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Contractual architecture and conflict prevention in the international expansion of companies.

Contractual architecture and dispute prevention in the international expansion of companies

Contractual architecture and conflict prevention in the international expansion of companies

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SUMMARY

International expansion depends on contracts capable of articulating commercial execution with adaptation and dispute resolution mechanisms. This article investigates how the coordination between these elements can guide the design of cross-border business contracts. Qualitative, bibliographic, and documentary research is employed, with analysis of the Vienna Convention on Contracts for the International Sale of Goods, the Hague Principles on Choice of Law, the UNIDROIT Principles, and the New York Convention. Institutional data from the International Chamber of Commerce and arbitration chambers operating in Brazil are used only for descriptive contextualization. An integrated reading of the operation, risk distribution, and response to default is proposed, distinguishing applicable law, forum, and arbitration venue. Distribution and licensing contracts, protection of intangible assets, disclosure obligations, and the handling of subsequent changes are discussed. The result is an analytical proposal for contractual review guided by verifiable events and coherence between documents. It is concluded that prevention requires making cooperation duties and response pathways enforceable, without assuming that lengthy clauses or arbitration will eliminate conflicts. The proposal has not been empirically validated, and institutional data do not allow for estimating the overall incidence of litigation or the effectiveness of specific contracts.

Keywords: International contracts; conflict prevention; applicable law; arbitration; business internationalization.

ABSTRACT

International expansion depends on contracts that connect commercial performance with adaptation and dispute-resolution mechanisms. This article investigates how coordination between these elements can inform the design of cross-border business contracts. It adopts qualitative bibliographic and documentary research addressing the CISG, the Hague Principles on Choice of Law, the UNIDROIT Principles and the New York Convention. Institutional data from the International Chamber of Commerce and from arbitral institutions operating in Brazil provide descriptive context only. The analysis integrates operations, risk allocation and responses to non-performance while distinguishing governing law, court jurisdiction and the arbitral seat. It discusses distribution and licensing, intangible assets, information duties and changed circumstances. The outcome is an analytical contract-review proposal based on verifiable events and consistency across documents.

Prevention requires workable cooperation duties and response procedures rather than an assumption that lengthy clauses or arbitration eliminate disputes. The proposal has not been empirically validated, and institutional caseload data cannot establish the worldwide incidence of disputes or the effectiveness of particular contracts.

Keywords: International contracts; dispute prevention; governing law; arbitration; business internationalization.

1 INTRODUCTION

A cross-border contract needs to organize the operation before its termination can be regulated. Product,

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The territory, channel, payments, and responsibilities must be understandable to the teams that...
They execute the business. When these definitions remain scattered across proposals, messages, and
With contradictory attachments, the signing of the instrument does not, in itself, clarify the content of the obligations.
The difficulty may arise during execution: a team considers a sale authorized when...
Another understands it to be prohibited, or awaits information whose production has not been assigned to anyone.
The problem addressed in this study is how to coordinate commercial definitions with adaptation procedures.
and dispute resolution.
The distinction between market, hybrid forms, and hierarchy presented by Williamson (1991) helps to
to examine different coordination needs. In distribution and licensing, companies
Legally independent entities may depend on reciprocal information and investments.
Dependency requires that the contract address the conditions for monitoring the relationship, in addition to establishing...
services. Based on this organizational problem, the proposal is to identify the events that require
communication, those responsible for decisions, and the responses available when execution deviates from the plan.
as expected.
The analysis focuses on business relationships and does not include employment or consumer contracts.
The coexistence between international instruments and standards relevant to the operation is examined, without
to assume the existence of a uniform system that resolves all issues. The goal is to present
A proposal for contract revision that addresses execution, adaptation, and response to default.
In this study, contractual architecture refers to this coordination between obligations, documents, and
procedures. Prevention involves reducing ambiguities and organizing responses.
without guaranteeing the absence of disputes.

2. METHODOLOGY AND DOCUMENTARY DELIMITATION

The study adopts a qualitative, exploratory, bibliographic, and documentary approach. The following were selected...
Instruments of recognized relevance to international trade: the CISG, promulgated in Brazil by Decree No. 8,327/2014;1 the
Principles on Choice of Law in International Commercial Contracts
from HCCH;2 the UNIDROIT Principles of International Commercial Contracts 2016; and the Convention
of New York, enacted by Decree No. 4,311/2002. The text by Williamson (1991) provides support.

[1] CISG stands for United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna in 1980. The Convention entered into force for Brazil, internationally, on April 1, 2014.

[2] HCCH stands for Hague Conference on Private International Law.

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to organizational discussion. The sources were consulted up to October 22, 2026.

Document analysis distinguishes the material scope, the form of application, and the limits of each.
instrument. These elements are related to distribution, licensing, and solution choices.
of controversies, to formulate review questions about the execution of obligations and the
Response mechanisms. The resulting proposal constitutes an interpretative synthesis. There was no data collection.
of private contracts, examination of specific processes, interviews with companies or
Litigation monitoring. The examples are hypothetical and do not constitute professional cases.
author.

For context, three preliminary ICC statements regarding the years 2023 are used.
2024 and 2025. Chart 1 shows only new cases under the ICC Arbitration Rules. The procedures
Nominating authority figures were excluded to preserve the comparability of the category.3 No litigation rate is
calculated,4 as there is no denominator of international contracts entered into, nor
The aim is to relate annual variations to the quality of contract drafting. For the same purpose,
The full ICC statistical report for 2025 is used for the nationality of the parties.
and the applicable law, and the Arbitration in Numbers survey, which gathers data from eight active chambers.
in Brazil (Lemes, 2025).

3. Applicable Law and Scope of International Instruments

Selecting the applicable law requires understanding the operation and the matters that need regulation.
The Hague Principles promote the autonomy of parties in international commercial contracts, with
limits related to rules of immediate application and public order, especially in its article 11
(HCCH, 2015). This is a non-binding instrument in itself, whose use must consider the system.
The competent legal authority, the applicable law, the chosen court, and the arbitral venue serve distinct functions:
The first guides the material discipline; the others define aspects of dispute resolution. One
A generic reference to a city leaves these choices open to interpretation. Table 1 summarizes...
this distinction.

[3] In these proceedings, governed by the Rules of ICC as Appointing Authority, the ICC does not administer the arbitration: it is limited to appointing arbitrators or deciding related issues in arbitrations conducted under other rules, such as those of UNCITRAL. In 2025, there were 13 cases of this nature (ICC, 2026a).

[4] A litigation rate would require relating the number of disputes to the total number of international contracts entered into in the country. same period, given that it is not available in a consolidated form.

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Table 1 – Functions of applicable law, jurisdiction and seat of arbitration

Choice	Function	Questions to check during the review
Applicable law	It guides the substantive aspects of the contract: its formation, fulfillment, and remedies.	Which matters are excluded from uniform instruments; limits of immediately applicable norms and public order (HCCH, 2015, art. 11).
Forum (chosen court)	It determines the competent judicial body to hear the dispute.	Compatibility with urgent measures and with the execution of the decision where the assets are located.
Arbitration venue	It links the arbitration procedure to a legal system and defines aspects of dispute resolution.	Indication of the institution, rules, location, language, and composition of the court; conditions for recognition and enforcement of the judgment (Brazil, 2002).

Source: author's elaboration based on HCCH (2015) and Brasil (2002).

In the international purchase and sale of goods, Articles 1 to 6 of the CISG define the conditions of
Application, exclusions, and autonomy of the parties. Article 4 covers the formation of the contract and the rights...
and obligations of the seller and the buyer, but reserves, unless expressly stated otherwise, questions of validity and the
effects of the contract on the ownership of the goods (Brazil, 2014). It is
It is therefore necessary to identify both what the Convention regulates and the matters referred to it.
other rules. The application of a uniform instrument does not dispense with the investigation of the law.
relevant to issues that remain beyond their reach.

The qualification of the business depends on the documents that effectively organize the relationship. One
Distribution agreements can regulate territory and commercial cooperation, while orders
Subsequent transactions constitute purchases and sales. The investigation of the CISG's applicability needs to distinguish...
These plans, instead of assigning a single framework to the entire relationship. Its exclusion.
It also requires an informed decision: one must understand which regime will govern training.
Contractual compliance and remedies. Removing a clause from the contract does not resolve the issues that...
She will stop regulating.

The UNIDROIT Principles are not binding in themselves. Their preamble indicates different functions, among others.
They are the discipline chosen by the parties and support the interpretation or supplementation of instruments.
and national laws. The extent of these uses depends on the rules of the forum or arbitration and the norms.
relevant imperatives (UNIDROIT, 2016). The study uses this framework to formulate questions.
of revision, preserving the distinction between choosing rules to govern the contract and incorporating them.
provisions regarding its content. None of these possibilities authorizes presuming its application.
automatic over all international contracts. Table 2 summarizes the nature, scope, and limits of
instruments examined.

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Table 2 – Nature, scope and limitations of the international instruments examined

Instrument	Nature	What discipline	Limits	Situation in Brazil
CISG (1980)	International convention; 97 contracting states.	Formation of the contract and rights and obligations of seller and buyer in the international purchase and sale of goods (articles 1 to 6).	Unless expressly stated otherwise, it does not deal with validity or the effects on the ownership of goods (Article 4); it may be excluded by the parties (Article 6).	Enacted by Decree No. 8,327/2014.
Principles of The Hague (2015)	This instrument is not binding in itself.	Autonomy of the parties in choosing the law applicable to international commercial contracts.	Rules of immediate application and public order (art. 11); use depends on the competent legal system.	This is not a treaty; its application depends on the forum or arbitration.
Principles UNIDROIT (2016)	This instrument is not binding in itself.	General rules of international commercial contracts, including hardship (articles 6.2.2 and 6.2.3) and force majeure (article 7.1.7).	Scope depends on the rules of the forum or arbitration and mandatory rules; they do not apply automatically (Preamble).	This is not a treaty; its application depends on the parties' choice of forum or arbitration.
Convention of New York (1958)	International convention; 172 States contractors.	Recognition and enforcement of foreign arbitral awards (articles III to V).	This does not dispense with the examination of the arbitration agreement, documentary requirements and public order.	Promulgated by Decree No. 4,311/2002.

Source: author's elaboration based on Brazil (2002, 2014), HCCH (2015) and UNIDROIT (2016); number of contracting States according to CISG-online (2026) and New York Arbitration Convention (2026).

4. Commercial Execution and Asset Protection

The construction of the contract should begin with a description of the execution flow. In a distribution
Internationally, it's important to know who buys, who imports, who holds inventory, and who is responsible.
to the customer. These roles may fall to different entities, and the identification of the business group
This does not replace the indication of the obligated party. It is proposed to associate each performance with a subject, with a...
The main instrument must contain a condition for compliance and a record that allows it to be verified.
to provide teams with the conditions to execute the business without depending on informal understandings about

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essential responsibilities.

Exclusivity must have an identifiable object and scope. It can encompass territory, channel, or product.
or customer base, with effects on the company's future alternatives. The review should
Relate its duration to maintenance conditions and the consequences of insufficient performance.
When there are goals, it is necessary to define the basis for calculation, the source of information, and the method of...
verification. The expression "best efforts" does not, in itself, establish a numerical target; its use requires verification.
To clarify the expected conduct and consider the applicable legal framework. The absence of this distinction.
This can lead the parties to measure compliance using different criteria.

In logistics, Bhinder (2020), in an article published by the ICC Academy, clarifies that the rules
Incoterms 2020 do not govern the transfer of ownership nor do they replace a sales contract.
that addresses payment and quality. The delivery policy needs to be compatible with the procedures.
of receipt and commercial documentation. As a suggested review, it is recommended to check the
The edition used and the indication of the location or point agreed upon in the orders, invoices, and contract.
principal. The consistency of these documents allows one to distinguish the obligation to deliver from the others.
installments of the sale.

Licensing requires distinguishing between ownership and authorization to use. Access to a brand, technology
This material does not define the destination of adaptations, files, or content produced during the relationship.
The proposal aims to identify pre-existing assets, permitted uses, and the treatment of subsequent creations.
including its use after closure. Quality control should indicate
The person responsible, the criteria, and the approval procedure. Thus, a disagreement regarding the execution may
to be examined in light of identifiable obligations, without any disagreement being immediately raised.
treated as a violation of the licensed right.

The Madrid System allows you to apply for trademark protection against designated contracting parties through
of an international procedure, without establishing a uniform and worldwide trademark right (WIPO,
1989). The commercial territory needs to be confronted with the protection effectively requested and obtained,
subject to the examination carried out in each jurisdiction. Contractual authorization for use is not equivalent to
Confirmation that the trademark is protected in all covered markets. The agreement must stipulate...
Documentary cooperation to combat unauthorized uses and identify who has the legitimacy to do so.
to act within the relevant legal framework.

5. Adaptation and Treatment of Default

The prevention proposal links the event, the warning, and the consequence. The event needs to be described.
so that the parties can acknowledge it. The notice must have a defined recipient and method of delivery.

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with enough information to guide the response. The consequence needs to indicate what it might be.
required and within what timeframe. A right to contractual review will have limited utility if the instrument does not
to allow you to obtain the information necessary for your work. The same concern applies to
Updating addresses and contact information during long-term relationships.

In the UNIDROIT Principles, hardship and force majeure have distinct assumptions and effects. The first
involves a fundamental alteration of the contractual balance under articles 6.2.2 and 6.2.3; the second
This concerns an impediment to compliance under the conditions of Article 7.1.7 (UNIDROIT, 2016). The request
The renegotiation of a hardship agreement does not, in itself, authorize the suspension of payments. The drafting of clauses
Specific requirements include clarifying the risks initially assumed and the event assessment procedure.
subsequent. An ordinary increase in costs should not be automatically equated with any
of these situations. Table 3 compares the two systems.

Table 3 – Hardship and force majeure in the UNIDROIT Principles

Aspect	Hardship (arts. 6.2.2 and 6.2.3)	Force majeure (art. 7.1.7)
Situation	A fundamental alteration of the contract's balance, due to an increase in the cost of the service or a reduction in the value of the consideration.	Obstacle to compliance.
Assumptions	An event that occurred or became known after the conclusion of the contract; could not reasonably have been foreseen; outside the control of the injured party; a risk not assumed by that party.	An impediment beyond the control of a party, which could not reasonably have been considered in the conclusion of the contract, nor avoided or overcome, as well as its consequences.
Main effect	Right to request renegotiation, without undue delay and with a statement of the grounds.	Exoneration due to non-compliance; if temporary, for a reasonable period according to the effect of the impediment.
Greetings	The request for renegotiation does not, in itself, authorize the suspension of payments.	The party must notify the other party of the impediment and its effects within a reasonable timeframe, otherwise they will be liable for losses and damages resulting from the failure to notify.
No agreement	Either party may appeal to the court, which may terminate the contract or adapt it to restore balance.	It does not prevent the exercise of the right to terminate the contract, suspend payment, or demand interest.

Source: author's elaboration based on UNIDROIT (2016).

The quality of the information determines what the counterparty can do after the warning. For example
Hypothetically, a supplier reports a delay without identifying the affected deliveries or providing a timeline.

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Update: The buyer is aware of the difficulty, but remains unable to...
reorganize your own obligations. It is proposed to require a description of the impact and the measures taken.
adopted and the time of the next review, according to reasonably available information.
This duty must be clearly defined to allow for monitoring without requiring disclosure.
indiscriminate use of sensitive commercial data.

The consequences of non-compliance must take into account the nature of the failure and its likelihood of being resolved.
Correction. A reporting error and the unauthorized use of an asset may require different responses.
It is proposed to distinguish between remediation deadlines, containment measures, and closure scenarios.
always subject to the applicable regime. The wording should allow the breached obligation to be linked to
Available measures are being taken, even when urgency makes waiting for a correction inappropriate.
Grouping all infractions under a generic penalty can leave unanswered precisely those...
Relevant differences between the events. Table 4 applies this relationship to hypothetical situations.
discussed in this article.

Table 4 – Relationship between event, warning and consequence (hypothetical examples)

Event	Warning: minimum content	Consequence or response available
Delivery delay due to an unforeseen event.	Deliveries affected, impact, actions taken, and date of the next update.	Reorganization of orders and obligations; examination of force majeure or hardship as per the applicable regime.
Fundamental alteration of the contractual balance	Grounds for the request, sent without undue delay.	Renegotiation, without automatic suspension of payments; recourse to the courts or arbitration in the absence of an agreement.
Commercial report error	Identifying the error and the intended correction.	Remediation period.
Unauthorized use of a licensed asset	Identification of the asset and its use in question.	Immediate containment measures; closure, when applicable, without waiting for remediation in case of emergency.
Discrepancy between contract, annexes, and requests.	Indication of incompatible documents to the designated person in charge.	Clarification of the authorization, specific agreement, and correction of the commercial instruction.
Change of address or responsible party	Formal update of notification data.	Validity of subsequent notices.
End of the relationship	Inventory, pending orders, and ongoing system access.	Return, disposal, or maintenance during the transition, with a record of compliance.

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Source: author's own work.

Terminating a relationship requires planning how to handle the remaining obligations.
Inventory, pending orders, and system access may remain after the termination notice. It is proposed...
define what will be returned, eliminated, or retained during the transition and how compliance will be ensured.
registered. The destination of the materials and usage authorizations must be consistent with the measures taken.
Commercial terminations. Post-contractual restrictions on competition, confidentiality and
The use of assets remains subject to examination of the object, duration, and competent authority.

6. Dispute Resolution and Institutional Context

The dispute resolution method should be chosen considering the commercial relationship and the conditions of...
Execution of the result. Arbitration does not necessarily offer the lowest cost for any
contract. The likely value of the dispute, the need for urgent protection, and the location of the assets.
They need to integrate the decision. The New York Convention governs recognition and enforcement.
of foreign arbitral awards, with conditions and grounds for refusal, especially in their
Articles III to V (Brazil, 2002). Their existence does not dispense with the examination of the arbitration agreement, of
documentary requirements and public order limits.
The arbitration clause must identify the institution, rules, and seat, as well as specify the language and composition.
of the court. Preliminary negotiation or mediation steps need to indicate who participates, how...
They begin and when it is considered possible to move forward. Undefined conditions may shift the controversy.
for the admissibility of the next stage itself. The discipline of urgent measures must be
compatible with the chosen system, preserving the possibility of protection during the attempt to
composition. In relationships composed of several instruments, the review should also verify whether their
Dispute resolution clauses are compatible.
Chart 1 presents an institutional snapshot: 870 new cases under the ICC Arbitration Rules in
2023, 831 in 2024 and 881 in 2025, according to preliminary communications from the entity (ICC, 2024, 2025,
2026b).5 The category excludes procedures in which the ICC acts as the appointing authority.
The annual differences indicate recorded volume; they do not show which contracts became...
better or worse.

[5] The preliminary announcements precede the full statistical report that the ICC publishes each year. For 2025, the full report confirms 881 new cases under the ICC Arbitration Rules (ICC, 2026a).

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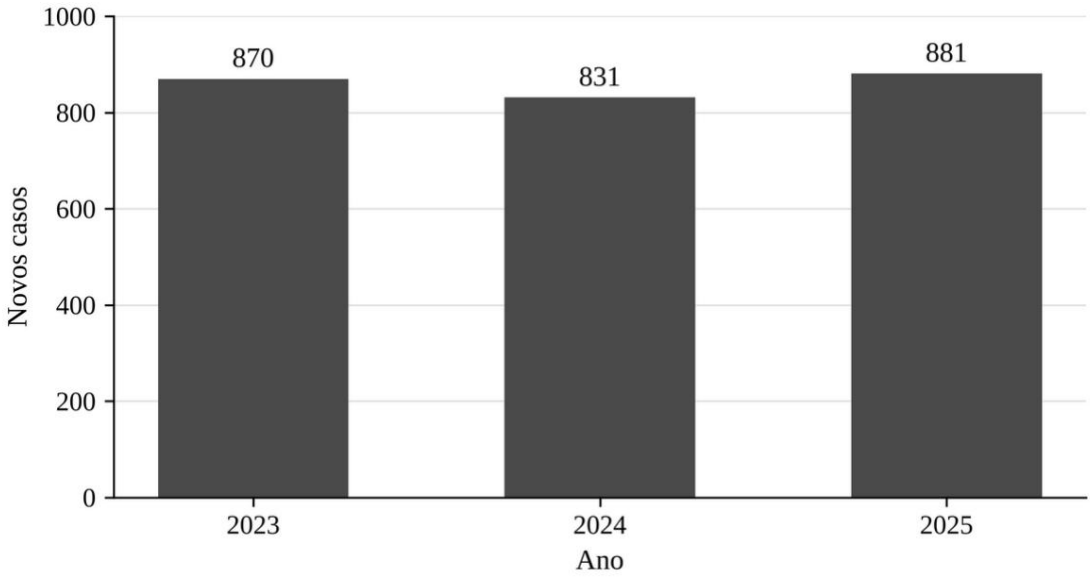
Chart 1 – New ICC arbitration cases from 2023 to 2025



Source: author's elaboration using data from the ICC preliminary communications (2024, 2025, 2026b).

The series shows a decrease between 2023 and 2024 and an increase in 2025. This movement describes the volume.
received by the institution and does not allow extrapolation to the whole of international trade.
Nor do the records demonstrate that a particular contractual architecture would have prevented the disputes.
The excerpt contextualizes the use of dispute resolution mechanisms; the proposal of
The prevention strategy developed in the article stems from document analysis and should be evaluated by its [author/source].
own fundamentals.
The full 2025 report allows us to observe the position of the Brazilian parties in this context. Among
2,531 parties from 147 countries and territories involved in new cases under the ICC Arbitration Rules, the
Brazil was the second most represented nationality, with 212 seats, behind the United States, with
284 (ICC, 2026a). Graph 2 shows the five most frequent nationalities.

Chart 2 – Parties in new ICC arbitration cases in 2025, by nationality (five most

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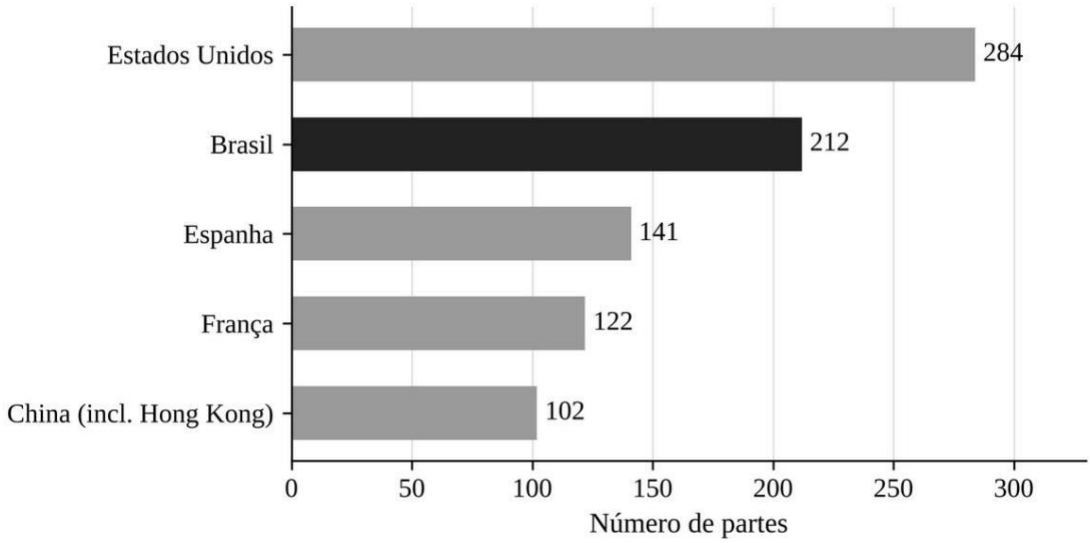
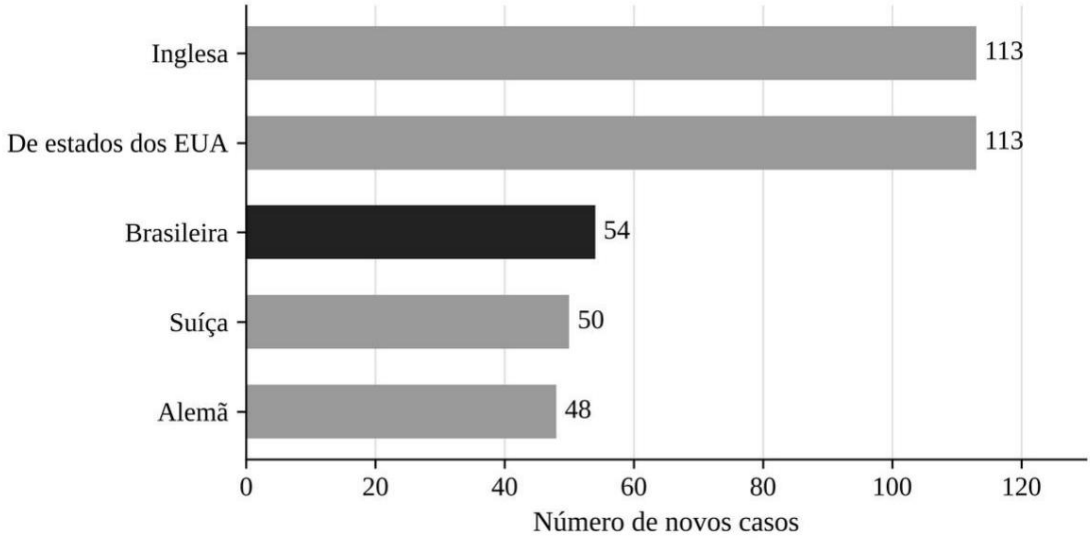
frequent)



Source: author's elaboration with data from ICC (2026a).

The choice of applicable law, examined in Section 3, also appears in the report. English law and the The rights of US states were cited in 113 new cases each, followed by the rights Brazilian (54), Swiss (50) and German (48), as shown in Graph 3 (ICC, 2026a).

Chart 3 – Most suitable applicable laws in new ICC arbitration cases in 2025



Source: author's elaboration with data from ICC (2026a).

These numbers indicate how frequently nationalities and laws appear in the recorded cases. by the institution. A single dispute can involve several parties of the same nationality, and the records They do not measure Brazil's participation in international trade nor the quality of the contracts governed.

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for each law.

In Brazil, the Arbitration in Numbers survey, which includes eight chambers, recorded 318

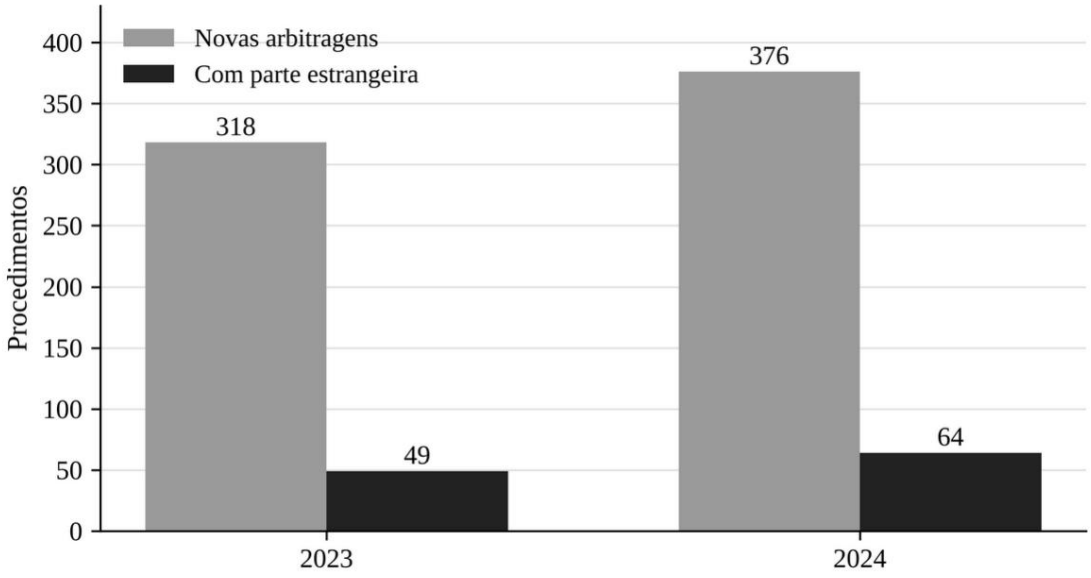
New arbitrations in 2023 and 376 in 2024. Procedures relating to international contracts,

Those cases in which one of the parties is foreign were considered to have increased from 49 to 64 in the same period.

period (Lemes, 2025), as shown in Graph 4. As the CCI itself integrates the chambers

Although researched, the Brazilian data and the ICC data are not independent and should not be combined.

Chart 4 – New arbitrations and arbitrations with a foreign party in eight chambers, 2023 and 2024



Source: author's elaboration with data from Lemes (2025).

7. PROPOSAL FOR INTEGRATED REVIEW AND DISCUSSION

The integrated review begins with identifying the economic relationship and the individuals who carry it out.

steps. Next, the main contract, annexes, and requests are compared, verifying the content of the

obligations and the negotiated order of precedence. The examination continues with the events that require

adaptation, the necessary information, and those responsible for the response. Finally, it is verified whether the

The measures foreseen for non-compliance are compatible with the dispute resolution system.

This sequence allows you to locate a pending decision in the corresponding document, without dealing with the...

The mere presence of a clause confirms its sufficiency. The procedure is analytical.

and it was not validated as an auditing tool. Figure 1 summarizes this sequence.

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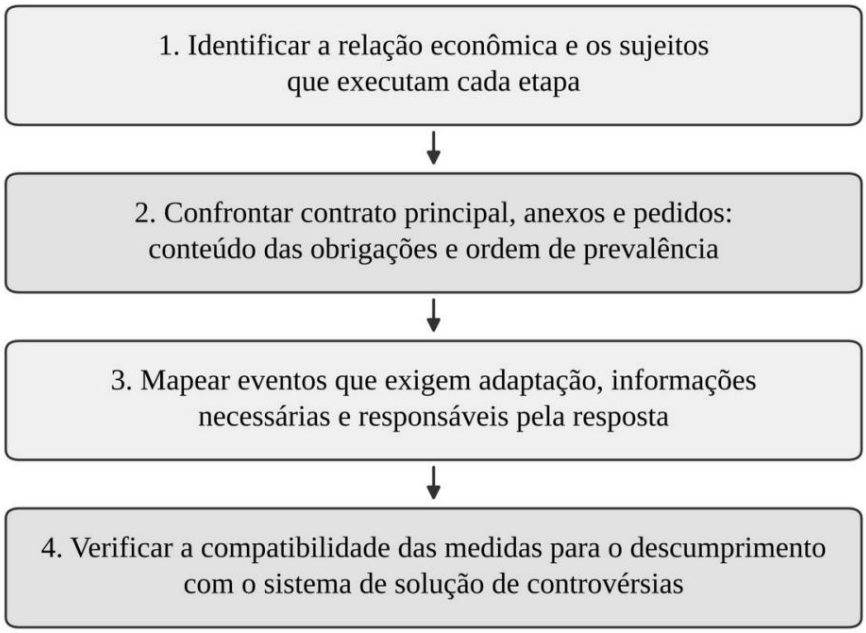
Figure 1 – Stages of the integrated review proposal



Source: author's own work.

In a hypothetical licensing situation linked to distribution, the main contract authorizes the use.
of the brand in a specific territory, while a commercial add-on allows sales by platform.
Digital without geographic limitations. The review identifies the discrepancy and requires clarification of the scope.
The authorization includes the means of compliance and the need for a specific agreement. The forecast of
Precedence between documents can aid interpretation, but it does not eliminate the need to correct an instruction.
Commercial use incompatible with authorized use. The example illustrates the joint reading of the instruments.
without reporting a professional case or the result of field research.

This approach allows one to distinguish a gap from a consciously accepted risk. The parties can
to waive a payment guarantee because its commercial cost is considered excessive. If the decision is
Explicit and reflected in the documents, it will be possible to identify the assumed exposure and assign its...
Monitoring. Prevention does not require eliminating all risk: it requires understanding its effects and
to decide who should observe it. The review becomes useful when it allows one to recognize a choice.
Negotiable, rather than confusing the absence of protection with a drafting oversight.

There are limitations to the proposal. The analysis does not include the set of sectoral, competition, and tax regulations.
and data protection that can interfere with each operation. The charts use records.
institutional, ICC and chambers gathered by Lemes (2025), and do not allow inferring the frequency
of conflicts in Brazilian companies. The relationship between contract extension was also not investigated.
and performance. These limitations indicate room for studies with documentary samples and

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interviews, subject to the corresponding methodological and ethical requirements.

8. FINAL CONSIDERATIONS

The contractual architecture should be evaluated based on the correspondence between the economic operation and the procedures designed to execute it. A signed instrument can coexist with obligations.

Contradictory decisions, undefined responsibilities, and incompatible documents. Prevention starts with... identifying who performs each step and how compliance can be monitored during the commercial relationship.

Choosing the applicable law requires defining the matters covered by each instrument. Rules uniforms of purchase and sale, principles that are not binding in themselves and standards of recognition of Arbitral awards perform different functions. Coordination between these systems depends on... nature of the transaction and the relevant mandatory rules. Generic references to a law, to a A court or a city cannot replace this examination.

In distribution and licensing, territories, channels, and authorized uses need to be compatible. between the main contract, annexes, and requests. The ownership of the assets must be distinguished from the Permissions for use and the destination of subsequent creations. The joint review of the instruments allows Identify discrepancies, such as the digital authorization without geographic limitations discussed in the example. hypothetical, before they guide incompatible conduct in execution.

Dealing with subsequent changes requires relating the event, the warning, and the consequence. Information on the impact and the measures taken allows for discussion of adaptation on a solid basis. Identifiable, without presuming that every commercial difficulty justifies suspension or renegotiation.

Responses to default and transitional measures should take into account the nature of the obligation, the The urgency and the conditions for continuing or ending the relationship.

Dispute resolution should follow these choices. Applicable law, jurisdiction, and arbitration venue. They need to be differentiated; negotiation stages must have responsible parties and understandable milestones.

The use of arbitration requires examining costs, urgent protection, and enforcement possibilities. result. The preliminary data from the ICC offer institutional context, with the same category of new cases each year, without allowing inferences about the overall incidence of disputes or effectiveness. of specific contracts.

The contribution of this study consists of organizing a review that relates subjects, documents, events and consequences, and to differentiate between gaps and consciously accepted risks. This is about an interpretative proposal, without empirical validation or examination of all sectoral, fiscal, requirements. competition and data protection. Its application requires regulatory and documentary investigation.

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specific to the operation. Future studies may compare contracts with execution practices.
observing whether the negotiated procedures are being used and how they adapt to changes.
commercial. The criterion supported in this article is that the commitments can be understood,
executed and reviewed with consistency between the operation and its response mechanisms.

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