) _____ may elect to operate as a sole proprietorship or a partnership instead. These two legal business forms treat company debt and taxes differently than compared to an incorporated entity.

Another primary difference between legal entities and one of the most important reasons 6) _____may want to incorporate is for 7)_____of issuing shares 8) _____ of the company. Whereas a sole proprietorship or partnership is usually only owned by those operating the company, incorporating allows a business owner to sell 9)_____in part of the business.

As a rule, the shareholders are only responsible for 10) _____of their own shares. As owners, the shareholders are entitled to receive 11)_____of the company, usually in the form of 12)_____The shareholders also elect the directors of the company.

Exercises



Match these terms with their definitions.

Terms	Definitions
Legal Entity Identifier(LEI)	is the governing body of a company, whose members are elected by shareholders to set strategy, oversee management, and protect the interests of shareholders and stakeholders
Incorporation	is a governing body or agency that sets policies for how businesses operate within their jurisdictions
Corporation (company)	is one of the equal parts into which a company's capital is divided, entitling the holder to a proportion of the profits
Shareholder	is a reward paid to the shareholders for their investment in a company's equity, and it usually originates from the company's net profits
Stakeholder	is a unique code that allows each legal entity to be identified on a global database searchable by number instead of by name, as many entities may have similar or the same name; it consists of a combination of 20 letters and numbers
Board of directors	is the legal process used to form a company
Regulator	is a legal entity separate from its owners, made up of individuals, groups, or other corporations, that has the power to conduct business and to own property, assets, and liabilities
Certificate of incorporation	is a party that has an interest in a company and can either affect or be affected by the business, e.g., investors, employees, customers, and suppliers
Share	is a person, company, or institution that owns at least one share of a company's stock or in a mutual fund; essentially owns the company, which comes with certain rights and responsibilities that allow one to reap the benefits of a business's success
Dividend	is a legal document / license relating to the establishment of a company (corporation). It serves the purpose of proving that the company (corporation) has been formed

Quiz

1. Regulations of autonomous nature enabling the parties to independently agree on how to exercise their corporate rights and fulfill duties:

a) dispositive;
b) imperative;
c) shares;
d) dividends.

2. A unique code that allows each legal entity to be identified on a global database:

a) LEI;
b) LLC;
c) JSC;
d) ISIN.

3. A legal document / license proving that the company (corporation) has been formed:

a) share;
b) bond;
c) certificate of incorporation;
d) dividend.

4. A legal entity separate from its owners, made up of individuals, groups that has the power to conduct business and to own property, assets, and liabilities:

a) sole proprietorship;
b) partnership;
c) association;
d) corporation (company).

5. Regulations of a strict, imperious nature disallowing any deviations from the rule:

a) dispositive;
b) imperative;
c) shares;
d) dividends.

6. One of the equal parts that the ownership of a company is divided into, and that can be bought by members of the public:

a) certificate;
b) bond;
c) share;
d) dividend.

7. A person, company, or institution that owns at least one share of a company's stock or in a mutual fund:

a) sole proprietorship;
b) partnership;
c) shareholder;
d) stakeholder.

8. A governing body or agency that sets policies for how businesses operate within their jurisdictions:

a) board of directors;
b) regulator;
c) shareholder;
d) director.

9. A party that has an interest in a company and can either affect or be affected by the business:

a) sole proprietorship;
b) partnership;
c) shareholder;
d) stakeholder.

10. A governing body of a company, whose members are elected to set strategy and oversee management:

a) board of directors;
b) regulator;
c) shareholder;
d) stakeholder.

Topic: Types of Legal Entities

Key vocabulary

- **one-person company**
- **sole proprietorship**
- **for-profit company**
- **nonprofit company**
- **general partnership**
- **partnership in commendam**
- **producer cooperatives**
- **agricultural cooperatives**
- **cooperative associations**
- **limited (silent) partner**
- **public company**
- **private company**

Read and learn

A **legal entity** is a company that is created and registered according to the procedure established by the law of Ukraine (Article 80, Civil Code). A legal entity has certain rights, responsibilities, and liabilities under the law. The primary purpose of this entity is to work under a single name and execute its rights during lawsuits or significant decisions. **Legal entities can be private and public** (Article 81, Civil Code) and have forms of a company, an organization, or other established by law (Article 83(1), Civil Code).

A company is created by uniting persons (participants) who have the right to participate. A company can be set up by one person unless otherwise established by law (Article 83(2), Civil Code). **One-person companies** (OPC) have only one member as their sole owner. They are separate from **sole proprietorships** because OPCs are legal entities distinct from their sole members. Companies can be for-profit or nonprofit (Article 83(2), Civil Code).

An organization is created by one or more persons (founders) who do not participate in its management by combining (allocating) their property to achieve the goal determined by the founders at the expense of the property (Article 83(3), Civil Code).

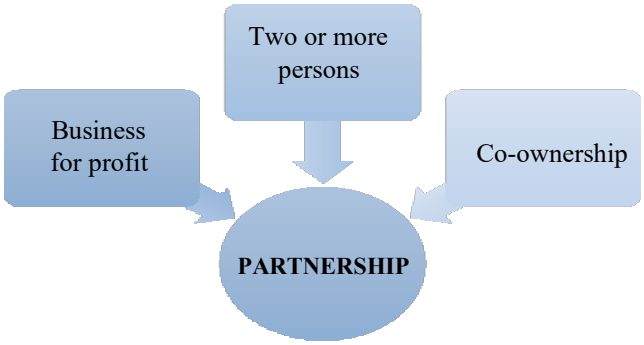
In Ukraine, for-profit companies can be established in the following forms (Article 84, Civil Code):

- **business entities** (e.g., general partnership, partnership in commendam (limited partnership), limited liability company, additional liability company, and joint stock company);
- **cooperatives** (e.g., producer cooperatives, agricultural cooperatives, agricultural cooperative associations).

A **general partnership** is a business arrangement by which two or more individuals agree to share responsibilities, assets, profits, and financial and legal liabilities of a jointly-owned business (Article 119, Civil Code).

In a general partnership, partners agree to be personally responsible for potentially unlimited liability. Partners are responsible for the debts, and the seizure of an owner's assets is a possibility. Furthermore, any partner may be sued for the business's debts.

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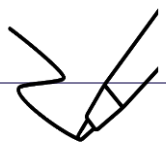


A partnership in commendam (limited partnership) consists of one or more general partners who have the powers, rights, and obligations of partners, and one or more partners in commendam, or limited partners, whose powers, rights, and obligations are limited to the amount of their investments in the partnership. This limited (silent) partner generally does not participate in the management or day-to- day operation of the partnership (Article 133, Civil Code).

A limited liability company (LLC) is a legal entity in which the liability of the members is limited to what they have invested in the company and their personal assets are protected from business liabilities. LLC is one of the most universal and popular types of business entities. Such companies vary in size and scope from a one-man consulting company up to a diversified multinational conglomerate. Both individuals as well as companies can register LLCs in Ukraine. A unique feature of the Ukrainian LLC structure is that capital is divided into participatory interests and not in a number of shares (Article 140, Civil Code). Each member owns a part of the company as prescribed in the statutory document of LLC (the charter).

Additional liability companies (ALC) are legal entities with authorized capital divided into participatory interests the value of which is determined upon the decision of the participants and is reflected in the company's charter. Participants are jointly and severally liable for debts of the company by their individual property in the amount limited pro rata to their parts (Article 141, Civil Code).

Joint stock company (JSC) is a type of legal entity entitled to issue shares (Article 152, Civil Code). The shares must be registered with the National Securities and Stock Market Commission of Ukraine ("Securities Commission"). Also, JSC may be either a public company (when its shares are traded to the public privately or publicly at the stock exchange) or a private company (when its shares are held privately). To be registered JSC has to fulfill a number of legislative pre-registration requirements including shares issue registration with the Securities Commission; obtainment of a temporary certificate on registration of securities issue; assignment of the International Securities Identification Number (ISIN) to shares, conclusion of an agreement on service of the securities issue with a Central Depository; independent appraisal of contributions of shareholders to charter capital; payment of charter capital by JSC's shareholders in full, etc.



Limited Liability Company

- **Registration.** Government registration of LLC is free and the registration can be completed in 1 day.
- **Limited Liability**. Owners' (participants') liability is limited to the amount of their investments in the company. Participants are not personally liable for the company's debts.
- **Founders.** LLC must have a minimum of one and a maximum of 100 participants (individuals or corporate entities and either local or foreign individuals / entity). They are members of the main decision-making body of LLC – the **General Participants' Meeting** (GPM)
- **Authorized capital.** No minimum capitalization required.
- **Directors**. Directors can be one or more individuals (either local or foreign individuals, the latter has to obtain work permit and temporary residence permit). Corporate directors are not permitted. Directors are appointed by the GPM and have to be in labor relations with LLC.
- **Audit Commission**. Controlling body of LLC, which performs supervisory control over director's activity and approves annual financial reporting. According to Ukrainian law Audit Commission has to be appointed by the GPM among participants of LLC in the amount of 3 members. Accordingly, the Audit Commission can be created only if LLC has three or more participants.
- **Company Secretary**. Appointment of a Company Secretary is not required.
- **Governance.** LLC is governed by the following bodies: General Participants' Meeting (GPM); Board of Directors or Director as elected by the GPM; Audit Commission (if any).
- **Compliance.** Ongoing compliance and reporting requirements for LLCs are simple and less regulated by law than for a joint stock company.
- **Registered Address**. LLC must have a local registered address in Ukraine.
- **Transfer of Participatory Interests.** Participatory interests can be freely transferred as described in the company charter. The participatory interests of participants can be expressed in the form of the respective percentages of an LLC's charter capital. Participatory interests in LLC do not qualify as "securities" for the purposes of applicable Ukrainian legislation and, therefore, are not subject to registration with the Securities Commission. LLC requires that all participants be listed in the company charter. Therefore, any change in participants requires the amendment to the company charter.
- **Taxation**. LLCs are taxed at standard corporate tax rates in Ukraine. In general, taxation in Ukraine depends on company size, annual turnover and type of business activity.
- **Accounting**. LLCs must maintain proper accounting records using either national or international IFRS standards of accounting.
- **Best suited for** small to mid-size businesses.

Joint Stock Company

- **Registration.** The registration process is complex because JSC has to fulfill a number of legislative pre-registration requirements.
- **Limited Liability**. Shareholders' liability is limited to the amount of their investments in the company. Shareholders are not personally liable for the company's debts.
- **Founders.** JSC must have a minimum of one shareholder with no limit on the maximum number of shareholders.
- **Authorized capital.** Minimum capitalization cannot be less than the equivalent of 200 minimum salaries, based on the rate effective at the moment the company is established, and must be fully paid by shareholders before registration.
- **Shares and Other Securities**. JSC may issue ordinary and privileged shares and other securities, e.g., bonds.
- **Reserve Capital.** JSC is required to form reserve capital in the amount of 15 % of its paid-up capital.
- **Directors.** Directors are appointed by shareholders via a General Shareholders' Meeting (GSM) or a Supervisory Board under the charter of JSC.
- **Audit Commission**. Controlling body of JSC, which performs annual financial audit and supervisory control over Supervisory Board and Executive body. Members of the Audit Commission are appointed by the GSM.
- **Audit of Accounts.** For Public Joint Stock Companies, annual financial reports are subject to an external independent audit; for Private Joint Stock Companies audit is not mandatory, except number of cases, stipulated by law (including when JSC is owned by a foreign investor for 10 % or more).
- **Company Secretary**. Supervisory Board may appoint Company Secretary.
- **Governance.** JSC is governed by the following bodies: General Shareholders' Meeting (GMS); Supervisory Board; Board of Directors or Director (Executive body); Audit Commission.
- **Compliance.** JSC is more heavily regulated by Ukrainian law, e.g., regulations on protection of minority shareholders' rights, complex procedures of shareholding, publication of financial statements, annual external audit, special election procedure of governing bodies, etc.
- **Registered Address**. JSC must have a local registered address in Ukraine.
- **Transfer of Shares**. There is no need to amend the charter (as shareholders are not listed in the JSC charter), but transfer is proved by securities account statement. Acquiring substantial (10 % and more) and 50 % (and more) share in the charter capital requires shareholder to fulfill a number of legislative procedures.
- **Taxation.** JSCs are taxed at standard corporate tax rates in Ukraine. In general, taxation in Ukraine depends on company size, annual turnover and type of business activity.
- **Accounting.** Public JSCs must use IFRS standards whereas Private JSCs can choose between national or international IFRS standards (with some exceptions stipulated by law).
- **Best suited for** large business entities.

Exercises



Match the type of legal entity with its definition

Types of legal entities	Definitions
1. JOINT STOCK COMPANY (JSC)	a) a type of legal entity participants of which carry out joint entrepreneurial activity and are jointly and severally liable for the company's obligations with all their individual property. The share of each participant is determined in the charter of the company
2. LIMITED LIABILITY COMPANY (LLC)	b) a form of partnership in which there is one or more limited partners (owners) in addition to general partners bearing full liability
3. ADDITIONAL LIABILITY COMPANY (ALC)	c) a type of legal entity with the authorized capital divided into specified number of shares of equal par value. Participation entails limited liability of shareholders, where they can be held liable for the company's obligations only in the amount of their shares. Shares are considered as a type of security and therefore their issuance (either initial or subsequent) is subject to registration with the National Securities and Stock Market Commission of Ukraine
4. GENERAL PARTNERSHIP	d) a type of legal entity with authorized capital divided into participatory interests the value of which is determined upon decision of participants and is reflected in the company's charter. Participants are liable for obligations of the company only in the amount of their contribution to authorized capital
5. LIMITED PARTNERSHIP	e) a type of legal entity with authorized capital divided into participatory interests the value of which is determined upon decision of the participants and is reflected in the company's charter. Participants are jointly and severally liable for debts of the company by their individual property in the amount determined in the company's charter pro rata to their participatory interests

Exercises



Decide whether the statements are true (T) or false (F) according to the text:

1. The primary purpose of legal entity is to work under a single name and execute its rights during lawsuits or significant decisions.
2. A silent partner generally participate in the management or day-to-day operation of the partnership.
3. Joint stock company is a type of legal entity entitled to issue shares.
4. A limited liability company is a legal entity in which the liability of the members is unlimited.
5. A general partnership has general partners and limited partners.

Translate the sentences into English:

1. Юридичною особою є організація, створена і зареєстрована у встановленому законом порядку.
2. Юридична особа наділяється цивільною правоздатністю і дієздатністю, може бути позивачем та відповідачем у суді.
3. Юридична особа може бути створена шляхом об'єднання осіб та/або майна.
4. Юридичні особи поділяються на юридичних осіб приватного права та юридичних осіб публічного права.
5. Юридичні особи можуть створюватися у формі товариств, установ та в інших формах, встановлених законом.
6. Товариством є організація, створена шляхом об'єднання осіб (учасників), які мають право участі у цьому товаристві.
7. Товариство може бути створено однією особою.
8. Товариства поділяються на підприємницькі та непідприємницькі.
9. Установою є організація, створена однією або кількома особами (засновниками), які не беруть участі в управлінні нею, шляхом об'єднання (виділення) їхнього майна для досягнення мети, визначеної засновниками, за рахунок цього майна.
10. Підприємницькі товариства можуть бути створені лише як господарські товариства (повне товариство, командитне товариство, товариство з обмеженою або додатковою відповідальністю, акціонерне товариство) або виробничі кооперативи чи сільськогосподарські кооперативи, сільськогосподарські кооперативні об'єднання.
11. Непідприємницькими товариствами є товариства, які не мають на меті одержання прибутку для його наступного розподілу між учасниками.
12. Для створення юридичної особи її учасники (засновники) розробляють установчі документи, які викладаються письмово і підписуються всіма учасниками (засновниками).

Exercises



Read the information about key features of a limited liability company (LLC) and a joint stock company (JSC), and identify whether these characteristics are the same or different for analyzed legal entities:

Key features	Same for LLC and JSC	Different for LLC and JSC ✓
Registration		
Limited Liability		
Founders		
Authorized Capital		
Shares and Other Securities		
Reserve Capital		
Directors		
Audit Commission		
Audit of Accounts		
Company Secretary		
Governance		
Compliance		
Registered Address		
Transfer of Participatory Interests		
Transfer of Shares		
Taxation		
Accounting		
Best suited for		

- ***Having read the information about the key features of a limited liability company (LLC) and a joint stock company (JSC), identify the advantages and disadvantages of analyzed legal entities.***
- ***Having read the information about a general partnership and a limited partnership, identify the advantages and disadvantages of analyzed legal entities.***

Exercises



A cooperative *is a business organization owned and operated by a group of individuals for their shared benefit. Working together, the individuals can provide themselves with certain advantages. Generally, cooperatives, or co-ops, fall into three main categories: consumer cooperatives, service cooperatives, producer cooperatives.*

Match the type of cooperative with its definition

Type of cooperative	Definition
Consumer Cooperatives	provide a service, rather than goods (e.g., Legal Help). They may offer discounted insurance, banking services, health care, legal advice, etc.
Service Cooperatives	are owned by people who produce similar types of goods or services. The members use the cooperative to more effectively negotiate prices and to access larger markets. The cooperative can further process member products to add value and increase producer returns (e.g., Dairy Co-ops, agricultural cooperatives)
Producer Cooperatives	sell merchandise to their members at reduced prices (e.g., Wholesale Club). By making large purchases, consumer cooperatives can obtain goods at a lower cost. They then pass the savings on to members

Match the common legal terms associated with cooperatives with their definitions

Terms	Definitions
Director	The board of directors elect amongst themselves, usually shortly after the annual meeting, a president (or chairperson), vice president (or vice-chair), a secretary, and a treasurer
Manager	An individual who is not a member of the cooperative but sits with the board of directors, and is elected by the cooperative membership, has no votes on the board, instead serving in an advisory capacity
Member	A person who purchases products or services from the cooperative, including members and non-members
Officers	One of several members of the cooperative who is elected by the membership to a board of directors to govern or control the affairs of the cooperative
Outside director	An individual hired by the board of directors to manage the day-to-day activities of the cooperative. This person is accountable to the board
Patron	A person who joins a cooperative organization

Quiz

1. **Minimum number of members required to form LLC:**
   a) 1;
   b) 2;
   c) 20;
   d) 100.

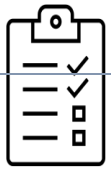
2. **Maximum number of shareholders in JSC:**
   a) 1 000;
   b) 20;
   c) no limit;
   d) 100.

3. **In general partnership, partners liabilities are:**
   a) limited to the capital invested;
   b) unlimited;
   c) limited;
   d) limited to the amount mentioned.

4. **Minimum number of shareholders required to form JSC:**
   a) 1;
   b) 2;
   c) 20;
   d) 100.

5. **Which of the following statements about cooperatives is true?**
   a) all cooperatives are only concerned with retailing;
   b) they are owned by shareholders;
   c) profits are shared equally among members;
   d) workers have no say in decision-making.

6. **A person who purchases products or services from a cooperative, including members and non-members:**
   a) patron;
   b) manager;
   c) officer;
   d) director.



Quiz

7. The most important document of a company is:

a) memorandum of association;
b) balance sheet;
c) annual report;
d) prospectus.

8. Maximum number of members required to LLC:

a) 1;
b) 2;
c) 20;
d) 100.

9. Which is not a feature of a partnership as a legal entity?

a) easy formation;
b) mutual agreement;
c) two or more persons;
d) one-person company.

10. Partners share in the profits and losses of the business; both are equally liable for company debts:

a) limited liability company;
b) joint stock company;
c) general partnership;
d) limited partnership.

Topic: Regulation of Business Entities

Key vocabulary

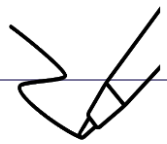
- **authorized capital**
- **taxation**
- **income tax**
- **capitals gains tax**
- **dividend tax**
- **employment tax**
- **corporate income tax**
- **restrictions**
- **licensing**
- **repatriation**
- **appellate process**
- **cassation supervision**

Read and learn

The establishment, maintenance and liquidation of business entities in Ukraine are regulated by the Civil Code of Ukraine, the Commercial Code of Ukraine, the Law of Ukraine "On Companies" (not valid with respect to limited and additional liability companies), the Law of Ukraine "On State Registration of Legal Entities, Private Entrepreneurs and Public Organizations", and a few other laws devoted to specific business structures (e.g., the Law of Ukraine "On Limited and Additional Liability Companies", the Law of Ukraine "On Joint Stock Companies", etc.).

In Ukraine, a business entity is a legal entity with authorized capital divided into shares among the holders. There are following essential factors that must be taken into consideration when choosing a business entity:

- ✓ Ease of incorporation (complexity of incorporation and approvals procedure, required documents, timeline, and other bureaucratic hurdles).
- ✓ Capital (minimum required capital, ease of capital injection, ease of repatriation).
- ✓ Liability (extent of liability protection against business risks).
- ✓ Taxation (income tax, capitals gains tax, dividend tax, employment tax, corporate income tax, and other types of taxes).
- ✓ Compliance and reporting (the complexity of ongoing compliance and reporting requirements).
- ✓ Currency controls (extent of controls on the repatriation of profits, capital, and loan repayments out of the country, controls on injection of capital or loans from overseas).
- ✓ Restrictions on doing business (any restrictions imposed on doing business).
- ✓ Relocation of foreign staff (ease of foreign staff relocation and approval of their work permits).
- ✓ Closing of business (ease of closing or selling the business entity).



Establishing a business entity in Ukraine involves registering in the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organizations, tax authorities, statistics authorities, the pension fund and other social security funds, as well as opening a bank account. For example, LLC can be registered online via Ministry of Justice web portal, free of charge and in less than 24 hours. Founders of a JSC first need to conduct a private offering of shares among themselves, which must be registered with the National Securities and Stock Market Commission for approval and the issuing of shares ownership certificates. A variety of documents must also be submitted to the Ministry of Justice, meaning it can take around three months to complete the JSC registration process.

In addition, a large variety of business activities are subject to government authorization in Ukraine and require operators to be licensed (e.g., pharmaceuticals, power generation, banking and financial services, telecommunication services, education services, data encryption services, etc.).

The licensing conditions relating to each industry vary but generally include requirements relating to personnel, logistics, technology, reporting, charter capital, with a reasonable amount of paperwork required to certify compliance.

Ukrainian law envisages two types of limitations on the ownership structure applicable to all types of legal entities, namely: vertical ownership structure limitation (only a company with no less than two shareholders (legal or natural person) can act as the sole shareholder of a Ukrainian subsidiary company); horizontal ownership structure limitation (one person (legal and / or natural) can be the shareholder of only one single-member Ukrainian subsidiary company).

For the resolution of business-related disputes, a foreign or Ukrainian business entity may apply to an appropriate Ukrainian court or to an appropriate arbitration tribunal or institution within or outside Ukraine. A legal entity's / individual's right to apply to a Ukrainian court may not be waived by contract, not even by an arbitration agreement between the parties. In addition, a number of legislative acts have been enacted to protect the rights of shareholders and other owners of commercial enterprises from unlawful corporate takeovers. These amendments to the rules of commercial and civil court procedure, as well as to the provisions of corporate legislation, substantially improved the consideration of corporate disputes by the courts. The appellate process is carried out by the appellate courts of general jurisdiction, appellate commercial courts and appellate administrative courts. Cassation supervision is carried out by the relevant cassation specialized court in the structure of the Supreme Court.

Exercises



Decide whether the statements are true (T) or false (F) according to the text:

1. A large variety of business activities are subject to government authorization in Ukraine and require operators to be licensed.
2. Founders of a JSC can register the company online via Ministry of Justice web portal, free of charge and in less than 24 hours.
3. In Ukraine, a business entity is a legal entity with authorized capital divided into shares among the holders.
4. Founders of a LLC first need to conduct a private offering of shares among themselves, which must be registered with the National Securities and Stock Market Commission for approval and the issuing of shares ownership certificates.
5. Ukrainian law envisages the one type of limitations on the ownership structure applicable to all types of legal entities.

Match the verbs (1–4) with their definitions (a–d)

Verbs	Definitions
1) accrue (benefits)	a) 1) to remove someone from their job, usually because they have done something wrong; 2) to cease to consider, to put out of judicial consideration
2) dismiss (members)	b) to make use of / apply something
3) exercise (control)	c) to limit someone or something
4) restrict (powers)	d) to increase in number or amount over a period of time, especially in a financial sense

Complete these sentences using exercise, restrict, accrue or dismiss:

1. You can analyze and adopt viable financial measures that will_____huge benefits to the general performance of a person or a business entity.
2. One important Commercial Code provision may_____some of the freedom of directors to grant options without shareholder approval.
3. The CEO resigned when the board tried to_____greater control over the company's bankruptcy plan.
4. The annual general shareholders' meeting has authority to elect or _____ member directors of the board.

Exercises

Match the sentences to make up the dialogue. Explain the words in italics.

1. Hello, John, it's so nice to see you. I need some legal advice. Tom and I are thinking of ***incorporating***.

a) At first you have to apply for a ***corporate charter***. You want to issue and sell shares in exchange for ***investment capital***, don't you?

2. Oh, yes. We have a success. Now some businessmen are interested in investing with us. Could you explain me what sort of ***legal procedure*** I have to follow to form a corporation?

b) It does. It also has the right to own property, to buy and sell, and ***right to sue and be sued***.

3. Exactly.

c) Hello, Sam. You are going to expand, aren't you? It seems that your ***partnership*** has been doing very well.

4. Does that mean we elect our ***Board of Directors***, adopt ***Memorandum*** and choose the company's officers?

d) After you obtain the charter the ***shareholders***, as owners, hold a meeting to organize the corporation.

5. Yes, I see it. By the way, does a corporation have ***limited liability***?

e) That's what I mean. Though the ***officers of the company*** supervise daily management, the shareholders always have final authority. They vote at ***annual meetings.***

6. I see. The ***corporation*** acts like a person. It has the right of an individual.

f) You are right.

Exercises



Complete the table below to show which of the verbs in the box can be used with meeting and resolution. You may need to consult a dictionary.

adopt arrange attend authorize call cancel draft endorse introduce pass preside at oppose schedule table

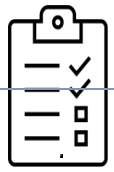
Meeting	Resolution

Which word in each group is the odd one out? You may need to consult a dictionary to distinguish the differences in meaning.

1.	asset	dividend	equity	share
2.	obligatory	compulsory	discretionary	mandatory
3.	suggest	involve	entail	imply
4.	postpone	relinquish	cede	waive
5.	consequently	therefor	therefore	accordingly

Add the prefixes in-, ir-, if-, ab- or un- to each of these words to form its opposite.

legal	illegal
normal	
limited	
restricted	
dependent	
likely	
respective	
comparable	
direct	
formal	



Quiz

1. An official decision that is made after shareholders have voted:

a) solution;
b) resolution;
c) dissolution;
d) motion.

2. The legal process used to form a corporate or a company is:

a) incorporation;
b) a franchise;
c) liquidity;
d) easy formation.

3. The owners in a LLC are called:

a) members;
b) managers;
c) shareholders;
d) partners.

4. Which one of the following is not the content of the Memorandum of Association?

a) Name clause;
b) Registered office clause;
c) Board of directors clause;
d) Objects clause.

5. What is the name of a person who owns a part of a corporation?

a) stakeholder;
b) shareholder;
c) trust agent;
d) chairman.

6. A limited liability partnership for doing business is:

a) a partnership in which some or all of the parties have limited liability and one partner is neither responsible nor liable for another partner's misconduct;

b) a single owner of a business who receives all the profits for the business and is legally responsible for activities of the business;

c) a company where the shares are traded on a stock exchange and dividends are paid to the shareholders;

d) a voluntary association of two or more persons for carrying on a business as co-owners for profit where the partners are personally liable for all debts and obligations.

7. Key players in good corporate governance are:

a) directors and management of corporation;
b) audit committee members;
c) shareholders;
d) all of the above.

8. A general partnership for doing business is:

a) a partnership in which some or all of the parties have limited liability and one partner is neither responsible nor liable for another partner's misconduct;
b) a single owner of a business who receives all the profits for the business and is legally responsible for activities of the business;
c) a company where the shares are traded on a stock exchange and dividends are paid to the shareholders;
d) a voluntary association of two or more persons for carrying on a business as co-owners for profit where the partners are personally liable for all debts and obligations.

9. A sole proprietorship for doing business is:

a) a partnership in which some or all of the parties have limited liability and one partner is neither responsible nor liable for another partner's misconduct;
b) a single owner of a business who receives all the profits for the business and is legally responsible for activities of the business;
c) a company where the shares are traded on a stock exchange and dividends are paid to the shareholders;
d) a voluntary association of two or more persons for carrying on a business as co-owners for profit where the partners are personally liable for all debts and obligations.

10. "A good corporate citizen is increasingly seen as one that is non-discriminatory, non-exploitative and responsible with regard to environmental and human rights issues". Above statement refers to the element of corporate governance:

a) accountability;
b) transparency;
c) regulatory framework;
d) business ethics and social responsibility.

Corporate Law Word Search

corporate law partnership joint stock company
producer cooperative corporation share dividend board
legal entity incorporation memorandum business entity

C	C	O	R	P	O	R	A	T	E	P	L	A	W
M	E	M	O	R	A	N	D	U	M	A	O	D	O
J	O	I	N	T	S	T	O	C	K	R	C	I	S
C	P	R	O	D	U	C	E	R	X	T	O	V	H
L	E	G	A	L	X	O	C	O	B	N	M	I	A
C	F	F	E	N	T	I	T	Y	O	E	P	D	R
T	C	C	O	O	U	X	O	T	A	R	A	E	E
F	F	A	F	T	X	X	O	U	R	S	N	N	L
Z	U	O	O	T	U	Q	Z	Q	D	H	Y	D	K
S	F	C	O	R	P	O	R	A	T	I	O	N	M
X	Z	X	F	H	M	K	M	W	Q	P	X	X	G
B	U	S	I	N	E	S	S	E	N	T	I	T	Y
C	O	O	P	E	R	A	T	I	V	E	G	P	G
I	N	C	O	R	P	O	R	A	T	I	O	N	X



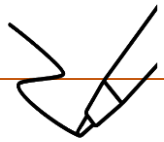
7. OTHER SPHERES OF LAW

7.1. Intellectual Property Rights in Ukraine

7.2. Employment Law of Ukraine



Topic: Intellectual Property Rights in Ukraine



Key vocabulary

- **IPR protection**
- **creators**
- **owners**
- **literary and artistic works**
- **software**
- **inventions**
- **trademarks**
- **international agreements**
- **patents**
- **corruption**
- **piracy**
- **counterfeiting**

Read and learn

Intellectual property rights (IPR) are protected in Ukraine through various laws and regulations. The legal framework for IPR protection includes the Law of Ukraine on Copyright and Related Rights, the Law of Ukraine on Protection of Rights to Inventions and Utility Models, the Law of Ukraine on Protection of Rights to Trademarks for Goods and Services, and the Law of Ukraine on Protection of Rights to Industrial Designs. These laws provide legal **protection** for **creators** and **owners** of various types of intellectual property, including **literary and artistic works**, **software**, **inventions**, **trademarks**, and **industrial designs**. In addition to these laws, Ukraine is also a signatory to various international agreements and treaties, including the Berne Convention for the Protection of Literary and Artistic Works and the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS). The State Intellectual Property Service of Ukraine is responsible for the registration and protection of intellectual property rights in the country. It is the central government body that carries out the state policy in the field of protection and use of intellectual property rights, issues **patents**, and provides legal and informational support to intellectual property owners.

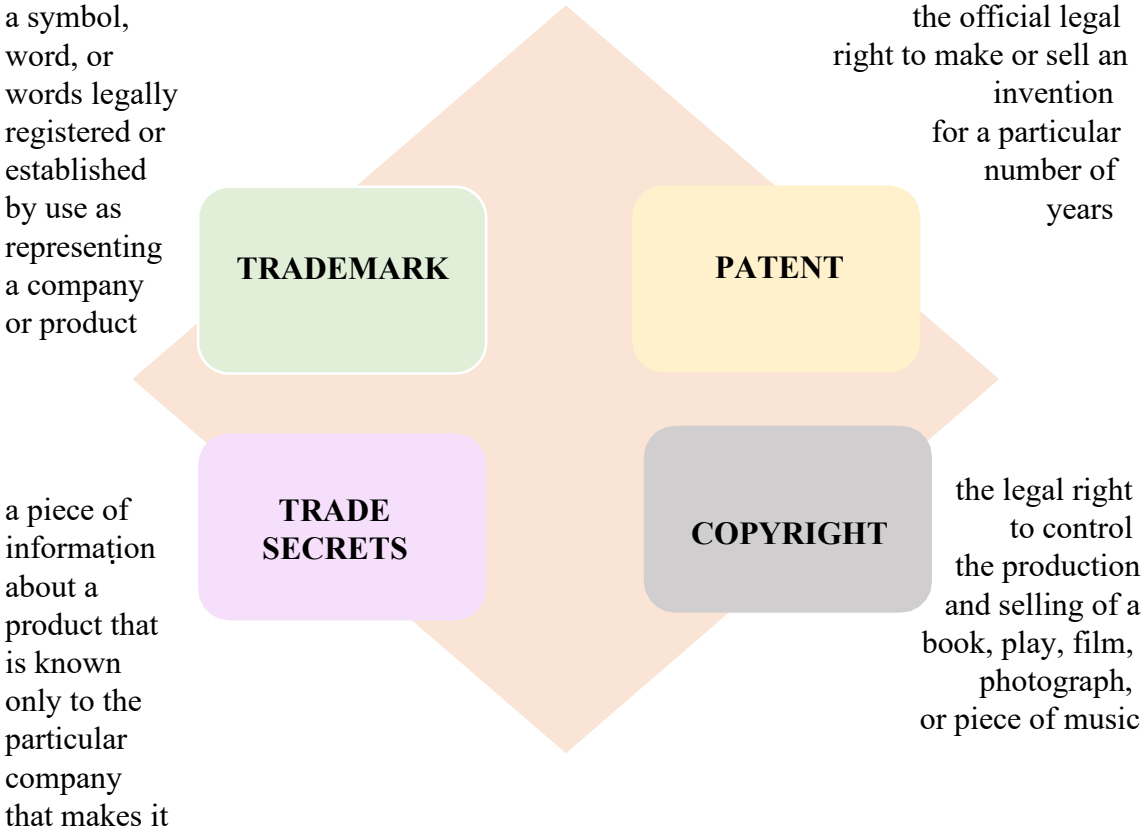
However, despite the legal framework for IPR protection in Ukraine, there are still challenges and issues related to enforcement and protection of intellectual property rights. These include issues with **piracy** and **counterfeiting**, weak enforcement mechanisms, and **corruption**. Efforts are being made by the Ukrainian government and international organizations to address these issues and improve the protection of intellectual property rights in the country.

Topic: Intellectual Property Rights in Ukraine

Study the main words and their definitions

Word	Definition
Copyright	Exclusive rights given to the creator of an original work of authorship
Trademark	A symbol, word, or phrase used to identify and distinguish goods or services
Patent	Exclusive rights given to inventors of new inventions for a certain period of time
Trade secret	Confidential information that provides a business with a competitive advantage
Infringement	Unauthorized use of intellectual property that violates the owner's exclusive rights
Fair use	Limited use of copyrighted material without permission for certain purposes
License	Legal agreement between the owner of intellectual property and another party
Piracy	Unauthorized use or reproduction of intellectual property, particularly in digital media
Enforcement	Process of enforcing intellectual property rights
Innovation	Creation or development of new ideas, products, or processes that can be protected by intellectual property rights

Intellectual property includes:

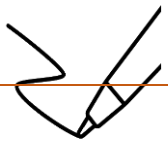


Author's rights in Ukraine

Author is the one who is the source of some form of intellectual or creative work; especially, one who composes a book, article, poem, play, or other.

Tangible rights refer to the physical or material aspects of the work, such as its reproduction, distribution, or display. **Intangible rights**, on the other hand, are more related to the author's relationship with their work, such as the right to be recognized as the author, the right to protect the work from distortion, mutilation, or modification, and the moral rights that protect the author's reputation and honor.

It is important to note that both tangible and intangible rights are equally important and together provide a comprehensive set of rights that protect the author's work and their relationship with it.



Type of Right	Examples
Tangible Rights	Books, paintings, sculptures, music recordings, films, software, physical prototypes
Intangible Rights	Trademarks, patents, trade secrets, copyrights, designs, brand names

In Ukraine, author's rights are protected under the Law of Ukraine "On Copyright and Related Rights" which was adopted on December 23, 1993, and has been subsequently amended.

Under this law, the author of a work has exclusive rights to use, authorize or prohibit the use of their work by others. The rights of the author include the right to reproduce, distribute, perform, broadcast, and make derivative works based on their original work.

In addition to the author's rights, the law also recognizes the rights of performers, producers of sound recordings, and broadcasting organizations. The rights of these parties are protected separately from the rights of the authors.

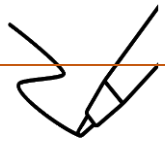
The term of protection for author's rights in Ukraine is the author's lifetime plus 70 years after their death. The law also provides for moral rights, such as the right to attribution and the right to integrity, which protect the author's reputation and honor.

In case of infringement of author's rights, the law provides for civil and criminal remedies, including damages, injunctions, and criminal sanctions.

It is worth noting that Ukraine is a signatory to several international treaties and agreements on intellectual property, including the Berne Convention for the Protection of Literary and Artistic Works, the Universal Copyright Convention, and the TRIPS Agreement, which further strengthen the protection of author's rights in Ukraine.

Discuss the famous quote:

> ***Intellectual property has the shelf life of a banana***
>
> Bill Gates



Here is an example of the tangible and intangible aspects of author's rights:

Tangible Rights	Description
Reproduction	The right to physically reproduce copies of the work
Distribution	The right to physically distribute copies of the work
Public Performance	The right to physically perform the work in public
Public Display	The right to physically display the work in public
Adaptation	The right to physically create derivative works based on the original work

Intangible Rights	Description
Attribution	The right to be identified as the author of the work
Integrity	The right to object to any distortion, modification, or mutilation of the work that could harm the author's reputation
Publication	The right to determine when and how the work is made available to the public
Paternity	The right to control the first publication of the work
Right of Withdrawal	The right to withdraw the work from circulation or publication in certain circumstances

Note that the tangible and intangible aspects of author's rights are often closely intertwined and can overlap in various ways. This table is intended as a general example of the types of rights that may be included in each category, but it is not exhaustive or definitive.

The duration of copyright

• The duration of copyright in Ukraine: According to the Law of Ukraine on Copyright and Related Rights, the duration of copyright in Ukraine is the life of the author plus 70 years. This means that after the death of the author, their works are protected for 70 years.

• The duration of copyright in Europe varies depending on the country. The European Union (EU) has harmonized the minimum duration of copyright protection to be the life of the author plus 70 years, which is the same as in Ukraine. However, some EU countries, such as Spain, France, and Italy, have extended the copyright protection term for certain works, such as cinematographic works, to 80 years or more.

Author's Lifetime: The copyright protection for most works lasts for the life of the author plus 70 years after the author's death. This means that during this period, only the copyright holder (or their heirs) has the exclusive right to reproduce, distribute, adapt, and perform the work.

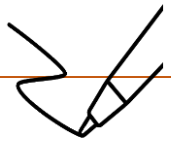
Anonymous and Pseudonymous Works: For works published anonymously or under a pseudonym, the copyright protection lasts for 70 years from the date of publication.

Collective Works: In the case of collective works (such as anthologies or encyclopedias), the copyright lasts for 70 years from the date of publication.

Posthumous Works: If a work is published posthumously, the copyright lasts for 70 years from the date of publication, provided that it is published within 70 years after the author's death.

Public Domain: Once the copyright protection period has expired, the work enters the public domain. This means that the work is no longer protected by copyright and can be freely used by anyone without the need for permission or payment.





Steps and duration of copyright in Ukraine starting from the creation are:

Creation of the Work: Copyright protection in Ukraine begins automatically when an original work of authorship is created and fixed in a tangible form. This could include writing, music composition, visual art, software code, and more.

Originality Requirement: The work must be original, which means it should be the result of the author's creative effort and not simply a copy of someone else's work. Originality is a key factor in determining whether a work is eligible for copyright protection.

Registration (Optional): While copyright protection is automatic upon creation, creators have the option to register their works with the Ukrainian State Intellectual Property Service (Ukrpatent). Registration provides a public record of the work's existence and the copyright holder's claim. However, registration is not a mandatory step for copyright protection.

Copyright Notice: While not a legal requirement, including a copyright notice on the work can help inform the public of your copyright claim. The notice typically consists of the © symbol, the year of publication, and the copyright owner's name.

Duration of Protection: Copyright protection in Ukraine lasts for the life of the author plus 70 years after the author's death. Different durations may apply to works published anonymously, pseudonymously, collectively, or posthumously, as mentioned in the previous response.

Exclusive Rights: The copyright holder (author or their heirs) is granted exclusive rights to reproduce, distribute, adapt, perform, and display the work. Others must seek permission to use the work in these ways.

Enforcement: In case of copyright infringement, the copyright holder has the right to enforce their rights through legal means, such as sending cease-and-desist letters or taking legal action in court.

Fair use vs copyright infringement

In Ukraine, fair use and copyright infringement are governed by the Law of Ukraine on Copyright and Related Rights. The law allows for limited use of copyrighted material for certain purposes such as criticism, review, news reporting, teaching, scholarship, research, and private use.

However, the law does not have a specific provision for fair use like in the United States. Instead, it provides for specific exceptions to copyright infringement, such as the right to quote from a copyrighted work for the purpose of criticism or review, or for scientific or educational purposes.

If a person uses copyrighted material in a way that is not covered by these exceptions, it may be considered copyright infringement. The copyright holder has the right to take legal action to protect their rights and seek compensation for any damages incurred.

A copyright notice

A copyright notice is a statement that informs the public that a work is protected by copyright law. It generally includes the copyright symbol ©, the year of first publication, and the name of the copyright owner.

Although it is not a legal requirement, displaying a copyright notice can help to deter infringement, identify the copyright owner, and provide a means of contact for obtaining permission to use the work.

An example of a copyright notice might be:
© 2023 Jane Smith. All rights reserved.

This would indicate that Jane Smith is the copyright owner and that the work was first published in 2023. The statement "All rights reserved" means that the copyright owner reserves all rights under copyright law, including the right to reproduce, distribute, and create derivative works based on the original.



Legal Language Tips

Use Formal Tone

In legal communication, speaking formally is crucial for showing respect and seriousness. This helps convey your message clearly and professionally, especially when discussing legal matters. Using formal language enhances professionalism and ensures that your message is taken seriously in legal contexts.

Informal: We gotta adhere to the deadline. **Formal:** We must adhere to the deadline.

Exercises

Fill in the blanks with the correct term from the table to complete the sentences.

1. The right to physically distribute copies of a book is an example of a _____right.

2. The right to control the first publication of a poem is an example of a _____right.

3. The right to object to any distortion, modification, or mutilation of a painting that could harm the artist's reputation is an example of an_____right.

4. The right to physically perform a song in public is an example of a _____right.

5. The right to withdraw a movie from circulation or publication in certain circumstances is an example of a_____right.

6. The right to be identified as the author of an article is an example of an _____right.

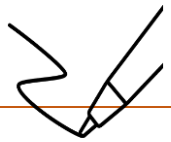
7. The right to physically reproduce copies of a play is an example of a _____right.

8. The right to determine when and how a photograph is made available to the public is an example of a_____right.

9. The right to physically display a sculpture in public is an example of a _____right.

10. The right to physically create a new painting based on an existing one is an example of a_____right.





Patent Law and Trade secrets

A **patent** is a form of intellectual property that provides the owner with exclusive rights to prevent others from making, using, selling, or importing an invention for a limited period of time, usually 20 years from the date of filing.

In exchange for this exclusivity, the patent owner is required to publicly disclose the details of the invention in a patent application. A patent may be granted for a new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. The purpose of the patent system is to encourage innovation by providing inventors with a way to profit from their inventions and to promote the progress of science and technology by making information about new inventions publicly available.

Patent law in Ukraine is regulated by the Law of Ukraine "On Protection of Rights to Inventions and Utility Models" and the Law of Ukraine "On Protection of Rights to Trademarks for Goods and Services". The Ukrainian Patent Office is responsible for granting patents and trademarks in Ukraine.

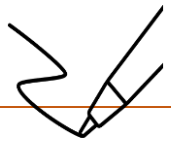
What can be patented in Ukraine?

In Ukraine, the following inventions and utility models can be patented:

1. Inventions: An invention is any technical solution in any field of technology that is new, involves an inventive step, and is industrially applicable. An invention can be a product, a process, or an improvement of an existing product or process.

2. Utility models: A utility model is a technical solution that is new and industrially applicable. Unlike inventions, utility models do not require an inventive step. A utility model can be a product or a process.

> ***If people had understood how patents would be granted when most of today's ideas were invented, and had taken out patents, the industry would be at a complete stand still today.***
>
> *Bill Gates*



To be eligible for a patent in Ukraine, the invention or utility model must meet the following criteria:

Novelty: The invention or utility model must not have been made available to the public anywhere in the world before the date of filing the patent application.

1. Inventive step: The invention or utility model must not be obvious to a person skilled in the relevant field of technology.

2. Industrial applicability: The invention or utility model must be capable of being made or used in an industrial process.

It's worth noting that certain subject matter, such as discoveries, scientific theories, mathematical methods, and computer programs as such, are not eligible for patent protection in Ukraine.

Answer the questions

1. What is an invention according to Ukrainian patent law?
2. What is a utility model according to Ukrainian patent law?
3. What are the eligibility criteria for a patent in Ukraine?
4. What does the novelty criterion mean in the context of patentability in Ukraine?
5. What is the purpose of the inventive step criterion in Ukrainian patent law?
6. Which subject matter is not eligible for patent protection in Ukraine?
7. How do you understand the quotes of Bill Gates on pages 162 and 168?



Legal Language Tips

Be clear

Avoid **ambiguity*** and **grey** areas. Use the active voice to make it clear who should do what, such as "The seller shall deliver the goods", rather than "the goods shall be delivered".

Unclear: The contract contains several issues. **Clear:** The contract addresses five key issues.

***Ambiguity** (n.): when there are contradictory interpretations of a text.

Key vocabulary

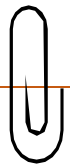
- **confidential information**
- **disclosure**
- **reasonable steps**
- **limit access**
- **security measures**
- **competitive advantage**
- **unauthorized access**

Read and learn

Trade Secrets: Trade secrets in Ukraine are protected by the Law of Ukraine "On Protection of Trade Secrets". This law defines a trade secret as any **confidential information** that is known only to a limited number of individuals and is of significant economic value to the owner of the information. The law provides for civil and criminal remedies in case of unauthorized **disclosure** of trade secrets.

Unlike patents, trade secrets do not require registration with a government agency. Instead, companies must take **reasonable steps** to keep their trade secrets confidential and limit access to them. This can include requiring employees to sign non-disclosure agreements, restricting access to sensitive information on a need-to-know basis, and implementing physical and digital **security measures** to prevent unauthorized access.

The protection of trade secrets is important for many businesses, as they can provide **a competitive advantage** and contribute to the success of the company. In many countries, including the United States, the theft or misappropriation of trade secrets is a criminal offense, and companies can take legal action to protect their trade secrets and seek damages if their trade secrets are stolen or disclosed without authorization.



Match the word and the definition

Term	Description
Utility Model	A legal protection granted to inventors to exclude others from making, using, or selling their invention for a limited period of time.
Patent	Any technical solution in any field of technology that is new, involves an inventive step, and is industrially applicable. An invention can be a product, a process, or an improvement of an existing product or process.
Novelty	A technical solution that is new and industrially applicable. Unlike inventions, utility models do not require an inventive step.
Invention	The invention or utility model must not have been made available to the public anywhere in the world before the date of filing the patent application.
Trade Secret	The invention or utility model must not be obvious to a person skilled in the relevant field.
Confidential	The invention or utility model must be capable of being made or used in an industrial process.
Inventive Step	A confidential and valuable business information that gives a company a competitive advantage over its competitors.
Industrial Applicability	A information that is not publicly disclosed and must be protected from unauthorized access or disclosure.



Quiz

1. What does IPR stand for?

a) International Property Rights;
b) Intellectual Property Regulations;
c) Intellectual Property Rights;
d) Industrial Property Regulations.

2. Which laws protect IPR in Ukraine?

a) Law of Ukraine on Copyright and Related Rights;
b) Law of Ukraine on Protection of Rights to Inventions and Utility Models;
c) Law of Ukraine on Protection of Rights to Trademarks for Goods and Services;
d) All of the above.

3. Which types of intellectual property are protected by the laws in Ukraine?

a) Literary and artistic works;
b) Software;
c) Inventions;
d) Trademarks and industrial designs;
e) All of the above.

4. What is the State Intellectual Property Service of Ukraine responsible for?

a) Enforcement of IPR in Ukraine;
b) Registration and protection of IPR in Ukraine;
c) Both A and B;
d) None of the above.

5. What are some of the challenges related to the enforcement and protection of IPR in Ukraine?

a) Piracy and counterfeiting;
b) Weak enforcement mechanisms;
c) Corruption;
d) All of the above.

6. Which international agreements is Ukraine a signatory to for the protection of IPR?

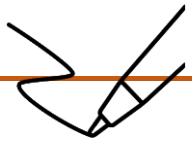
a) Berne Convention for the Protection of Literary and Artistic Works;
b) Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS);
c) Both A and B;
d) None of the above.

7. Who provides legal and informational support to intellectual property owners in Ukraine?

a) The State Intellectual Property Service of Ukraine;
b) The Ministry of Justice;
c) The Supreme Court of Ukraine;
d) None of the above.

8. Are there any ongoing efforts to improve the protection of IPR in Ukraine?

a) Yes, by the Ukrainian government and international organizations;
b) No, there are no efforts being made;
c) It is unclear.



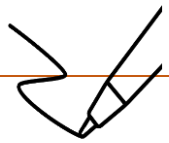
Study the vocabulary in the box related to employment.

a) To do shiftwork / to work shifts
b) To be on flexi-time (to have flexible working hours)
c) To work nine-to-five (to have regular day work)
d) To work overtime
e) To be on / take maternity (woman) or paternity (man) leave
f) To / take retirement
g) To apply for a job
h) To go / be on strike
i) To be on / take sick leave
j) To be promoted
k) To get the sack
l) To be fired
m) To do for a living / to make a living
n) To be made redundant / to be laid off (more informal than made redundant')
o) To be a workaholic
p) To work unsociable hours
q) To work on a reduced working time basis
r) An unmeasured working time (open-ended working day)

Match the words or phrases from the above with their corresponding definitions or explanations from the bellow.

1. Working additional hours beyond the regular schedule.
2. Taking time off from work for health reasons.
3. A person who is excessively dedicated to their work.
4. A period of time off work for a new mother or father.
5. The time between 9 a.m. and 5 p.m., representing regular working hours.
6. Being dismissed from a job.
7. The process of seeking employment.
8. Working on a part-time or flexible schedule.
9. Working hours that are not typical for social activities.
10. Working without a fixed daily schedule.
11. Being given a higher position or job within a company.
12. Working shifts at different times of the day or night.
13. The practice of leaving one's job after reaching a certain age.
14. Making money to support oneself.
15. Working fewer hours than the standard full-time schedule.
16. Taking industrial action to protest workplace conditions.
17. Being laid off from a job due to redundancy.

Topic: Employment Law



Determine if the following statements are true (T) or false (F) based on the provided vocabulary.

1. "Shiftwork" refers to having a fixed daily work schedule.
2. "Maternity leave" applies to men, while "paternity leave" applies to women.
3. "Redundant" is a formal term for being laid off from a job.
4. "Flexible working hours" means having a rigid work schedule.
5. "Overtime" is when you work fewer hours than usual.
6. "Unmeasured working time" is another term for a fixed 9-to-5 schedule.
7. "To get the sack" is a positive expression meaning to get promoted.
8. "Workaholic" describes someone who is not dedicated to their job.

Read the sentences and fill in the gaps with the words from the vocabulary list.

1. She used to **d**_____**sh**_____at the factory, which meant her schedule was constantly changing.
2. John's company offers **f**_____, allowing employees to adjust their working hours to suit their needs.
3. After years of **w**_____ **n**_____, Sarah decided to pursue a career with more flexible hours.
4. Due to the increased workload, the team had to **w**____ **o**_____for several weeks.
5. Emily is about to **t**_____**m**_____**l**_____-to care for her newborn baby.
6. Mark decided to **t**____ **r**_____ after a long and successful career in finance.
7. James is planning to **a**_____**for a job** at the new tech startup in town.
8. Dissatisfied with their working conditions, the employees decided to **go on** _____for better benefits.
9. Lisa had to **t**_____**s**_____**l**_____because of a severe flu.
10. Jenny was recently **p**_____to the position of department manager.
11. Unfortunately, due to budget cuts, several employees had to **be made r** _____last month.
12. Tom **is a w**_____who rarely takes time off from his job.
13. Some professions require individuals to **w**____ **u**_____ **h**_____, including weekends and holidays.
14. The company implemented a **r**_____ **w**_____ **t**_____ **b**_____to accommodate employees' personal needs.
15. In the creative industry, there's often **u**_____ **w**_____ **t**_____, and people work whenever inspiration strikes.
16. After multiple warnings, he eventually **got the s**_____for consistently arriving late to work.
17. She was unfairly **f** _____ from her job without proper cause, and she's considering legal action.

Topic: Employment Law of Ukraine

Key vocabulary

- **Labor**
- **Employment**
- **Employer**
- **Employee**
- **Trade union**
- **On behalf of**
- **Wages**
- **Working conditions**
- **Vacation**

Read and learn

Main Sources of Ukrainian Labor and Employment Law

In Ukraine, labor and employment laws have been meticulously structured to ensure a balanced ecosystem for both employers and employees, trade union members and non-unionized employees. This equilibrium is maintained through a detailed legislative framework, which encompasses several statutes and legal documents. The law of Ukraine is attentive to every employee's request and takes into consideration the specific needs of groups such as those employing ten or more employees, those experiencing temporary disability, or those considered protected employees.

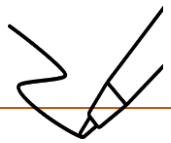
The Constitution of Ukraine

Adopted at the 5th session of the Verkhovna Rada of Ukraine on behalf of Ukrainians, the Constitution of Ukraine is the fundamental and primary law of Ukraine. It is the basis at which all other legal acts and laws conform to.

Labor Code of Ukraine

The Labor Code of Ukraine is a dedicated legal document that extensively details employment laws. This code is focused on the employer-employee relationship, emphasizing elements such as contract law, wages, working hours, working conditions, vacation and leave policies, and occupational safety standards. It sets forth principles such as the national minimum wage, the rights and duties of employee representatives, and how to address employment-related complaints. It also outlines regulations regarding zero-hours contracts and mandates that all legal processes should be resolved within specified calendar days.

The Labor Code also includes provisions for overtime work with a written agreement, the employee's remuneration, and procedures for the termination of employment. The Code derives its principles from both the civil law and the law of Ukraine.



Supplementary Laws

Additional to the Labor Code and the Constitution, several other specific laws come into play. These laws often deal with an employee's request for certain conditions, require the employee's consent for particular actions, or outline the process for salary payments following termination of employment.

For example, the Law on Employment controls issues related to employment promotion, social protection against unemployment, and occupational retraining. The Law on Collective Contracts and Agreements determines the procedure for the development, conclusion, implementation, and monitoring of collective contracts and agreements. The Law on Remuneration of Labor outlines the structure and amount of remuneration for work according to its quantity and quality.

State whether the following statements are true or false based on the text:

1. Ukraine's labor laws primarily benefit employers and do not consider the needs of employees.
2. The Constitution of Ukraine is a secondary law that is subordinate to other legal acts and laws.
3. The Labor Code of Ukraine does not address issues related to overtime work or the termination of employment.
4. The Law on Employment in Ukraine primarily focuses on regulating individual employment contracts.

No one gains from fair employment law and legislation if there is no employment to be had.

John F. Kennedy



Quiz

1. What is the primary purpose of Ukraine's labor and employment laws?

a) To favor employers over employees;
b) To establish a balanced ecosystem for both employers and employees;
c) To limit the rights of trade union members;
d) To exclude non-unionized employees from legal protections.

2. According to the text, which groups of employees have their specific needs considered by Ukrainian labor laws?

a) Only trade union members;
b) Only non-unionized employees;
c) Those employing less than ten employees;
d) Those employing ten or more employees, those with temporary disabilities, and protected employees.

3. What is the Constitution of Ukraine?

a) A secondary law that supports other legal acts;
b) The fundamental and primary law of Ukraine;
c) An international treaty governing Ukraine's foreign relations;
d) A document that only applies to government officials.

4. According to the text, what is the role of the Constitution of Ukraine?

a) To serve as a guide for international law;
b) To be the basis for all other legal acts and laws;
c) To regulate the activities of trade unions;
d) To establish the structure of the Verkhovna Rada.

5. What is the primary focus of the Labor Code of Ukraine?

a) Regulating trade unions;
b) Detailing employment laws;
c) Governing international labor relations;
d) Regulating government labor agencies.

6. According to the text, what are some of the elements emphasized in the Labor Code of Ukraine?

a) Environmental regulations;
b) Taxation policies;
c) Working conditions and vacation policies;
d) Import and export regulations.

7. What is the primary focus of the Law on Employment in Ukraine?

a) Regulating employee salaries;

b) Controlling issues related to employment promotion and social protection against unemployment;

c) Governing international labor relations;

d) Regulating trade union activities.

8. According to the text, what is the purpose of the Law on Collective Contracts and Agreements in Ukraine?

a) Regulating individual employment contracts;

b) Determining the process for salary payments;

c) Controlling employment promotion programs;

d) Determining the procedure for collective contracts and agreements.

Topic: Employment Law of Ukraine

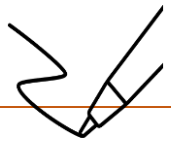
Key vocabulary

- **Probationary Period**
- **Employment Contracts**
- **Minimum Wage**
- **Working Hours**
- **Rest Breaks and Rest Periods**
- **Health and Safety Regulations**
- **Termination of Employment**
- **Blue-collar employee**
- **White-collar employee**
- **Annual Leave**
- **Maternity Leave**
- **Sick Leave**
- **Discrimination**
- **Prohibition of Discrimination**

Read and learn

Employment Law in Ukraine: Quick Facts

- Probationary periods, during which the employer or employee may terminate the employment contract with three days' notice. The duration is one month for blue-collar employees or three months for other employees.
- An employment contract is defined as an agreement between an employer and an employee, whereby the latter commits to working for, and under the management and supervision of, the former in return for a wage.
- All employees must have a standard format written employment contract, containing specified minimum information.
- The minimum wage is UAH 6 000.
- Employees' normal working time must not generally exceed 40 hours per week.
- Employees are generally entitled to a lunch break not exceeding two hours and to a weekly rest, usually on Sundays.
- Employees are entitled to paid annual leave after they have completed six months' service.
- Pregnant employees are entitled to maternity leave. An employer must not dismiss a pregnant employee nor send her any notice during her pregnancy or maternity leave.
- Employees are generally entitled to sick leave pay ranging from 50 % to 100 %.



- The employer may not discriminate between working men and women with regard to: type of work, amount of wage or salary, employment, promotion, professional qualifications and apparel.
- There is a general, non-specific ban on any discrimination that prejudices equal opportunity employment, equal access to jobs, equal continuity of employment or equal enjoyment of rights, and on discrimination between employees with the same work duties. Disability is the only grounds on which discrimination is specifically prohibited.
- Employers must provide employees with adequate means of protection against hazards of occupational injury and disease that may occur during work. They also have a range of specific obligations in this area.
- In principle, an employer may dismiss an employee at any time without notice on certain misconduct-related grounds. Other reasons of termination will lead to unlawful termination and end of service gratuity.

Here are some true or false statements based on the text about "Employment Law in Ukraine: Quick Facts":

1. In Ukraine, the duration of a probationary period is the same for all employees, regardless of their job roles.
2. All employees in Ukraine are required to have a written employment contract, but the content of the contract is not specified by law.
3. The minimum wage in Ukraine, as mentioned in the text, is UAH 6 000.
4. According to Ukrainian employment law, employees are entitled to a lunch break not exceeding two hours, regardless of their job responsibilities.
5. Pregnant employees in Ukraine have legal protections that prevent their employers from dismissing them or sending them notices during pregnancy or maternity leave.
6. Sick leave pay in Ukraine ranges from 25 % to 100 % of an employee's salary, depending on the illness or condition.
7. Discrimination in Ukraine is only prohibited based on disability, according to the text.
8. Employers in Ukraine are not obligated to provide any means of protection against occupational injury and disease for their employees.
9. Ukrainian employers can dismiss employees without notice on any grounds, and there are no consequences for such terminations.
10. Unlawful termination in Ukraine may lead to end-of-service gratuity for the terminated employee.

Quiz

1. What is the maximum duration of a probationary period for blue-collar employees in Ukraine?

a) One month;
b) Two months;
c) Three months;
d) Six months.

2. What must be included in a standard format written employment contract in Ukraine?

a) Employee's social security number;
b) Employee's home address;
c) Specified minimum information;
d) Employee's educational qualifications.

3. What is the minimum wage in Ukraine, as mentioned in the text?

a) UAH 5 000;
b) UAH 6 000;
c) UAH 7 000;
d) UAH 8 000.

4. How many hours per week should an employee's normal working time generally not exceed in Ukraine?

a) 30 hours;
b) 35 hours;
c) 40 hours;
d) 45 hours.

5. When are pregnant employees entitled to maternity leave in Ukraine?

a) After 3 months of service;
b) After 6 months of service;
c) After 9 months of service;
d) After 12 months of service.

6. What is the range of sick leave pay that employees are generally entitled to in Ukraine?

a) 25 % to 50 %;
b) 50 % to 75 %;
c) 75 % to 100 %;
d) 100 %.

7. According to Ukrainian employment law, on what grounds is discrimination specifically prohibited?

a) Age;
b) Disability;
c) Educational background;
d) Marital status.

8. What specific obligations do employers have regarding protection against occupational injury and disease?

a) None;
b) Limited safety guidelines;
c) Adequate means of protection;
d) Occasional safety training.

9. In principle, when can an employer dismiss an employee without notice in Ukraine?

a) Any time;
b) Only on Mondays;
c) On specific misconduct-related grounds;
d) Only after 1 year of employment.

10. What is the consequence of termination on grounds other than misconduct according to Ukrainian employment law?

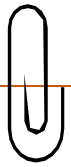
a) Unlawful termination;
b) Extension of employment contract;
c) Promotion;
d) Retirement benefits.

Exercises

Match the word and the definition

Term	Definition
Health and Safety Regulations	The practice of treating employees unfairly or unequally based on certain characteristics.
Probationary Period	Employees engaged in manual or industrial work, often requiring physical labor.
Minimum Wage	A period of paid time off for employees to recover from illness or injury.
Working Hours	A legally mandated minimum amount of compensation that must be paid to employees for their work.
Rest Breaks and Rest Periods	The formal end of an employment relationship, which can be voluntary or involuntary.
Annual Leave	The right of pregnant employees to take time off work before and after childbirth.
Maternity Leave	An initial period of employment during which an employee's performance is evaluated.
Sick Leave	The maximum number of hours an employee is expected to work in a week.
Discrimination	A period of paid time off granted to employees for leisure and relaxation.
Prohibition of Discrimination	The legal requirement for employers to ensure a safe and healthy working environment for employees.
Employment Contracts	Employees engaged in office or professional work, typically involving desk-based tasks.
Termination of Employment	The practice of preventing discrimination and ensuring equal opportunities in employment.
Blue-collar employee	An agreement between an employer and an employee outlining the terms and conditions of employment.
White-collar employee	The practice of treating employees unfairly or unequally based on certain characteristics.

Exercises



Fill in the blanks with the appropriate vocabulary words from the list to complete the sentences correctly.

1. During the _____ , new employees undergo training and evaluation before becoming permanent staff members.
2. It is essential for both employers and employees to have clear and legally binding_____to avoid misunderstandings in the workplace.
3. In many countries, governments set a_____to ensure that employees receive a minimum level of compensation.
4. The law limits the number of _____ to prevent employees from overworking and to promote work-life balance.
5. Employees are entitled to_____to ensure they have time to relax and recharge after a long workweek.
6. New mothers often appreciate the opportunity to take_____to care for their newborns.
7. If an employee falls ill, they may need to take_____to recover and receive partial or full pay during that time.
8. _____based on race, gender, or disability is strictly prohibited in most workplaces.
9. Companies must establish and enforce _____ to create a safe work environment for their employees.
10. _____can occur for various reasons, including poor performance or violations of company policies.

Key vocabulary

- **Redundancy**
- **Injunction**
- **Lockout**
- **To entail**
- **To hire**
- **Adjustment**
- **To unionise**

Read and learn

EMPLOYMENT LAW IN THE UNITED KINGDOM

(a) Employment law mediates the relationship between workers and employing entities. Employment law implicates contracts between employers and employees which are normally controlled by specific legislation. In the UK, certain laws have been enacted regulating the areas of sex discrimination, race relations, disability, health and safety, and employee rights in general.

(b) In the recruiting processes, employers must take into consideration that it is unlawful to discriminate between applicants for employment on the basis of gender, marital status, colour, race, nationality, or ethnic or nationaf origins. It is also unlawful to publish job advertisements which might be construed as discriminatory. However, there are exceptions to this rule, such as where sex or marital status is a genuine occupational qualification.

(c) The law protects disabled persons by making it unlawful to discriminate against such persons in the interviewing and hiring process and regarding the terms of the offer of employment. Employers are required to make reasonable adjustments in the place of work to accommodate disabled persons.

(d) After the employee is hired, protection is provided generally under the Employment Rights Act 1996. In particular, this Act requires the employer to provide the employee with a document containing the terms and conditions of employment. The statement must include the following: identities of the parties, the date of employment, a statement of whether there has been continuation of employment, the amount and frequency of pay, hours of work, holiday entitlement, job title and work location.

(e) Matters related to termination of employment, such as unfair dismissal, discriminatory dismissal or redundancy dismissal, are governed by the Employment Rights Act 1996. Also, certain aspects of termination of employment are governed by the Trade Union and Labour Relations Act 1992 when the decision to terminate employment is in some way related to the activities of a trade union.

(f) The protections mentioned above are largely enforced through complaints to an employment tribunal. The tribunal has the power to render decisions and issue orders in respect of the parties'rights in relation to complaints. It may also order compensation for loss of prospective earnings and injured feelings.

(g) Employment law relates to the areas covered above, while labour law refers to the negotiation, collective bargaining and arbitration processes. Labour laws primarily deal with the relationship between employers and trade unions. These laws grant employees the right to unionise and allow employers and employees to engage in certain activities (e.g. strikes, picketing, seeking injunctions, lockouts) so as to have their demands fulfilled.

Read the text then match each of these headings (1–7) with the paragraph (a–g) to which it best corresponds.

1. Termination of employment.
2. Employment tribunals.
3. Terms of employment.
4. Employment legislation.
5. Labour law.
6. Protecting the disabled.
7. Recruitment.

Answer the following questions using the information from the text.

1. What are the spheres employment law deals with?
2. What should be considered by an employer during the recruiting prodess?
3. What are the tasks of employers hiringdisabled people?
4. What does the clause Terms and Conditions of Employment include?
5. What are the types of employment termination?

Read and learn

Employment law in the United States of America

Employment law in the United States is a complex and evolving field that governs the relationship between employers and employees. It encompasses a wide range of federal and state regulations designed to ensure fair treatment, workplace safety, and protection of employees' rights. Here are some key aspects of employment law in the USA:

1. **At-Will Employment:** In most states, employment is considered "at-will," meaning that either the employer or the employee can terminate the employment relationship at any time, with or without cause. However, there are exceptions to this rule, such as when there is an employment contract or when termination is discriminatory.
2. **Discrimination Laws:** The USA has various federal laws, including the Civil Rights Act and the Americans with Disabilities Act, that prohibit discrimination in employment based on factors like race, gender, age, religion, and disability. These laws promote equal opportunities in the workplace.
3. **Minimum Wage:** The federal government sets a minimum wage that employers must pay their employees. States can establish their own minimum wage rates, which may be higher than the federal standard.
4. **Overtime Pay:** The Fair Labor Standards Act (FLSA) mandates that non-exempt employees receive overtime pay for hours worked beyond 40 hours per week. Overtime pay is typically 1.5 times the regular hourly wage.
5. **Family and Medical Leave:** The Family and Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of unpaid leave per year for specific family and medical reasons, such as childbirth or serious illness. During FMLA leave, job protection is generally maintained.
6. **Workplace Safety:** The Occupational Safety and Health Administration (OSHA) sets and enforces workplace safety standards. Employers must provide a safe and healthy working environment, and employees have the right to report unsafe conditions without fear of retaliation.
7. **Employment Discrimination Agencies:** The Equal Employment Opportunity Commission (EEOC) is the federal agency responsible for enforcing anti-discrimination laws. State-level agencies also handle discrimination complaints.

Exercises

Fill in the blank according the text

1. In at-will employment, either the employer or the employee can terminate the employment relationship at any time, with or without _____.

2. The federal government sets a minimum wage that employers must pay their employees, but some states have their own_____wage rates that may be higher.

3. Employers must provide a safe and healthy working environment in accordance with the regulations set by the_____.

4. The Equal Employment Opportunity Commission (EEOC) is responsible for enforcing anti-discrimination laws at the_____level.

5. The Fair Labor Standards Act (FLSA) mandates that non-exempt employees receive overtime pay for hours worked beyond_____hours per week.





Quiz

1. Which federal agency enforces workplace safety standards in the USA?

a) Equal Employment Opportunity Commission (EEOC);
b) Department of Labor (DOL);
c) Occupational Safety and Health Administration (OSHA);
d) Federal Trade Commission (FTC).

2. The Fair Labor Standards Act (FLSA) mandates that non-exempt employees receive overtime pay for hours worked beyond:

a) 30 hours per week;
b) 35 hours per week;
c) 40 hours per week;
d) 45 hours per week.

3. Which of the following is NOT a protected characteristic under federal discrimination laws in the USA?

a) Race;
b) Gender;
c) Political affiliation;
d) Age.

4. Employees who take leave under the Family and Medical Leave Act (FMLA) are generally entitled to maintain their health insurance coverage during the leave period. What is this provision called?

a) Job protection;
b) Continuation coverage;
c) Overtime pay;
d) At-will employment.



8. INTERNATIONAL AND EUROPEAN LAW

8.1. The International Human Rights Movement

8.2. European Convention on Human Rights

8.3. Landmark judgments

8.4. Terrorism, Counterterrorism and International Humanitarian Law

8.5. International Criminal Court



Key vocabulary

- **freedoms and rights**
- **equally**
- **justice**
- **peace**
- **various countries**
- **contributions**
- **drafting committee**
- **benefit**

What is the Universal Declaration of Human Rights and why was it created?

The Universal Declaration of Human Rights (UDHR) is a document that acts like a global road map for freedom and equality – protecting the rights of every individual, everywhere. It was the first time countries agreed on the **freedoms and rights** that deserve universal protection in order for every individual to live their lives freely, equally and in dignity.

The UDHR was adopted by the newly established United Nations on 10 December 1948, in response to the "barbarous acts which […] outraged the conscience of mankind" during the Second World War. Its adoption recognized human rights as the foundation for freedom, **justice** and **peace**.

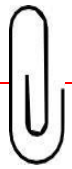
Work on the UDHR began in 1946, with a drafting committee composed of representatives of **various countries**, including the USA, Lebanon and China. The **drafting committee** was later enlarged to include representatives of Australia, Chile, France, the Soviet Union and the United Kingdom, allowing the document to **benefit** from the **contributions** of states from all regions and their diverse religious, political and cultural contexts. The UDHR was then discussed by all UN Commission on Human Rights members and finally adopted by the General Assembly in 1948.

The Declaration outlines 30 rights and freedoms that belong to all of us and that nobody can take away from us. The rights that were included continue to form the basis for international human rights law. Today, the Declaration remains a living document. It is the most translated document in the world.

Answer and discuss

1. What is the Universal Declaration of Human Rights?
2. When was the UDHR adopted?
3. What countries` representatives composed a drafting committee?
4. What document is the most translated?

Exercises



Find the English equivalents:

- загальна декларація прав людини
- жити своїм життям вільно
- рівноправно та з гідністю
- права людини, свобода
- справедливість та мир
- різноманітні релігійні
- політичні і культурні контексти
- обговорити всіма членами Комісії ООН з прав людини
- остаточно були прийнятим
- формувати основу міжнародного права прав людини
- живий документ

Match the beginning and the ending:

1. The Universal Declaration of Human Rights is
2. The drafting committee was
3. The Declaration outlines 30 rights and freedoms that belong to
4. Declaration remains

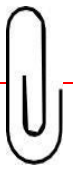
a) a living document. It is the most translated document in the world.

b) a document that acts like a global road map for freedom and equality – protecting the rights of every individual, everywhere.

c) later enlarged to include representatives of Australia, Chile, France, the Soviet Union and the United Kingdom.

d) all of us and that nobody can take away from us.

Exercises



Fill the gaps

drafting committee, United Nations, universal protection, a document, recognized, representatives, the United Kingdom, outlines 30 rights, the most translated document

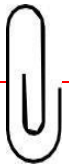
The Universal Declaration of Human Rights (UDHR) is _____that acts like a global road map for freedom and equality – protecting the rights of every individual, everywhere. It was the first time countries agreed on the freedoms and rights that deserve_____in order for every individual to live their lives freely, equally and in dignity.

The UDHR was adopted by the newly established_____on 10 December 1948, in response to the "barbarous acts which […] outraged the conscience of mankind" during the Second World War. Its adoption_____human rights as the foundation for freedom, justice and peace.

Work on the UDHR began in 1946, with a drafting committee composed of_____of various countries, including the USA, Lebanon and China. The_____ was later enlarged to include representatives of Australia, Chile, France, the Soviet Union and the_____, allowing the document to benefit from the contributions of states from all regions and their diverse religious, political and cultural contexts. The UDHR was then discussed by all UN Commission on Human Rights members and finally adopted by the General Assembly in 1948.

The Declaration_____and freedoms that belong to all of us and that nobody can take away from us. The rights that were included continue to form the basis for international human rights law. Today, the Declaration remains a living document. It is_____ in the world.

Exercises



Complete the text:

1. The Declaration outlines 30 rights and freedoms that belong to all of us and that nobody can take away from us. The rights that were included continue to form the basis for international human rights law. Today, the Declaration remains a living document. It is the most translated document in the world.
2. The UDHR was adopted by the newly established United Nations on 10 December 1948, in response to the "barbarous acts which […] outraged the conscience of mankind" during the Second World War. Its adoption recognized human rights as the foundation for freedom, justice and peace.
3. The Universal Declaration of Human Rights (UDHR) is a document that acts like a global road map for freedom and equality – protecting the rights of every individual, everywhere. It was the first time countries agreed on the freedoms and rights that deserve universal protection in order for every individual to live their lives freely, equally and in dignity.
4. Work on the UDHR began in 1946, with a drafting committee composed of representatives of various countries, including the USA, Lebanon and China. The drafting committee was later enlarged to include representatives of Australia, Chile, France, the Soviet Union and the United Kingdom, allowing the document to benefit from the contributions of states from all regions and their diverse religious, political and cultural contexts. The UDHR was then discussed by all UN Commission on Human Rights members and finally adopted by the General Assembly in 1948.

Topic: The International Human Rights Movement

Key vocabulary

- **conferred legal forms**
- **inherent human rights**
- **international treaties**
- **customary law**
- **backbone**
- **human rights abuses**
- **drafting committee**
- **benefit**
- **ratification**
- **undertake**
- **implement**

Read and learn

The Universal Declaration of Human Rights, together with the International Covenant on Civil and Political Rights and its two Optional Protocols, and the International Covenant on Economic, Social and Cultural Rights, form theso-called International Bill of Human Rights.

A series of international human rights treaties and other instruments adopted since 1945 have **conferred legal forms** on **inherent human rights** and developed the body of international human rights. Other instruments have been adopted at the regional level reflecting the particular human rights concerns of the region and providing for specific mechanisms of protection. Most States have also adopted constitutions and other laws which formally protect basic human rights. While **international treaties** and **customary law** form the **backbone** of international human rights law other instruments, such as declarations, guidelines and principles adopted at the international level contribute to its understanding, implementation and development. Respect for human rights requires the establishment of the rule of law at the national and international levels.

International human rights law lays down obligations which States are bound to respect. By becoming parties to international treaties, States assume obligations and duties under international law to respect, protect and fulfil human rights. The obligation to respect means that States must refrain from interfering with or curtailing the enjoyment of human rights. The obligation to protect requires States to protect individuals and groups against **human rights abuses**. The obligation to fulfil means that States must take positive action to facilitate the enjoyment of basic human rights.

Through **ratification** of international human rights treaties, Governments **undertake** to put into place domestic measures and legislation compatible with their treaty obligations and duties. Where domestic legal proceedings fail to address human rights abuses, mechanisms and procedures for individual complaints or communications are available at the regional and international levels to help ensure that international human rights standards are indeed respected, **implemented**, and enforced at the local level.

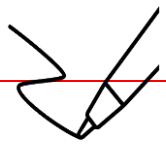
Answer and discuss

1. What is International Bill of Human Rights?
2. What forms the backbone of international human rights law?
3. What does the obligation to respect mean?
4. What does the obligation to fulfil mean?

Find the Ukrainian equivalents:

- The Universal Declaration of Human Rights,
- He International Covenant on Civil and Political Rights,
- Optional Protocols,
- The International Covenant on Economic,
- Social and Cultural Rights,
- The so-called International Bill of Human Rights,
- International treaties and customary law,
- Understanding,
- Implementation and development,
- Respect for human rights,
- Obligations and duties,
- Obligation to protect,
- Obligation to fulfil,
- Ratification of international human rights treaties,
- Domestic legal proceedings,
- Mechanisms and procedures for individual complaints,
- Respected,
- Implemented,
- Enforced at the local level.

Exercises



Fill the gaps:

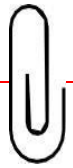
The obligation to respect, to help ensure, international treaties and customary law, at the regional level, ratification of international human rights treaties, domestic legal proceedings fail

1. Other instruments have been adopted_____ reflecting the particular human rights concerns of the region and providing for specific mechanisms of protection.
2. While _____ form the backbone of international human rights law other instruments, such as declarations, guidelines and principles adopted at the international level contribute to its understanding, implementation and development.
3. Means that States must refrain from interfering with or curtailing the enjoyment of human rights.
4. Through _____ Governments undertake to put into place domestic measures and legislation compatible with their treaty obligations and duties.
5. Where_____to address human rights abuses, mechanisms and procedures for individual complaints or communications are available at the regional and international levels_____that international human rights standards are indeed respected, implemented, and enforced at the local level.

Translate into English:

1. Більшість держав також ухвалили конституції та інші закони, які формально захищають основні права людини.
2. Повага до прав людини вимагає встановлення верховенства права на національному та міжнародному рівнях.
3. Зобов'язання поважати означає, що держави повинні утримуватися від втручання або обмеження здійснення прав людини.
4. Коли внутрішньодержавне судове провадження не стосується порушень прав людини, на регіональному та міжнародному рівнях доступні механізми та процедури для індивідуальних скарг або повідомлень.

Exercises



Add the necessary words:

1. It was the first instrument to give effect to certain of the rights stated in the Universal D_____of Human Rights and make them binding.
2. All applications lodged under the Convention by individual a_____ and Contracting States were the subject of a preliminary examination by the Commission.
3. If the case was not brought before the C_____, the Committee of Ministers would decide.
4. The Convention has been a_____a number of times and s_____with many rights in addition to those set forth in the original text.

Answer the questions using the information from the text:

1. When did the European Convention on Human Rights come into force?
2. What institutions were responsible for enforcing the obligations undertaken by the Contracting States?
3. Why did the Commission draw up a report?
4. Has the Convention been amended a number of times?

Complete the word-combinations:

1) first instrument	a) to give effect
2) undertaken by	b) a nonbinding opinion
3) all applications	c) the Contracting States
4) the subject of	d) lodged
5) no friendly settlement	e) with many rights
6) expressing	f) the case to the Court
7) decide to refer	g) a preliminary examination
8) supplemented	h) was reached

Topic: European Convention on Human Rights

Key vocabulary

- **come into force**
- **declared admissible**
- **obligations**
- **preliminary examination**
- **admissible**
- **draw up**
- **merits of the case**
- **amend**

Read and learn

The Convention for the Protection of Human Rights and Fundamental Freedoms, better known as the European Convention on Human Rights, was opened for signature in Rome on 4 November 1950 and **came into force** on 3 September 1953. It was the first instrument to give effect to certain of the rights stated in the Universal Declaration of Human Rights and make them **binding.**

Under the original system, three institutions were responsible for enforcing the **obligations** undertaken by the Contracting States: the European Commission of Human Rights, the European Court of Human Rights and the Committee of Ministers of the Council of Europe. All applications lodged under the Convention by individual applicants and Contracting States were the subject of a **preliminary examination** by the Commission, which decided whether they were **admissible**. If a complaint was **declared admissible**, and where no friendly settlement was reached, the Commission **drew up** a report establishing the facts and expressing a nonbinding opinion on the **merits of the case**. The Commission and/or the Government of the State in question could then decide to refer the case to the Court for final, binding adjudication. If the case was not brought before the Court, the Committee of Ministers would decide.

Since its adoption in 1950, the Convention has been **amended** a number of times and supplemented with many rights in addition to those set forth in the original text.

Give the definitions to the terms

1. The European Convention on Human Rights.
2. The European Commission of Human Rights.
3. The European Court of Human Rights.
4. The Committee of Ministers of the Council of Europe.

Exercises

Complete the text

1. The Convention for the Protection of Human Rights and Fundamental Freedoms, better known as the European Convention on Human Rights, was opened for signature in Rome on 4 November 1950 and came into force on 3 September 1953. It was the first instrument to give effect to certain of the rights stated in the Universal Declaration of Human Rights and make them binding.

2. Since its adoption in 1950, the Convention has been amended a number of times and supplemented with many rights in addition to those set forth in the original text.

3. The Commission and/or the Government of the State in question could then decide to refer the case to the Court for final, binding adjudication. If the case was not brought before the Court, the Committee of Ministers would decide.

4. Under the original system, three institutions were responsible for enforcing the obligations undertaken by the Contracting States: the European Commission of Human Rights, the European Court of Human Rights and the Committee of Ministers of the Council of Europe.

5. All applications lodged under the Convention by individual applicants and Contracting States were the subject of a preliminary examination by the Commission, which decided whether they were admissible. If a complaint was declared admissible, and where no friendly settlement was reached, the Commission drew up a report establishing the facts and expressing a nonbinding opinion on the merits of the case.



Topic: Landmark judgments

Key vocabulary

- **ongoing promotion**
- **fair trial**
- **abortion**
- **assisted suicide**
- **body searches**
- **domestic slavery**
- **adoption by homosexuals**
- **the recognition of transsexuals**
- **the protection of journalists' sources**
- **environmental issues**

Read and learn

Since its creation in 1959, the Court has delivered more than 16,000 judgments. These rulings have resulted in many changes to legislation and have helped to strengthen the rule of law in Europe. Through the Court's case law, the European Convention on Human Rights has become a dynamic and powerful instrument in the response to new challenges and the **ongoing promotion** of human rights and democracy in Europe.

The Convention provision which has been violated most is Article 6, as regards the right to a **fair trial,** then the reasonable time requirement. The next most frequent violations are under Article 1 of Protocol No. 1 (protection of property) and Article 5 of the Convention (right to liberty and security).

The Court has also given rulings on various social issues such as **abortion, assisted suicide, body searches, domestic slavery, adoption by homosexuals, wearing religious symbols at school, the recognition of transsexuals, the protection of journalists' sources and even environmental issues.**

Complete the words

1) the European *otnievnon C* on Human Rights;
2) new *lsecahnelg* and the ongoing promotion;
3) the *opretcntio* of journalists' sources;
4) *deosmcti* slavery;
5) frequent *vsionlaoti.*

Exercises

Complete the text:

1. The next most frequent violations are under Article 1 of Protocol No. 1 (protection of property) and Article 5 of the Convention (right to liberty and security).

2. Since its creation in 1959, the Court has delivered more than 16,000 judgments. These rulings have resulted in many changes to legislation and have helped to strengthen the rule of law in Europe.

3. The Court has also given rulings on various social issues such as abortion, assisted suicide, body searches, domestic slavery, adoption by homosexuals, wearing religious symbols at school, the recognition of transsexuals, the protection of journalists' sources and even environmental issues.

4. The Convention provision which has been violated most is Article 6, as regards the right to a fair trial, then the reasonable time requirement.

5. Through the Court's case law, the European Convention on Human Rights has become a dynamic and powerful instrument in the response to new challenges and the ongoing promotion of human rights and democracy in Europe.

Legal Language Tips

Be aware of homophones

Homophones are words that sound the same as other words but do not have the same spelling, and have a different meaning. Here are some examples:

Discrete / discreet

Discrete means individually separate and distinct, while discreet means keeping something confidential.

Formerly / formally

Formerly means in the past, previously or earlier, while formally means conforming to convention.

Ensure / insure

Ensure means to make sure that something happens, while insure means to the insurance of something or somebody.

Exercises

Fill the gaps:

reasonable time requirement, legislation, judgments, the European Convention on Human Rights, domestic slavery, environmental issues

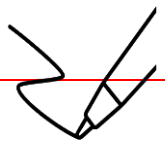
Since its creation in 1959, the Court has delivered more than 16,000_____. These rulings have resulted in many changes to_____and have helped to s t rengthen the rule of l aw in Europe. Through the Court's case l aw, has become a dynamic and powerful instrument in the response to new challenges and the ongoing promotion of human rights and democracy in Europe.

The Convention provision which has been violated most is Article 6, as regards the right to a fair trial, then the_____. The next most frequent violations are under Article 1 of Protocol No. 1 (protection of property) and Article 5 of the Convention (right to liberty and security).

The Court has also given rulings on various social issues such as abortion, assisted suicide, body searches,_____, adoption by homosexuals, wearing religious symbols at school, the recognition of transsexuals, the protection of journalists' sources and even_____.



Topic: Terrorism, Counterterrorism and International Humanitarian Law (IHL)



Key vocabulary

- **preventing and countering terrorism**
- **humanitarian consequences**
- **undisclosed detention**
- **deprivation of judicial guarantees**
- **indiscriminate attacks**
- **compatible**
- **belligerents**
- **hostilities and detention**

Read and learn

Terrorism has dramatically shaped the international scene, all the more since the dawns of the 21st century, making States and international organizations react in accordance with counterterrorism (CT) legislation and operations. While **preventing and countering terrorism** is a legitimate and necessary effort for States to ensure security at national, regional and international levels, it must respect existing international legal frameworks, including international humanitarian law (IHL).

In practice though, the adoption of exception regimes has brought new legal challenges and important **humanitarian consequences**: the so-called status of "unlawful combatant" or "unprivileged belligerent", the disputed notion of targeted killings, unlawful and **undisclosed detention**, **deprivation of judicial guarantees**, torture and other types of ill-treatment, stigmatization of individuals and their families, in particular spouses and children, nationality withdrawal leading to statelessness and stripping of basic rights, and criminalization of humanitarian activities.

Given its relevance, CT has become a regular topic in international fora, such as the United Nations Security Council, and while much has been said about its implications for human rights, it's worth assessing CT operations and national legislation through the lens of IHL as well. The main challenges in that regard related to maintaining the integrity of IHL vis-à-vis CT frameworks and preserving the humanitarian space that allows impartial humanitarian assistance to populations affected by armed conflict.

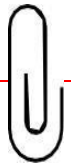
IHL Integrity

Even if some are, not all "terrorist" groups are organized armed groups parties to an armed conflict in the sense given to this term by IHL of non-international armed conflicts. At the same time, not all organized armed groups engaged in such a conflict are "terrorist", although governments against which they are fighting nearly always classify them so. IHL applies only to situations of armed conflict, including those in which some prohibited acts (e.g. attacks against civilians, **indiscriminate attacks**, acts or threats whose main aim is to spread terror among the civilian population and acts of "terrorism" aimed against civilians in the power of the enemy) or actors are labelled as "terrorist". Accordingly, CT measures taken during armed conflicts must acknowledge the existence of such situations and preserve the integrity ofIHL obligations States have agreed to respect and ensure respect for.

In short, CT and IHL frameworks must be articulated in a way which is **compatible** with IHL obligations. Thus, even when acting under CT national laws and/or policies, States parties to an armed conflict must respect the rules and principles at the core of IHL, such as non-reciprocity and equality of **belligerents**, rules on the conduct of hostilities (e.g. distinction, proportionality and precautions), rules protecting those who do not or no longer fight, such as civilians, wounded and sick, and detainees, as well as respect and support humanitarian organizations and individuals bringing impartial humanitarian aid and care to those IHL protects. This means that rules governing the conduct of **hostilities and detention** are fully applicable and legal statuses such as combatant, POW and concepts such as direct participation in hostilities remain unaltered, even during CT operations. They require that States make sure CT national laws and measures comply with those rules, as per what the UN Security Council urged in its Resolution 2462 (2019). This can be done by integrating "IHL exemption" clauses in such frameworks.



Exercises



Are the following statements true or false? Correct the false ones.

1. CT has become a regular topic in international fora.
2. All organized armed groups engaged in such a conflict are "terrorist".
3. Main aim is to spread terror among the civilian population.
4. CT and IHL frameworks must be articulated in a way which is compatible with IHL obligations.
5. Rules governing the conduct of hostilities and detention are not fully applicable and legal statuses such as combatant.
6. States don't make sure CT national laws and measures comply with those rules.
7. While preventing and countering terrorism is an illegal and unnecessary effort for States to ensure security at national, regional and international levels.

Make the following sentences complete by translating the words and phrases in brackets

1. Terrorism has dramatically shaped the international scene, all the more since the dawns of the 21st century, making States and international organizations ***(реагувати)*** in accordance with counterterrorism ***(законодавства та операцій).***

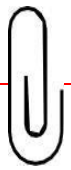
2. In practice though, the adoption of exception regimes has brought new legal challenges and important humanitarian consequences: ***(так званий статус «учасника незаконних бойових дій»)*** or "unprivileged belligerent", the disputed notion of targeted killings, ***(незаконне та нерозголошене затримання)…***

3. The main challenges in that regard related to maintaining the integrity of IHL vis-à-vis CT frameworks and ***(збереженням гуманітарного простору)*** that allows impartial humanitarian assistance to populations affected by armed conflict.

4. Accordingly, CT measures taken during ***(збройних конфліктів)***, must acknowledge the existence of such situations and preserve the integrity of IHL obligations.

5. That rules governing the conduct of hostilities and ***(затримання)*** are fully applicable and ***(правові статуси)***, such as combatant, POW and concepts such as ***(безпосередня участь у бойових діях)*** remain unaltered, even during CT operations.

Exercises



Find in the text the English equivalents for the following phrases:

- Рада Безпеки ООН
- важливі гуманітарні наслідки
- незаконне та нерозголошене затримання
- позбавлення основних прав
- збереження гуманітарного простору
- сторони збройного конфлікту
- поширення терору серед цивільного населення
- діючи згідно з національними законами
- правила ведення військових дій
- цивільні особи
- поранені й хворі
- правові статуси
- військовополонений
- безпосередня участь у бойових діях
- зробити шляхом інтеграції положень

Complete the sentences with the words:

Given its relevance, classify, combatant, CT operations and national legislation, international organizations, organized armed groups, CT and IHL frameworks, hostilities.

1. Terrorism has dramatically shaped the international scene, all the more since the dawns of the 21st century, making States and _____react in accordance with counterterrorism (CT) legislation and operations.

2. CT has become a regular topic in international fora, such as the United Nations Security Council, and while much has been said about its implications for human rights, it's worth assessing through the lens of IHL as well.

3. At the same time, not all _____ engaged in such a conflict are "terrorist", although governments against which they are fighting nearly always them so.

4. _____ must be articulated in a way which is compatible with IHL obligations.

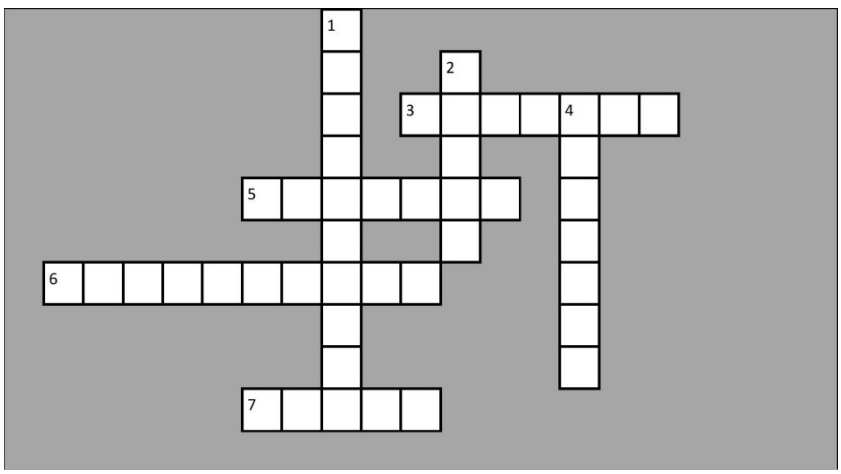
5. Rules governing the conduct of _____ and detention are fully applicable and legal statuses such as _____ , POW and concepts such as direct participation in hostilities remain unaltered, even during CT operations.

Exercises

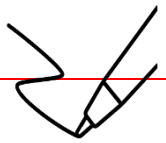
Insert the right preposition in, to(2), on, by, of, as:

- the so-called status_____"unlawful combatant"
- nationality withdrawal leading_____statelessness and stripping of basic rights
- the main challenges in that regard related_____maintaining the integrity
- _____the sense given to this term
- actors are labelled_____"terrorist"
- rules_____the conduct of hostilities
- this can be done_____integrating

Solve the crossword



1. Allowed or acceptable, especially in a court of law.
2. A situation in which there is no war, violence, or arguing.
3. Something that helps you or gives you an advantage.
4. The right to live in the way you want, say what you think, and make your own decisions without being controlled by anyone else.
5. Behaviour or treatment that is fair and morally correct.
6. Something that you do because it is your duty or because you feel you have to.
7. To slightly change the words of a document.



Read and learn

The International Criminal Court (ICC) in The Hague is a treaty-based, international criminal court established to prosecute genocide, crimes against humanity and war crimes. Although the crime of aggression is also listed, the Court's jurisdiction in this regard is subject to several procedures agreed upon at the Review Conference of the Rome Statute of the International Criminal Court, convened in Kampala, Uganda from 31 May to 11 June 2010.

The Court is an independent international organization with a special relationship with the United Nations. It is complementary to national jurisdictions in that it may only proceed with a case where a state cannot investigate or prosecute. The Statute of the Court, known as the Rome Statute, was adopted on 17 July 1998 and entered into force on 1 July 2002.

Because submission to the jurisdiction of the International Criminal Court entails a partial transfer to the Court of the sovereign power of the State to administer criminal justice, it was necessary to amend the Irish Constitution prior to ratification. To this end, the twenty-third amendment of the Constitution inserted Article 29.9, providing that the State may ratify the Rome Statute. Ireland has ratified the Statute and is a member of the Assembly of State Parties. In addition, an Irish lawyer, Judge Maureen Harding Clark, served as a judge of the Court in the Court's Trial Division from 2003 until 2006.

Answer the questions:

1. What is the International Criminal Court?
2. What is the Court's jurisdiction?
3. The Court is an independent international organization with a special relationship with the United Nations, isn't it?
4. When was the Statute of the Court adopted?
5. What does the twenty-third amendment of the Constitution inserted Article 29.9 provide?

Exercises

Fill the gaps:

The International Criminal Court (ICC) in The Hague is a treaty-based, international criminal court _____to prosecute genocide, crimes against humanity and war crimes. Although the crime of aggression is also listed, the Court's_____in this regard is subject to several procedures agreed upon at the Review Conference of the Rome Statute of the_____, convened in Kampala, Uganda from 31 May to 11 June 2010.

The Court is an independent international organization with a special relationship with the United Nations. It is_____to national jurisdictions in that it may only proceed with a case where a state cannot_____or prosecute. The Statute of the Court, known as the Rome Statute, was adopted on 17 July 1998 and entered into force on 1 July 2002.

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Find English equivalents:

- Міжнародний кримінальний суд;
- Переслідування геноциду;
- Юрисдикція суду;
- Здійснення кримінального правосуддя;
- Злочин агресії;
- Розглядати справи;
- Римський статут;
- Суверенні повноваження держави;
- Було внести зміни до конституції;
- Держава може ратифікувати Римський статут.

Which countries are members of the court?

There are 123 countries party to the Rome Statute. Some forty countries never signed the treaty, including China, Ethiopia, India, Indonesia, Iraq, North Korea, Saudi Arabia and Turkey. Several dozen others signed the statute, but their legislatures never ratified it. These include Egypt, Iran, Israel, Russia, Sudan, Syria and the United States.



Two countries have withdrawn from the ICC. Burundi left in 2017, following the court's decision to investigate the government's crackdown on opposition protests. Philippine President Rodrigo Duterte pulled out in 2019, after the court launched an inquiry into his government's war on drugs, saying domestic courts are sufficient to enforce the rule of law. Gambia and South Africa notified the United Nations in 2016 that they intended to exit the treaty, but they later reversed course in the face of political upheaval and legal challenges.

Jurisdiction in the general situation

Ukraine is not a State Party to the Rome Statute, but it has twice exercised its prerogatives to accept the Court's jurisdiction over alleged crimes under the Rome Statute occurring on its territory, pursuant to Article 12(3) of the Statute. The first declaration lodged by the Government of Ukraine accepted ICC jurisdiction with respect to alleged crimes committed on Ukrainian territory from 21 November 2013 to 22 February 2014. The second declaration extended this time period on an open-ended basis to encompass ongoing alleged crimes committed throughout the territory of Ukraine from 20 February 2014 onwards.

On 28 February 2022, the ICC Prosecutor announced he would seek authorisation to open an investigation into the Situation in Ukraine, on the basis of the Office's earlier conclusions arising from its preliminary examination, and encompassing any new alleged crimes falling within the jurisdiction of the Court.

On 1 March 2022, the Office received a State Party referral from the Republic of Lithuania. On 2 March 2022, the following coordinated group of States Parties submitted a joint referral: Republic of Albania, Commonwealth of Australia, Republic of Austria, Kingdom of Belgium, Republic of Bulgaria, Canada, Republic of Colombia, Republic of Costa Rica, Republic of Croatia, Republic of Cyprus, Czech Republic, Kingdom of Denmark, Republic of Estonia, Republic of Finland, Republic of France, Georgia, Federal Republic of Germany, Hellenic Republic, Hungary, Republic of Iceland, Ireland, Republic of Italy, Republic of Latvia, Principality of Liechtenstein, Grand Duchy of Luxembourg, Republic of Malta, New Zealand, Kingdom of Norway, Kingdom of the Netherlands, Republic of Poland, Republic of Portugal, Romania, Slovak Republic, Republic of Slovenia, Kingdom of Spain, Kingdom of Sweden, Swiss Confederation, United Kingdom of Great Britain and Northern Ireland.

On 2 March 2022, the Prosecutor announced he had proceeded to open an investigation into the Situation in Ukraine based on the referrals received. By the overall jurisdictional parameters conferred through these referrals, and without prejudice to the focus of the investigation, the scope of the situation encompasses any past and present allegations of war crimes, crimes against humanity or genocide committed on any part of the territory of Ukraine by any person from 21 November 2013 onwards.

On 11 March 2022, the Prosecutor confirmed that two additional States, Japan and North Macedonia, have referred the Situation in Ukraine to the Office. On 21 March 2022, Montenegro further informed the Office of its decision to join the group State Party referral, and on 1 April 2022, the Republic of Chile joined the group State Party referral of the situation.

On 17 March 2023, ICC Pre-Trial Chamber II issued warrants of arrest for two individuals in the context of the situation in Ukraine: Mr Vladimir Vladimirovich Putin, President of the Russian Federation, and Ms Maria Alekseyevna Lvova-Belova, Commissioner for Children's Rights in the Office of the President of the Russian Federation. Based on the Prosecution's applications of 22 February 2023, Pre-Trial Chamber II considered that there are reasonable grounds to believe that each suspect bears responsibility for the war crime of unlawful deportation of population (children) and that of unlawful transfer of population (children) from occupied areas of Ukraine to the Russian Federation, in prejudice of Ukrainian children.

Jurisdiction in the general situation

The Office of the Prosecutor has established a dedicated portal through which any person that may hold information relevant to the Ukraine situation can contact ICC investigators.

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True or false statements:

1. Ukraine is a State Party to the Rome Statute.
2. The second declaration lodged by the Government of Ukraine accepted ICC jurisdiction.
3. The first declaration extended this time period on an open-ended basis.
4. The Prosecutor announced he had proceeded to open an investigation into the Situation in Ukraine based on the referrals received.
5. ICC Pre-Trial Chamber II issued warrants of arrest for two individuals in the context of the situation in Ukraine.

Translate into English:

1. Україна не є державою-учасницею Римського статуту, але вона двічі скористалася своєю прерогативою визнати юрисдикцію суду щодо ймовірних злочинів, передбачених Римським статутом, скоєних на її території, відповідно до статті 12(3) Статуту.
2. Уряд отримав направлення від Литовської Республіки як держави-учасниці.
3. Прокурор підтвердив, що ще дві держави – Японія та Північна Македонія – передали ситуацію в Україні на розгляд уряду.
4. Палата попереднього провадження II МКС видала ордери на арешт двох осіб у зв’язку із ситуацією в Україні.
5. Офіс Генерально прокурора створив спеціальний портал, за допомогою якого будь-яка особа, яка може володіти інформацією, що стосується ситуації в Україні, може зв’язатися зі слідчими МКС.



APPENDICES

Useful tips

Practical assignments

Dictionary

Bibliography

How to improve your Legal English?

Improving your legal English speaking skills requires practice, immersion, and focused effort. Here are some strategies to help you enhance your legal English speaking abilities:

- **Join Legal English Classes or Workshops:**

Enroll in courses or workshops specifically designed for legal English learners. These classes often provide structured instruction and opportunities for speaking practice.

- **Engage in Legal Discussions:**

Participate in legal discussions and debates. Join law-related forums, discussion groups, or online communities where you can engage in conversations on legal topics.

- **Speak with Legal Professionals:**

If possible, engage in conversations with legal professionals, such as lawyers, law professors, or legal researchers. They can provide valuable insights and correct your language usage.

- **Read legal texts, court cases, statutes, or legal articles aloud.**

This helps you become more comfortable with legal terminology and pronunciation.

- **Watch Legal Programs and Court Proceedings:**

Watch legal TV-shows, documentaries, or recordings of court proceedings in English. This exposes you to authentic legal conversations and pronunciation. Shadowing:

- **Practice shadowing, which involves listening to legal audio recordings and repeating what you hear:**

This helps improve your pronunciation and intonation.

- **Use Legal Vocabulary:**

Incorporate legal vocabulary and phrases into your daily conversations and writing. The more you use legal terms, the more confident you'll become.

How to improve your Legal English?

- **Legal Role-Playing:**

Engage in legal role-playing scenarios with a language partner or tutor. You can simulate client-lawyer interactions, negotiations, or courtroom dialogues.

- **Seek Feedback:**

Request feedback from native speakers or language instructors on your legal English speaking skills. Constructive feedback can help you identify areas for improvement.

- **Record Yourself:**

Record your legal English speaking practice sessions and listen to them. This allows you to identify areas where you may need to work on pronunciation or fluency.

- **Legal English Apps and Resources:**

Utilize language learning apps and online resources that focus on legal English. These can provide interactive exercises and quizzes to improve your skills.

- **Set Realistic Goals:**

Set achievable goals for improving your legal English speaking skills. Regularly assess your progress and adjust your goals as needed.

- **Immerse Yourself:**

Immerse yourself in English as much as possible. Surround yourself with English- speaking environments and materials to build familiarity and fluency.

- **Practice Regularly:**

Consistency is key. Dedicate time each day to practice speaking legal English, whether it's through conversations, reading, or role-playing.

Remember that improving your legal English speaking skills is a gradual process. Be patient with yourself and celebrate your progress along the way.

History of Law

1. Scholars believe that the Constitution of Pylyp Orlyk (1710) is actually the Tax Code of Ukraine at that time. Analyse the content of the legal act and express your own opinion on this matter.

2. Analyse the situations and explain which of them are possible in a state governed by the rule of law and which are not. Justify your answer.

1) The government has adopted a resolution on the payment of tuition fees in all state educational institutions.
2) The administration of an enterprise dismissed an employee without justification.
3) The decision of the rectorate of a higher education institution determined the percentage of higher education students who will be enrolled in the 1st year depending on their social status and nationality.
4) The tax authorities imposed a fine on the head of a company for violating tax laws.
5) Local authorities have banned the publication of a local newspaper because of its opposition orientation.
6) A citizen filed a complaint with the court against the editorial board of a newspaper for disseminating false information about his personal life.
7) A country's parliament passed a law defining one official religion in the country.

3. Identify the form of state in the following examples. Assess the level of guarantee of human rights and freedoms in this state.

Task 1. In this state, the parliament is elected by the population for 4 years. Parliament adopts laws and elects the President for 4 years. The president has the powers of the head of state. Parliament appoints the executive body, the Cabinet of Ministers. This central body is responsible for finance, education, defence, and foreign policy. The remaining state powers are vested in the 7 Länder, each of which has legislative and executive bodies. All representative bodies are formed by the people on the basis of free expression of their will, and the rights and freedoms of citizens are enshrined in the constitution and guaranteed and respected.

Task 2. The head of state is the Emir, who holds this position by hereditary succession. The supreme executive authority is the Government, which is appointed and dismissed by Parliament. Parliamentary elections are free and equal, held every 5 years. Citizens' rights are guaranteed by the constitution. The status of women in society is somewhat lower than that of men. The country is divided into administrative units headed by prefects appointed by the Parliament.

History of Law

Task 3. The presidency is held for life by a representative of a single party, and all other parties are banned. The parliament is formed from representatives delegated by local branches of the ruling party. The state has autonomous entities, which are the result of the seizure and forceful retention of parts of the territory of neighbouring states. The Cabinet of Ministers is appointed by the president and is responsible to him. Citizens' rights and freedoms are declared but not actually observed. The law enforcement and repressive bodies of the state have extensive powers. All social and economic life is under the full control of the ruling party.

Task 4. The country consists of four constituent entities, each with executive bodies and elected legislative assemblies with powers in the fields of culture, economy, social security and tourism. The head of state is the king. Legislative power is vested in a bicameral parliament, the upper house of which is formed by representatives of the four entities of the union and the lower house of which is formed by national elections every 6 years. The King appoints the Cabinet of Ministers, which is responsible to him. Citizens' rights and freedoms are guaranteed by the constitution, and various political parties and organisations operate freely.

Task 5. It is a union of independent states that have proclaimed the formation of a united state in order to achieve common economic and political goals. Joint bodies have been established, but their decisions are not binding on the member states. Each state is ruled by a president who seized power in a coup and then "won" in non-transparent and unfair elections. He is backed by a group of influential landowners and bankers. Representation of the people in the government is limited, the parliament has advisory functions and members are elected only from candidates approved by the president.

Legal Profession

1. A local court is considering a case on a claim for compensation for damage caused to the plaintiff by dog bites as a result of the defendant's violation of the dog walking rules. The judge asked: "What exactly is the intangible damage?" the plaintiff explains that as a result of the injury, her arms look disfigured and she has to wear long-sleeved clothing to cover the numerous scars. The judge remarks: "Woman, you are 60 years old! How can you be beautiful at that age?!" Evaluate the judge's words in terms of judicial ethics.

2. During the court debate, the prosecutor said in his speech: "Of course, I understand the lawyer who is trying to justify the criminal in every possible way. After all, he is paid a lot of money for this". To which he replied: "I do not count the prosecutor's earnings, although, unlike him, I do not drive expensive foreign cars". Comment on the behavior of the prosecutor and the defense attorney. What do you think the judge presiding over the trial should do in this situation?

3. A judge rendered a verdict in a criminal proceeding in which he acquitted a person of receiving an unlawful fee of $20,000. The Court of Appeal overturned this verdict and issued a new one, finding the previously acquitted person guilty of the crime. The judge gave an interview to the media, commenting on the decision of the Court of Appeal and calling it illegal and, in his opinion, made under pressure from prosecutors. Does this behavior of the judge comply with the requirements of the law and judicial ethics?

4. You are the chairman of a court. In a conversation with you, a prosecutor asked you to pay attention to a civil case pending before this court regarding the division of marital property, in which he is a defendant, because, in his opinion, the claim is far-fetched, his ex-wife did not participate in the formation of the joint property in any way. How would you respond to such a request?

5. You are a judge. You have received a case of a serious crime. After reviewing the case, you find that the pre-trial investigation was conducted in violation of procedural requirements. However, the case was investigated by a former classmate of yours with whom you still have friendly relations. Your friend asks you not to return the case for additional investigation and to consider it in court. The accused has no relatives, no one to complain to, so no problems are expected. How would you respond to such a request?

Legal Profession

6. You are a lawyer. You are approached by the accused's wife with a proposal to represent her husband in court and promised a large fee. However, it turned out that during the pre-trial investigation, legal assistance to this citizen was provided by another lawyer, with whom the accused terminated the relationship, despite the fact that the defense counsel had extensive experience in similar cases. You have no such experience. What would you do in such a situation?

7. When a judge was passing a verdict in a criminal proceeding, the defendant's lawyer was in the deliberation room with him, and the judge discussed the final qualification of the defendant's actions and the punishment to be imposed. Is there a violation in this situation, is there a basis for disciplinary action against the judge?

8. You are an investigator investigating a case of burglary. You have three unsolved cases in your case file, and your superiors are constantly reproaching you for this. Your colleague, trying to help you, gives you an idea - to convince the suspect to "take" the thefts on himself, promising him his help in court. What moral issues do you face? What should you do?

9. A judge posted photos on a social network, one of which shows the judge sitting in a courtroom with his feet on the table. The caption under the photo reads: "I am certainly not perfect, but I am a masterpiece!" Assess the judge's actions in terms of compliance with the Code of Judicial Ethics.

10. After a trial in which the interests of the parties were represented by fellow advocates, one of them (a representative of the party whose claim was dismissed by the court) perceived the legal position of the opponent as directed against him personally, stopped greeting, turned away during casual meetings, etc. Give a moral and legal assessment of the advocate's actions, does it comply with the rules of legal ethics?

Criminal Law

1. During the conversation, K. told his friends that he now knew how to make money. In his opinion, the protection of almost any bank account can be overcome with the help of a modern computer. Is K. subject to criminal liability?

2. A citizen of Ukraine, Nesterov, while in the United States, committed a robbery for which he was sentenced by a U.S. court to five years in prison. He served his sentence in full and returned to Ukraine.

Can Nesterov be prosecuted again in Ukraine for a criminal offense committed in the United States?

3. In the evening, Yakovenko, returning from a disco, broke a window and entered the Allo store, which sells cell phones, and took several. At that time the alarm went off and he was detained by the state security service.

Give a legal assessment of the situation.

4. Police officer Kiselyov, while checking a statement about a criminal offense, found that 13-year-old Viktor Kravchenko had entered a grocery store through a window and stolen food worth 5 thousand hryvnias. The police officer refused to open criminal proceedings.

Were Kiselyov's actions lawful? Is Kravchenko legally liable? Who will compensate for the damage caused?

Corporate Law

1. Make a table of corporate law sources, depending on the legal force of the legal act. In the table, indicate the following: the title, the body that adopted the legal act, the impact on the legal regulation of legal relations, and an example of a specific legal act.
2. In your opinion, which provisions of the Constitution became the basis for the formation of corporate legislation in Ukraine.
3. Citizen K. was recognized as incapacitated in court. At the same time, he is actively painting, collectors buy his artworks and this is the source of his income. The author receives money for his paintings by himself. Can citizen K. be considered an entrepreneur? Justify your answer.
4. Your friend K. has decided to register as a business entity (individual entrepreneur) and to sell books. Provide advice to your friend in the form of recommendations on the legal requirements for conducting this type of activity.
5. The journalists took pictures (sound recordings) of the trial. At one of the sessions, the court ruled to hold a closed court session. When the journalists were leaving the courtroom, a police officer who did not introduce himself exposed the photographic film (erased the audio recording), referring to the fact that the court was "closed". Give a legal assessment of the police officer’s actions.

Civil procedure

1. Determine which legal act should be applied by the court when considering a civil case in the event of a conflict between the laws of Ukraine and an international treaty.
2. Kravtsov filed a lawsuit against Yaremchuk for the protection of honour and dignity. He based his claim on the fact that Yaremchuk's article, which, in the plaintiff's opinion, contained information degrading his honour and dignity, was published by the local newspaper Pole. Kravtsov pointed out that he had not committed the heinous acts that formed the basis of the article and demanded that the defendant be ordered to refute the false information disseminated about him.What facts are to be proved?
3. The judge returned Nikolsky's claim for divorce due to the fact that, according to a court decision, he has limited legal capacity and the application on his behalf should be filed by his wife, who, according to the decision of the guardianship and trusteeship authority, is his guardian, i.e. his legal representative, since, according to the current legislation, Nikolsky is procedurally incapacitated.
4. Do the judge's actions comply with the law?

Civil law

1. In a case brought by Zhudrova against Zhudrov for the recovery of child maintenance, the defendant did not recognise the claim, referring to the fact that Zhudrova had left him and, despite all persuasion, did not want to return. For his part, the defendant stated that he did not deny the need to support his son, but only on the condition that his wife returned to him. To confirm that he treated the woman well and gave her all the money during the period of cohabitation, Zhudrov asked questions to his flatmates Sytkina and Pyaryna. Whether the facts cited by Zhudrov to substantiate his objections have legal significance.
2. Provide legal advice in the following case.

Thirteen-year-old Volodymyr received a reward of 400 UAH for participating in television programmes. For this money, he bought a marker (12 UAH) and an electronic calculator (26 UAH). V.'s parents decided he had misspent the money, as the family already had several markers and a calculator. They returned the purchase to the store, demanding a refund from the director. The director refused to meet their demand, explaining that the boy had made the purchase with his own money, which minors have the right to dispose of independently.

Civil law

3. To which of the following relations can the rules of civil law be applied and indicate the relevant articles of the legal act regulating civil relations:

1) relations concerning the dissemination of details of a person's personal life;
2) relations regarding the use of a trade mark;
3) relations regarding the receipt of salary by means of a plastic card;
4) relations concerning contractual training at DSUIA;
5) relations regarding the use of software;
6) relations regarding the storage of items in the wardrobe;
7) relations regarding the change of a person's name;
8) relations regarding the ownership of a residential building;
9) relations regarding compensation for damage from a natural disaster;
10) relations regarding compensation for damage caused by flooding of an apartment by neighbours from the upper floor;
11) relations regarding artificial termination of pregnancy;
12) relations between an entrepreneur and a tax inspectorate regarding the timing and amount of tax payments;
13) relations regarding the unlawful debiting of funds from a legal entity's current account by the tax inspectorate;
14) relations between an enterprise and its employee (driver) who damaged a legal entity's car;
15) relations between spouses regarding the division of joint property acquired during marriage;
16) relations between spouses regarding the donation of a car;
17) relations between a passenger and a railway company regarding train travel;
18) relations between the founders of a joint-stock company;
19) relations between heirs regarding inheritance of property;
20) Relations between enterprises that have entered into a supply agreement.

4. Determine which of the following is the basis of civil legislation of Ukraine:

1) The Constitution of Ukraine;
2) The Civil Code of Ukraine;
3) Laws of Ukraine;
4) International treaties ratified by Ukraine;
5) Judicial practice.

Labor Law

1. Volodymyr Zelenskyi (64 years old) applied to the employment service with a request to find a suitable job for him. They could not find him such a job, so he demanded to be recognized as unemployed and paid unemployment benefits. The Employment Service refused to grant Zelenskyy unemployment status, citing the fact that he had reached retirement age and could receive a pension. Zelenskyy believes this refusal is wrong, as he still wants to work, not be a pensioner. How should Zelensky's claims be resolved?
2. Citizen Repetovskyi, after reading an advertisement in the newspaper, applied to the HR department of a factory to be hired. After the interview, he was asked to come back for a final answer in a few days. But when he came back for a second time, he was denied employment, explaining that another candidate with more experience had applied after his visit. Repetovskyi considers this a violation of his right to work and went to court. What should the court's decision be?
3. Oksana Repetovska decided to change her job because her salary at the factory was low and she was often delayed. In the private company where she was invited to work, she was paid regularly and twice as much. On September 14, she notified the foreman that she was leaving, and on September 15, she started working at the private firm. Evaluate the situation.
4. A cook's working day in a school cafeteria starts at 07:00. At what time should his working day end at the latest on Saturday?

Intellectual Property Rights

1. Citizen Ivanenko has decided to register a trademark for his private enterprise, and he has decided to use a trademark for which a certificate was previously issued to another legal entity but which was terminated for failure to pay the fee for renewal of the certificate. Can Ivanenko register a trademark that belonged to another person whose certificate was terminated? Is it possible to re-register a trademark in the name of another person?

2. The artist Ivashko painted a picture, which he later sold to Petrenko. Subsequently, Petrenko made 2,000 reproductions of Ivashko's painting for sale. Upon learning of this, Ivashko filed a lawsuit demanding that the illegal use of his work be stopped and that he be paid a one-time compensation. It is necessary to determine whether the painting is an object of intellectual property rights or property rights. Which of the parties has the right to the painting and which one?

Commercial Law

1. An individual entrepreneur, A. Ivanov, in order to compensate for damages caused by the local police department of Kyiv. Kyiv, which were incurred as a result of the unjustified seizure of the entrepreneur's property, filed a claim with the Commercial Court of Kyiv to recover material damage as a result of unlawful actions of the National Police.
2. What status do individual entrepreneurs have under the current Commercial Code?
3. The University "Ukraine" purchased stationery for UAH 20 thousand from the sole proprietor "Ivanishyn M.". After delivery, the goods turned out to be of poor quality and unusable. As a result, the representative of the University "Ukraine" filed a lawsuit to recover the debt from the private entrepreneur "Ivanishyn M." in the Economic Court of Kyiv.
4. Assess the situation.
5. Tell us whether it is possible to make financial settlements and business transactions in Ukraine using cryptocurrency?

Corporate Law

1. Name a business company, all members of which, in accordance with the agreement concluded between them, carry out business activities on behalf of the company and bear additional joint and several liability for the company's obligations with all their property.
2. Confirm or deny the statement that the right to receive dividends can be exercised subject to the adoption of a resolution by the supreme management body (general meeting, shareholder) on the payment of dividends.
3. List the corporate rights contained in their definition provided by the Commercial Code of Ukraine in sequence:
4. a) Participation in the distribution of assets of a business organization in the event of its liquidation; b) Participation in the management of the affairs of a business organization; c) Participation in the distribution of profits of a business organization.

Contract Law

1. Pashchenko worked as the head of the state municipal enterprise Pharmacy No. 2 on the basis of a contract concluded for the period from 25.09.2022 to 25.10.2023, which was terminated after the expiration of this period due to the refusal of the property management body to renew the contract with him. He was notified of the refusal to renew the contract for a new term 8 days before his dismissal. At the time the dismissal order was issued on November 25, 2011, Pashchenko was undergoing inpatient treatment.
2. What are the consequences of refusing to sign a contract for a new term with the heads of state-owned enterprises? Would the situation have changed if Pashchenko had refused to renew his contract for the next term?
3. Vlasiuk, a bricklayer foreman, had been working at a construction site for two years under a fixed-term employment contract. After the expiration of the contract, he filed an application to his supervisor with a request to dismiss him from work. The latter refused to satisfy the application, citing the lack of qualified bricklayers at the construction site and the need to complete the construction of an important facility.
4. Kolesnyk, a full-time student at a state university, also worked part-time as a laboratory assistant at the philosophy department. He was expelled from the university for academic arrears and simultaneously dismissed from his position as a laboratory assistant. Kolesnyk filed a lawsuit with the local court seeking reinstatement to the position of laboratory assistant. What should be the court's decision?

Legal Profession

English Term	Ukrainian Translation	Part of Speech
anarchy	анархія	Noun
break the law	порушити закон	Verb / Noun
civil law	цивільне право	Adj / Noun
courts	суди	Noun
criminal law	кримінальне право	Adj / Noun
degenerate	деградувати	Verb
demonstrate courtesy	демонструвати ввічливість	Verb / Noun
disorder	безлад	Noun
display courtesy	виявляти ввічливість	Verb / Noun
enforce the law	здійснювати правопорядок	Verb / Noun
ethics	етика	Noun
gain some experience	здобути досвід	Verb / Noun
interpret	тлумачити	Verb
international law	міжнародне право	Adj / Noun
issue a claim	подати позов	Verb

Legal Profession

English Term	Ukrainian Translation	Part of Speech
legal system	правова система	Noun
obey the law	дотримуватися закону	Verb
oversee	наглядати	Verb
pass a law	ухвалити закон	Verb
police	поліція	Noun
practical training	практична підготовка	Noun
prepare and file	підготувати і подати	Verb
protect	захищати	Verb
punish	покарати	Verb
qualify as a lawyer	отримати статус юриста	Verb
respect	поважати	Verb
society	суспільство	Noun
strict law	суворий закон	Noun
tax law	податкове право	Noun
unjust law	несправедливий закон	Noun

Overview of Corporate Law in Ukraine

English Term	Ukrainian Translation	Part of Speech
corporate law	корпоративне право	Noun
corporate governance	управління корпорацією	Noun
limited liability company	товариство з обмеженою відповідальністю	Noun
additional liability company	товариство з додатковою відповідальністю	Noun
joint stock company	акціонерне товариство	Noun
incorporation	реєстрація товариства	Noun
cessation	припинення	Noun
one-tier (unitary) board	однорівнева структура управління акціонерним товариством	Noun
two-tier (dual) board	дворівнева структура управління акціонерним товариством	Noun
the charter	статут акціонерного товариства	Noun
the memorandum of association	установчий договір акціонерного товариства	Noun
articles of association	статут акціонерного товариства	Noun
certificate of incorporation	свідоцтво про реєстрацію компанії	Noun
business entities	суб'єкти господарювання; господарські товариства	Noun
shareholder	акціонер	Noun
executive body	виконавчий орган	Noun
legal entities	юридичні особи	Noun

Types of Legal Entities

English Term	Ukrainian Translation	Part of Speech
one-person company	одноосібне товариство	Noun
sole proprietorship	індивідуальне підприємництво (ФОП)	Noun
for-profit company	підприємницьке товариство	Noun
nonprofit company	непідприємницьке товариство	Noun
general partnership	повне товариство	Noun
partnership in commendam	командитне товариство	Noun
producer cooperatives	виробничі кооперативи	Noun
agricultural cooperatives	сільськогосподарські кооперативи	Noun
cooperative associations	кооперативні об’єднання	Noun
limited (silent) partner	учасник, який не бере участі у керівництві товариством	Noun
public company	товариство відкритого типу	Noun
private company	товариство закритого типу	Noun

Dictionary

Regulation of Business Entities

English Term	Ukrainian Translation	Part of Speech
authorized capital	статутний капітал	Noun
taxation	оподаткування	Noun
income tax	податок на дохід	Noun
capitals gains tax	податок на приріст капіталу (податок на збільшення ринкової вартості активів)	Noun
dividend tax	податок на дивіденди	Noun
employment tax	внесок у фонд страхування від безробіття	Noun
corporate income tax	податок на прибуток корпорації, акціонерного товариства тощо	Noun
restrictions	обмеження	Noun
licensing	ліцензування; надання ліцензії	Noun
repatriation	репатріація	Noun
appellate process	процес апеляції	Noun
cassation supervision	касаційний нагляд	Noun

Overview of Ukrainian Contract Law

English Term	Ukrainian Term	Part of Speech
contract	договір	Noun
party	сторона договору	Noun
to enter into contract	укладати договір	Verb
to be inconsistent with law	суперечити закону	Verb
to be bound	бути пов’язаним (договором)	Verb
due to	внаслідок	Preposition
reach a consensus on	досягати згоди	Verb
terms	умови (договору)	Noun
the subject matter	предмет договору	Noun
enforceable contract	договір, що має юридичну силу	Noun
capacity	правоздатність	Noun
mutual assent	взаємна згода	Noun
void	недійсний, нечинний	Adjective
voidable	може бути анульований	Adjective
to breach	порушувати договір	Verb
defective performance	неналежне виконання	Noun
mediator	посередник	Noun
arbitration	арбітраж	Noun
damages	збитки	Noun
liquidated damages	заздалегідь оцінені збитки	Noun
expiration	завершення дії договору	Noun
termination	розірвання договору	Noun
frustration	припинення зобов’язання через неможливість його виконання	Noun
repudiation	відмова від виконання договору	Noun

Dictionary

Elements of Contracts in Ukraine

English Term	Ukrainian Term	Part of Speech
consideration	договірне зустрічне задоволення	Noun
an intent	намір	Noun
an offer	пропозиція (оферта)	Noun
an acceptance	прийняття пропозиції (акцепт)	Noun
a counter-offer	зустрічна пропозиція	Noun
lapse of time	вказаний строк	Noun
to lapse	закінчуватись (припиняти дію)	Verb
to expire	втрачати чинність	Verb
to stipulate	обумовлювати, передбачати	Verb
forbearance	утримання від дії	Noun
rejection	відмова, неприйняття	Noun
insanity	неосудність, божевілля	Noun
revocation	відкликання, скасування	Noun
withdrawal	відкликання, відмова (від обіцянки)	Noun
sound mind	нормальна психіка, осудність	Noun
a binding contract	договір, що має обов’язкову (юридичну) силу	Noun
legal consequences	правові наслідки	Noun
to bargain	укладати договір	Verb

Dictionary

Types of Contracts

English Term	Ukrainian Term	Part of Speech
transaction	правочин	Noun
unilateral	одосторонній	Adjective
bilateral	двосторонній	Adjective
multilateral	багатосторонній	Adjective
public contract	публічний договір	Noun
contract of adhesion	договір приєднання	Noun
preliminary contract	попередній договір	Noun
contract for the benefit of a third party	договір на користь третьої особи	Noun
explicitness	чіткість, виразність	Noun
an express contract	чітко сформульований договір	Noun
an implied contract	нечітко сформульований договір (договір, що мається на увазі)	Noun
a quasi-contract	квазіконтракт (квазідоговір)	Noun
mutuality	обопільність, взаємність	Noun
a bilateral contract	двосторонній договір	Noun
a unilateral contract	односторонній договір	Noun
a void contract	недійсний договір	Noun
a voidable contract	договір, що може бути скасований	Noun
an unenforceable contract	договір, який не має законної сили	Noun
an executory contract	договір, що належить виконати	Noun
a partially executed contract	частково виконаний договір	Noun
an executed contract	виконаний повністю договір	Noun

The Language of Contracts

English Term	Ukrainian Term	Part of Speech
contract template	типовий договір, шаблон	Noun
clause	стаття договору	Noun
archaic	архаїчна, застаріла мова	Adjective
operative language (words)	чинне формулювання	Noun
legalese	юридична мова	Noun
plain English	проста (зрозуміла, чітка) англійська мова	Noun
a commercial contract	договір торгівлі	Noun
a standard contract	типовий договір	Noun
signing date	дата підписання договору	Noun
effective date	дата набуття чинності договору	Noun
preamble	преамбула договору	Noun
recitals	декларативна частина договору	Noun
provisions	положення (умови) договору	Noun
background clauses	декларативні положення договору	Noun
covenants	особливі (односторонні) зобов'язання сторони договору	Noun
warranties	гарантійні зобов'язання	Noun
indemnity	відшкодування збитків	Noun
limitations of liability	обмеження відповідальності	Noun
the termination	закінчення строку дії договору	Noun
miscellaneous (boilerplates) provisions	стандартні положення договору	Noun
schedules / annexes / exhibits / annexures / appendixes / attachments	додатки	Noun

Bibliography

1. Common Law Legal English and Grammar: a Contextual Approach / Alison Riley and Patricia Sours; Hart, 2014.

Suitable for non-native speakers, this book adopts a linguistic approach in explaining the rules and structures of legal English.

2. Introduction to Legal English: an Introduction to Legal Terminology, Reasoning and Writing in Plain English / Mark E. Wojcik; International Law Institute, 2000.

3. The Lawyer's English Language Coursebook / Catherine Mason; 2nd ed; Global Legal English, 2016. Useful for understanding terminology of different major common law topics.

4. Legal English: How to Understand and Master the Language of Law / William R. McKay and Helen E. Charlton; 2nd ed; Pearson Longman, 2011.

5. Legal Writing in Plain English: a Text with Exercises / Bryan A. Garner; 2nd ed; University of Chicago Press, 2013.

6. How to Write Law Essays & Exams / S. I. Strong; 6th ed; OUP, 2018.

7. Legal Reasoning and Legal Writing / Richard K. Neumann, Jr., Ellie Margolis, Kathryn M. Stanch; 9th ed; Wolters Kluwer, 2021.

8. Legal Reasoning, Research, and Writing for International Graduate Students / Nadia E. Nedzel; 5th ed; Wolters Kluwer, 2021.

9. Legal Skills : a Complete Guide / Sim Khadijah Binte Mohammed; Sweet & Maxwell, 2019.

Chapter 2: Objective Legal Drafting (for law essays).

Chapter 3: Persuasive Legal Drafting (for law memos).

10. Legal Usage : a Modern Style Guide / Peter Butt; LexisNexis Butterworths, 2018 (KB273 But 2018).

11. Legal Writing: Process, Analysis, and Organization / Linda H. Edwards; 7th ed; Wolters Kluwer, 2018.

12. The Pre-writing Handbook for Law students: a Step-by-step Guide / Laura P. Graham, Miriam E. Felsenburg; 2nd ed. Carolina Academic Press, 2019.

Bibliography

Legal Dictionaries

1. Black's Law Dictionary / Bryan A. Garner, editor in chief; 11th ed.; Thomson Reuters, 2019.
2. A Dictionary of Law / edited by Jonathan Law; 9th ed.; OUP, 2018 (ebook).
3. Garner's Dictionary of Legal Usage / Bryan Garner; 3rd ed.; OUP, 2011.
4. Jowitt's Dictionary of English Law / Daniel Greenberg, editor; Sweet & Maxwell / Thomson Reuters, 2019.

Words and Phrases

1. Stroud's Judicial Dictionary of Words and Phrases / Daniel Greenberg, editor; 10th ed.; Sweet & Maxwell / Thomson Reuters, 2020.
2. Words and Phrases Legally Defined; 5th ed.; LexisNexis, 2018.

Web sites

1. URL : https://www.law360.com/
2. URL : https://scholar.google.com/
3. URL : https://www.tolearnenglish.com/exercises/exercise-english-2/exercise-english-119262.php
4. URL : https://ips.ligazakon.net/document/T012341?an=912226
5. URL : https://tefltastic.wordpress.com/worksheets/law/
6. URL : https://zakon.rada.gov.ua/laws/show/435-15#Text (the Civil Code of Ukraine).
7. URL : https://zakon.rada.gov.ua/laws/show/436-15#Text (the Commercial Code of Ukraine).
8. URL : https://zakon.rada.gov.ua/laws/show/755-15#Text (the Law of Ukraine "On State Registration of Legal Entities, Private Entrepreneurs and Public Organizations").
9. URL : https://zakon.rada.gov.ua/laws/show/2275-19#Text (the Law of Ukraine "On Limited and Additional Liability Companies").
10. URL : https://zakon.rada.gov.ua/laws/show/2465-20#Text (the Law of Ukraine "On Joint Stock Companies").
11. URL : https://intracen.org/resources/publications/cross-border-contracting (Cross-border contracting: How to draft and negotiate international commercial contracts. ITC, Geneva, 2020).

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