

ENGLISH FOR WORK / ENGLISH FOR INTERNATIONAL LEGAL PRACTICE

International Law English

Identify the jurisdiction. Preserve the distinction.



Phil Stilwell

© 2026 Phil Stilwell. All rights reserved.

No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means without prior written permission from the author, except as permitted by law.

Eight practical lessons. Eleven extended conversations.
Vocabulary, phrase banks, guided speaking, and explained answers.

Revised 2026 edition / Upper-intermediate to advanced

Your route through the book

01 Defining the client and the cross-border mandate, page 4

Clarify legal entities, instructions, and jurisdictional scope before summarizing a cross-border matter.

02 Separating governing law from the dispute forum, page 15

Explain contract provisions without collapsing substantive law, court jurisdiction, and hearing location.

03 Coordinating service abroad and deadline questions, page 28

Distinguish physical receipt, a service method, and verified legal effect in a cross-border procedural update.

04 Explaining an arbitral seat and hearing arrangements, page 38

Distinguish the legal seat, hearing venue, procedural rules, and language in an arbitration planning discussion.

05 Explaining recognition, enforcement, and recovery, page 50

Distinguish a favorable arbitral award from recognition, enforcement proceedings, and actual collection.

06 Reading treaty text without overstating applicability, page 61

Distinguish treaty wording, participation status, temporal scope, and interpretation in a concise legal briefing.

07 Coordinating cross-border document production, page 73

Explain preservation, review, disclosure, and transfer as separate steps while coordinating conflicting legal requirements.

08 Negotiating settlement language across legal systems, page 84

Separate negotiating positions, authority, drafting status, and legal effect in a cross-border settlement update.

[Professional communication notes, page 3](#)

[Three additional workplace cases, page 98](#)

[Answers and explanations, page 111](#)

[Phrase finder, page 165](#)

[Vocabulary index, page 167](#)

[References and publication notes, page 171](#)

Suggested study range: B2-C1. This is an editorial study range, not a certified proficiency assessment.

International is a context, not a universal rulebook.

Cross-border work requires lawyers to explain which law, institution, entity, and procedure they mean. Clear English keeps a provisional view separate from local advice and preserves uncertainty when documents travel between languages and legal systems.

Name the legal person

A group name, brand, parent company, and contracting affiliate may not identify the same legal person. Clarify the client and relevant parties before discussing the substance.

"Which entity signed, and which entity is asking us to act?"

Separate the legal questions

Governing law, jurisdiction, venue, arbitral seat, and enforcement concern different questions. A convenient location does not answer all of them.

"That clause identifies substantive law; the forum clause needs separate review."

Keep local advice attributable

A coordinating lawyer should identify which jurisdictional issue requires local counsel, what information the opinion assumes, and what remains open.

"Local counsel has confirmed that point for the stated facts, not for every affiliate."

Make the status explicit

Received, served, filed, recognized, enforced, proposed, and agreed are not interchangeable. Shortened progress reports can create false legal certainty.

"The application was filed; the court has not determined it."

Professional boundaries

All people, organizations, cases, figures, and documents in the exercises are fictional. This is professional English practice, not legal advice, a filing guide, or authority to practice law. Legal meanings, deadlines, privilege, service, privacy, sanctions, and enforceability depend on the actual jurisdiction, instrument, facts, and current law. Use qualified counsel and verified current primary materials for real matters. No exercise establishes a filing deadline, service method, court jurisdiction, treaty obligation, or binding settlement. Protect real client information.

A Read the situation

LESSON 01 / DEFINING THE CLIENT AND THE CROSS-BORDER MANDATE

Clarify legal entities, instructions, and jurisdictional scope before summarizing a cross-border matter.

The parent is not the signatory

Orion Group contacts coordinating lawyer Leila about a supply dispute. The contract names Orion Components Ltd as signatory, while the email comes from the parent company, Orion Holdings. Contact Theo has not yet confirmed which entity will be the client or who can authorize the engagement. Documents mention operations in two jurisdictions. No representation, conflict clearance, or merits opinion has been established.

People: Theo, Group legal contact; Leila, Coordinating lawyer.

Read the record

Choose one answer per question using the facts above.

1. Which entity is named in the contract?

- A. Orion Holdings
- B. Orion Group as an identified legal person
- C. Leila's firm
- D. Orion Components Ltd

2. Which point remains unresolved?

- A. The client entity and engagement authority
- B. The existence of a supply dispute
- C. The parent's email involvement
- D. The subsidiary's contract name

3. What would overstate the present status?

- A. Theo is the contact
- B. A contract has been supplied
- C. Our firm has accepted representation
- D. Two jurisdictions are mentioned

[Answers and explanations, page 111](#)

B Vocabulary in use

CORE TERMS

legal entity

Organization or person recognized as having a distinct legal identity.

identify the legal entity

subsidiary

Company controlled by another company.

identify the contracting subsidiary

contracting party

Person or entity that is a party to the contract.

identify the contracting party

client identity

Identification of the person or entity for whom counsel acts.

confirm client identity

scope of engagement

Boundaries of the work counsel is engaged to perform.

define the scope of engagement

authority to instruct

Power to give instructions for the relevant client or matter.

verify authority to instruct

parent company

Company controlling another company under the relevant relationship.

distinguish the parent company

affiliate

Entity connected through the relevant ownership or control relationship.

clarify the affiliate relationship

signatory

Person or entity identified as signing a document in the relevant capacity.

verify the signatory

engagement letter

Document defining the agreed professional engagement.

settle the engagement letter

conflicts check

Review for relevant conflicts before or during representation.

complete a conflicts check

local counsel

Lawyer advising on the relevant local jurisdiction.

instruct local counsel

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

legal entity LEGAL ENTITY

identify the legal entity

Keep the meaning precise: Organization or person recognized as having a distinct legal identity.

signatory SIGNATORY

verify the signatory

Keep the meaning precise: Person or entity identified as signing a document in the relevant capacity.

B Precision and professional shorthand

EXTEND YOUR RANGE

coordinating counsel

Lawyer organizing advice or work across the matter.

identify coordinating counsel

private international law

Rules addressing cross-border private-law questions, including applicable law and jurisdiction.

distinguish private international law

corporate capacity

Legal ability of an entity to act in the relevant context.

verify corporate capacity

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

jurisdictional nexus

Connection linking a matter to a particular legal jurisdiction.

identify a jurisdictional nexus

public international law

Law concerning states and other subjects of the international legal order.

distinguish public international law

instruction record

Traceable account of instructions received and their source.

maintain an instruction record

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

B Precision and professional shorthand / continued

action owner

Named person responsible for a specified next step.

confirm the action owner

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

local counsel LOCAL COUNSEL

instruct local counsel

Keep the meaning precise: Lawyer advising on the relevant local jurisdiction.

corporate capacity CORPORATE CAPACITY

verify corporate capacity

Keep the meaning precise: Legal ability of an entity to act in the relevant context.

Phrases that move the work forward

Identify the party

Which legal entity signed this agreement?

Check authority

Who is authorized to give instructions for that entity?

Coordinate advice

That local-law point needs the appropriate local counsel.

Separate legal fields

A private cross-border contract dispute is not automatically a dispute between states.

Clarify the question

Are you asking about the finding or the next step?

Attribute information

That is what the current record says; it has not been independently confirmed.

Check scope

That decision sits outside my authority.

Repair misunderstanding

Let me restate the distinction more clearly.

Clarify the client

Is the proposed client the parent or the contracting subsidiary?

Limit the mandate

We need to define which jurisdictions and questions the engagement covers.

Avoid premature acceptance

We have not yet confirmed the engagement or completed the required checks.

Summarize intake

The signatory is identified; client identity and authority remain to be confirmed.

Invite correction

Please correct me if I have misunderstood that detail.

Separate possibility

That is a possibility, not an agreed outcome.

Pin down responsibility

Who is responsible for that specific next step?

Close an exchange

We agree on the action, the owner, and the point for review.

Precision in real exchanges

Purpose: Limit the mandate

Useful wording: We need to define which jurisdictions and questions the engagement covers.

Purpose: Coordinate advice

Useful wording: That local-law point needs the appropriate local counsel.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which intake question resolves the key distinction?

- A.** Can the group brand replace every entity name?
- B.** Shall we assume the parent is liable?
- C.** Have we already won in both jurisdictions?
- D.** Which entity is asking us to act, and which signed?

2. Which summary is supported?

- A.** Every affiliate is already our client
- B.** The matter is necessarily a state dispute
- C.** The subsidiary signed; the proposed client remains unconfirmed
- D.** The parent signed and retained us

3. A colleague needs the term for this meaning: Entity connected through the relevant ownership or control relationship. Which term fits?

- A.** scope of engagement
- B.** private international law
- C.** affiliate
- D.** working assumption

D Choose the response that fits / continued

4. Rebuild the exchange from "The parent is not the signatory". Theo: "I assumed that using the group name would cover the parent and every affiliate without more detail." Leila: [missing response] Theo: "I can ask who will authorize the work. My role is to gather the documents, not necessarily to retain counsel." Which response belongs in the gap?

- A.** We need to confirm client identity rather than assume that every connected company would be represented under one engagement.
- B.** Before discussing the merits, which legal entity is asking us to act, and which entity signed the contract?
- C.** That clarifies authority to instruct. Please identify the authorized person without treating your coordination role as broader permission.
- D.** Then the contracting party and the email sender are different. We should keep that distinction in the intake record.

[Answers and explanations, page 111](#)

One useful distinction

The parent's email does not establish that the parent signed the contract or is the client. Cross-border facts also do not automatically make the dispute one between states.

Conversation

The parent is not the signatory

The parent is not the signatory

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

legal entity / scope of engagement / instruction record / coordinating counsel /
Private international law / contracting party / conflicts check / authority to instruct /
client identity / engagement letter

- 01 **Theo:** Orion Group would like your firm to handle the supply dispute. The contract and the parent's email are attached.
- 02 **Leila:** Before discussing the merits, which ¹ _____ is asking us to act, and which entity signed the contract?
- 03 **Theo:** The contract names Orion Components Ltd, but I work with Orion Holdings and used the parent company's email.
- 04 **Leila:** Then the ² _____ and the email sender are different. We should keep that distinction in the intake record.
- 05 **Theo:** I assumed that using the group name would cover the parent and every affiliate without more detail.
- 06 **Leila:** We need to confirm ³ _____ rather than assume that every connected company would be represented under one engagement.
- 07 **Theo:** I can ask who will authorize the work. My role is to gather the documents, not necessarily to retain counsel.
- 08 **Leila:** That clarifies ⁴ _____. Please identify the authorized person without treating your coordination role as broader permission.
- 09 **Theo:** The documents mention operations in two jurisdictions. Does that mean you will advise on every local issue directly?
- 10 **Leila:** Not necessarily. The ⁵ _____ should identify the questions we handle and where appropriately qualified local advice is needed.

Conversation continues on the next page.

The parent is not the signatory

CONVERSATION / CONTINUED

- 11 **Theo:** We would value one person coordinating the advice so that separate answers do not contradict each other without explanation.
- 12 **Leila:** We can discuss a ⁶ _____ role while keeping each local opinion attributable to the relevant lawyer and stated assumptions.
- 13 **Theo:** Should I tell management that your firm has accepted the matter now that we have sent the documents?
- 14 **Leila:** Not yet. We need the actual engagement process and a ⁷ _____, along with the other required information, before confirming representation.
- 15 **Theo:** I will describe this as an intake discussion, not an accepted engagement or a favorable view on the claim.
- 16 **Leila:** Good. The ⁸ _____ should eventually reflect the confirmed client and scope rather than leaving those points implied.
- 17 **Theo:** One executive called this public international law because the companies operate in different countries. Is that a useful description?
- 18 **Leila:** Not automatically. ⁹ _____ questions can arise in a private contract dispute; the international element alone does not make it a state dispute.
- 19 **Theo:** I will return with the exact entity details, the authorized contact, and the questions we need answered in each jurisdiction.
- 20 **Leila:** That will give us an accurate ¹⁰ _____ and a sound basis for deciding the engagement, without assuming liability or offering a merits opinion prematurely.

CHECK THE GAPS

1. legal entity / 2. contracting party / 3. client identity / 4. authority to instruct / 5. scope of engagement / 6. coordinating counsel / 7. conflicts check / 8. engagement letter / 9. Private international law / 10. instruction record

[Why these answers fit, page 112](#)

F Check accuracy and scope

The parent is not the signatory

Return to the case

Orion Group contacts coordinating lawyer Leila about a supply dispute. The contract names Orion Components Ltd as signatory, while the email comes from the parent company, Orion Holdings. Contact Theo has not yet confirmed which entity will be the client or who can authorize the engagement. Documents mention operations in two jurisdictions. No representation, conflict clearance, or merits opinion has been established.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. What should be attributed to local counsel?

- A. A universal rule for all countries
- B. Automatic authority to act for all affiliates
- C. Advice on the specified local-law question
- D. Every commercial preference of the group

2. Which phrase preserves an unresolved condition?

- A. Subject to completion of the required checks
- B. Unconditionally accepted
- C. Representation is already confirmed
- D. No further authority is needed

[Answers and explanations, page 114](#)

Listen for the distinction

Swap roles and give the final intake summary without claiming that representation has been accepted.

A familiar group name is not enough

Corporate shorthand can conceal important distinctions. Clarify the legal entity and authority without implying that the contact has acted improperly.

F Say it / transfer to a new case

A new affiliate joins the email chain

After intake, another affiliate joins the email chain and asks for advice. The engagement for that affiliate has not been confirmed, and no conflicts outcome is supplied.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

instruct / affiliate / confirmed / outstanding

- 01 **Contact:** A different ¹ _____ has joined the discussion.
- 02 **Lawyer:** Its representation is not yet ² _____.
- 03 **Contact:** We need to identify its authority to ³ _____.
- 04 **Lawyer:** The required checks remain ⁴ _____.

CHECK THE GAPS

1. affiliate / 2. confirmed / 3. instruct / 4. outstanding

[Why these answers fit, page 114](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "The parent is not the signatory". Theo: "Should I tell management that your firm has accepted the matter now that we have sent the documents?" Leila: [missing response] Theo: "I will describe this as an intake discussion, not an accepted engagement or a favorable view on the claim." Which response belongs in the gap?

- A.** Then the contracting party and the email sender are different. We should keep that distinction in the intake record.
- B.** Not necessarily. The scope of engagement should identify the questions we handle and where appropriately qualified local advice is needed.
- C.** Not yet. We need the actual engagement process and a conflicts check, along with the other required information, before confirming representation.
- D.** We can discuss a coordinating counsel role while keeping each local opinion attributable to the relevant lawyer and stated assumptions.

[Answers and explanations, page 115](#)

A Read the situation

LESSON 02 / SEPARATING GOVERNING LAW FROM THE DISPUTE FORUM

Explain contract provisions without collapsing substantive law, court jurisdiction, and hearing location.

The clause answers two different questions

A fictional supply contract says its substantive law is the law of Jurisdiction A and names courts in Jurisdiction B in a separate dispute clause. Counsel Mina and commercial manager Owen review the wording. Whether the clauses are effective, exclusive, or subject to mandatory rules has not been assessed. Owen assumes the named courts necessarily apply only their own substantive law.

People: Owen, Commercial manager; Mina, Counsel.

Read the record

Choose one answer per question using the facts above.

1. Which substantive law does the fictional wording select?

- A. No identified law
- B. Law of Jurisdiction A
- C. Law of Jurisdiction B automatically
- D. Any law chosen later by a witness

2. Which courts does the separate clause name?

- A. Courts in Jurisdiction B
- B. Courts in Jurisdiction A only
- C. Every court worldwide
- D. No court

3. What remains unassessed?

- A. The wording's two named jurisdictions
- B. Owen's assumption
- C. The existence of separate clauses
- D. Effectiveness and scope of the clauses

[Answers and explanations, page 116](#)

B Vocabulary in use

CORE TERMS

governing law

Law identified as governing a legal relationship or question.

identify the governing law

procedural law

Rules governing the conduct of legal proceedings.

distinguish procedural law

forum-selection clause

Wording identifying a forum for disputes.

interpret a forum-selection clause

venue

Place where proceedings are conducted under the relevant framework.

distinguish venue

non-exclusive jurisdiction clause

Clause identifying a forum without necessarily excluding others.

interpret a non-exclusive jurisdiction clause

conflict-of-laws analysis

Assessment of which law or forum rules apply to a cross-border issue.

undertake conflict-of-laws analysis

substantive law

Law determining rights and obligations rather than only procedure.

distinguish substantive law

choice-of-law clause

Contract wording selecting law for specified matters.

review a choice-of-law clause

jurisdiction

Legal authority of a court or tribunal over the relevant matter or parties.

assess jurisdiction

exclusive jurisdiction clause

Clause purporting to designate a forum to the exclusion of alternatives.

assess an exclusive jurisdiction clause

mandatory rule

Rule that may apply despite party agreement under the relevant legal framework.

identify a mandatory rule

forum non conveniens

Doctrine allowing a court in applicable systems to decline a forum on specified grounds.

assess forum non conveniens locally

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

governing law GOVERNING LAW

identify the governing law

Keep the meaning precise: Law identified as governing a legal relationship or question.

jurisdiction JURISDICTION

assess jurisdiction

Keep the meaning precise: Legal authority of a court or tribunal over the relevant matter or parties.

B Precision and professional shorthand

EXTEND YOUR RANGE

choice of court

Selection of a court or courts for a dispute.

clarify choice of court

severability

Treatment of whether one invalid provision affects others under the applicable framework.

consider severability under the actual law

contract interpretation

Determination of contractual meaning under the relevant law and context.

explain contract interpretation

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

dispute-resolution clause

Contract provision addressing how disputes are to be handled.

review the dispute-resolution clause

enforceability opinion

Legal assessment of whether specified rights or provisions can be enforced.

qualify an enforceability opinion

local-law qualification

Limitation or condition arising from the relevant local-law analysis.

preserve a local-law qualification

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

B Precision and professional shorthand / continued

action owner

Named person responsible for a specified next step.

confirm the action owner

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

forum non conveniens FORUM NON CONVENIENS

assess forum non conveniens locally

Keep the meaning precise: Doctrine allowing a court in applicable systems to decline a forum on specified grounds.

contract interpretation CONTRACT INTERPRETATION

explain contract interpretation

Keep the meaning precise: Determination of contractual meaning under the relevant law and context.

Phrases that move the work forward

Separate the clauses

This provision selects law; that provision identifies a forum.

Avoid automatic inference

The court's location does not by itself settle every applicable-law question.

Preserve review

We have described the wording, not yet given an enforceability opinion.

Flag qualification

That conclusion remains subject to the relevant local-law analysis.

Owen / in the conversation

The contract names courts in B, so I assumed the law of B governs every question under the agreement.

Owen / in the conversation

The first provision says the agreement uses the substantive law of A.

Mina / in the conversation

Then substantive law and the named forum are identified separately in this wording.

Owen / in the conversation

Does a court's location tell us nothing useful, or does it answer a different part of the legal question?

State the wording

The contract names A for substantive law and B for courts.

Clarify scope

Which disputes and parties does the clause actually cover?

Check exclusivity

We should not assume exclusive unless the actual wording and law support it.

Summarize plainly

Where a dispute is heard and which substantive law applies are distinct questions.

Mina / in the conversation

Let us separate the choice-of-law clause from the provision about courts before drawing that conclusion from the location alone.

Owen / in the conversation

The next one names courts in B.

Mina / in the conversation

That is the distinction we need to preserve.

Mina / in the conversation

It matters, but procedural law and other forum issues need their own analysis.

Precision in real exchanges

Purpose: Clarify scope

Useful wording: Which disputes and parties does the clause actually cover?

Purpose: Preserve review

Useful wording: We have described the wording, not yet given an enforceability opinion.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which summary accurately separates the clauses?

- A.** The clauses have no possible separate functions
- B.** A is named for substantive law; B is named for courts
- C.** B automatically replaces A in every respect
- D.** A's courts are necessarily the only forum

2. Which question remains open?

- A.** Whether B is mentioned
- B.** Whether Owen asked for clarification
- C.** Whether the forum clause is effective and exclusive
- D.** Whether the text names A

3. A colleague needs the term for this meaning: Contract wording selecting law for specified matters. Which term fits?

- A.** severability
- B.** choice-of-law clause
- C.** non-exclusive jurisdiction clause
- D.** working assumption

D Choose the response that fits / continued

4. Rebuild the exchange from "The clause answers two different questions". Owen: "Does a court's location tell us nothing useful, or does it answer a different part of the legal question?" Mina: [missing response] Owen: "I also called the courts exclusive in my summary, although I did not check whether the clause used that word." Which response belongs in the gap?

- A.** Then substantive law and the named forum are identified separately in this wording. That is the distinction we need to preserve.
- B.** A mandatory rule can require separate attention under the relevant framework. We need local analysis rather than a universal answer from this clause alone.
- C.** We should review the forum-selection clause before describing its scope or exclusivity. Your summary currently adds a conclusion we have not assessed.
- D.** It matters, but procedural law and other forum issues need their own analysis. One label should not stand in for every issue.

[Answers and explanations, page 116](#)

One useful distinction

Selecting a court and selecting substantive law address different questions. The fictional wording can be described without concluding that either clause is effective or universally enforceable.

E Conversation

The clause answers two different questions

The clause answers two different questions

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

Venue / choice-of-law clause / procedural law / Jurisdiction / mandatory rule /
forum-selection clause / enforceability opinion / local-law qualification / substantive law /
contract interpretation

- 01 **Owen:** The contract names courts in B, so I assumed the law of B governs every question under the agreement.
- 02 **Mina:** Let us separate the ¹ _____ from the provision about courts before drawing that conclusion from the location alone.
- 03 **Owen:** The first provision says the agreement uses the substantive law of A. The next one names courts in B.
- 04 **Mina:** Then ² _____ and the named forum are identified separately in this wording. That is the distinction we need to preserve.
- 05 **Owen:** Does a court's location tell us nothing useful, or does it answer a different part of the legal question?
- 06 **Mina:** It matters, but ³ _____ and other forum issues need their own analysis. One label should not stand in for every issue.
- 07 **Owen:** I also called the courts exclusive in my summary, although I did not check whether the clause used that word.
- 08 **Mina:** We should review the ⁴ _____ before describing its scope or exclusivity. Your summary currently adds a conclusion we have not assessed.
- 09 **Owen:** Could a rule still matter even if the parties chose a different law in their agreement?
- 10 **Mina:** A ⁵ _____ can require separate attention under the relevant framework. We need local analysis rather than a universal answer from this clause alone.

Conversation continues on the next page.

The clause answers two different questions

CONVERSATION / CONTINUED

- 11 **Owen:** Then choosing a court is not quite the same as confirming that the court has authority over every possible dispute.
- 12 **Mina:** Correct. ⁶ _____ needs to be assessed for the actual parties and issue, not assumed from an abbreviated contract summary.
- 13 **Owen:** I used venue as another word for governing law in the internal slide. That now seems likely to confuse people.
- 14 **Mina:** ⁷ _____ concerns the place of proceedings in the relevant framework. It is not a substitute term for substantive law.
- 15 **Owen:** Could I tell management we have read the wording but have not completed the legal opinion about its effect?
- 16 **Mina:** Yes. An ⁸ _____ is more than identifying the two jurisdictions named in the document.
- 17 **Owen:** We should also carry any assumptions from local counsel into the summary instead of removing them to make the slide shorter.
- 18 **Mina:** Exactly. A ⁹ _____ may be essential to the meaning of the advice, not optional wording around the main answer.
- 19 **Owen:** My corrected explanation is that A is named for substantive law, B for courts, and scope and effect remain under review.
- 20 **Mina:** That preserves the ¹⁰ _____ questions without promising a result or treating one location as the answer to everything.

CHECK THE GAPS

1. choice-of-law clause / 2. substantive law / 3. procedural law / 4. forum-selection clause / 5. mandatory rule / 6. Jurisdiction / 7. Venue / 8. enforceability opinion / 9. local-law qualification / 10. contract interpretation

[Why these answers fit, page 117](#)

F Check accuracy and scope

The clause answers two different questions

Return to the case

A fictional supply contract says its substantive law is the law of Jurisdiction A and names courts in Jurisdiction B in a separate dispute clause. Counsel Mina and commercial manager Owen review the wording. Whether the clauses are effective, exclusive, or subject to mandatory rules has not been assessed. Owen assumes the named courts necessarily apply only their own substantive law.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. What does a local-law qualification do?

- A. Removes the need for local advice
- B. Guarantees enforcement everywhere
- C. Replaces the contract wording
- D. Limits the conclusion to the actual analysis and conditions

2. Which phrase most clearly avoids an overstatement?

- A. Every jurisdiction must enforce it
- B. The choice eliminates all mandatory rules
- C. The clause names these courts; its effect needs review
- D. These courts are unquestionably exclusive

[Answers and explanations, page 119](#)

Listen for the distinction

Swap roles and summarize the two fictional clauses while keeping effectiveness and exclusivity unresolved.

Separate before simplifying

A short explanation can remain accurate if it identifies the distinct question each clause addresses. Avoid replacing several legal concepts with the convenient word location.

F Say it / transfer to a new case

Exclusive was added in the summary

The original clause names a forum, but its exclusivity has not been assessed. An internal summary calls the forum exclusive. Counsel requests correction pending review.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

forum / review / characterization / exclusive

- 01 **Counsel:** The clause names a ¹ _____.
- 02 **Manager:** My summary added the word ² _____.
- 03 **Counsel:** That conclusion remains under ³ _____.
- 04 **Manager:** I will correct the unsupported ⁴ _____.

CHECK THE GAPS

1. forum / 2. exclusive / 3. review / 4. characterization

[Why these answers fit, page 119](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "The clause answers two different questions". Owen: "I used venue as another word for governing law in the internal slide. That now seems likely to confuse people." Mina: [missing response] Owen: "Could I tell management we have read the wording but have not completed the legal opinion about its effect?" Which response belongs in the gap?

- A.** Correct. Jurisdiction needs to be assessed for the actual parties and issue, not assumed from an abbreviated contract summary.
- B.** That preserves the contract interpretation questions without promising a result or treating one location as the answer to everything.
- C.** Venue concerns the place of proceedings in the relevant framework. It is not a substitute term for substantive law.
- D.** Let us separate the choice-of-law clause from the provision about courts before drawing that conclusion from the location alone.

[Answers and explanations, page 120](#)

Review 1 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Defining the client and the cross-border mandate" and "Separating governing law from the dispute forum". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: Company controlled by another company. Which term fits?

- A. source attribution
- B. subsidiary
- C. jurisdictional nexus
- D. engagement letter

2. A colleague needs the term for this meaning: Clause purporting to designate a forum to the exclusion of alternatives. Which term fits?

- A. clarification request
- B. exclusive jurisdiction clause
- C. governing law
- D. choice of court

3. Rebuild the exchange from "The parent is not the signatory". Theo: "The documents mention operations in two jurisdictions. Does that mean you will advise on every local issue directly?" Leila: [missing response] Theo: "We would value one person coordinating the advice so that separate answers do not contradict each other without explanation." Which response belongs in the gap?

- A. We need to confirm client identity rather than assume that every connected company would be represented under one engagement.
- B. We can discuss a coordinating counsel role while keeping each local opinion attributable to the relevant lawyer and stated assumptions.
- C. Then the contracting party and the email sender are different. We should keep that distinction in the intake record.
- D. Not necessarily. The scope of engagement should identify the questions we handle and where appropriately qualified local advice is needed.

Review 1 / Meaning and context / continued

4. Rebuild the exchange from "The clause answers two different questions". Owen: "We should also carry any assumptions from local counsel into the summary instead of removing them to make the slide shorter." Mina: [missing response] Owen: "My corrected explanation is that A is named for substantive law, B for courts, and scope and effect remain under review." Which response belongs in the gap?

- A.** Then substantive law and the named forum are identified separately in this wording. That is the distinction we need to preserve.
- B.** Correct. Jurisdiction needs to be assessed for the actual parties and issue, not assumed from an abbreviated contract summary.
- C.** Let us separate the choice-of-law clause from the provision about courts before drawing that conclusion from the location alone.
- D.** Exactly. A local-law qualification may be essential to the meaning of the advice, not optional wording around the main answer.

[Answers and explanations, page 151](#)

A Read the situation

LESSON 03 / COORDINATING SERVICE ABROAD AND DEADLINE QUESTIONS

Distinguish physical receipt, a service method, and verified legal effect in a cross-border procedural update.

Delivered is not necessarily served

Coordinator Ben sends counsel Asha a courier receipt showing delivery of documents to an overseas company's office. No assessment of valid service, applicable treaty channels, translation requirements, recipient authority, or response deadline has been completed. Ben has described the defendant as served. Asha requests jurisdiction-specific verification and keeps any actual urgent deadline issue with qualified counsel.

People: Ben, Matter coordinator; Asha, Counsel.

Read the record

Choose one answer per question using the facts above.

1. What does the supplied receipt confirm?

- A. A courier delivery event
- B. Valid service under every applicable rule
- C. An established response deadline
- D. The recipient's legal authority

2. Which summary currently overstates the facts?

- A. A receipt exists
- B. Counsel needs to review the route
- C. The defendant has been served
- D. Documents reached an office

3. What must be verified before giving a deadline answer?

- A. A guessed standard period
- B. The courier's advertising promise
- C. The coordinator's preferred date
- D. The applicable rules and actual triggering facts

[Answers and explanations, page 121](#)

B Vocabulary in use

CORE TERMS

service of process

Formal delivery or notification of legal documents under the applicable rules.

verify service of process

Central Authority

Designated authority with functions under the relevant convention.

verify the designated Central Authority

service request

Request seeking service through the relevant procedure.

prepare a service request

courier receipt

Record of delivery by a courier.

distinguish a courier receipt

translation requirement

Rule requiring documents in a specified language or form.

confirm a translation requirement

declaration or objection

State position affecting operation of a convention provision under the relevant framework.

check current declarations or objections

transmission channel

Route used to send documents under the relevant procedure.

identify a transmission channel

Convention Contracting Party

State or other eligible party bound in the relevant convention context.

check Convention Contracting Party status

certificate of service

Document recording service-related facts under the applicable process.

review a certificate of service

authorized recipient

Person permitted to receive documents in the relevant legal capacity.

verify the authorized recipient

certified translation

Translation accompanied by the certification required in the relevant context.

obtain the required certified translation

country profile

Official country-specific procedural information.

consult the current country profile

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

service of process SERVICE OF PROCESS

verify service of process

Keep the meaning precise: Formal delivery or notification of legal documents under the applicable rules.

certificate of service CERTIFICATE OF SERVICE

review a certificate of service

Keep the meaning precise: Document recording service-related facts under the applicable process.

B Precision and professional shorthand

EXTEND YOUR RANGE

response deadline

Latest time for a required response under the actual rules.

verify the response deadline

procedural calendar

Record of verified procedural dates and obligations.

maintain the procedural calendar

defective service

Service that fails to satisfy applicable requirements.

assess alleged defective service

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

action owner

Named person responsible for a specified next step.

confirm the action owner

triggering event

Event that starts a legal period or obligation under the relevant rule.

establish the triggering event

proof of transmission

Evidence that documents were sent through a stated route.

retain proof of transmission

local procedural advice

Jurisdiction-specific advice on process and formalities.

obtain local procedural advice

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

country profile **COUNTRY PROFILE**

consult the current country profile

Keep the meaning precise: Official country-specific procedural information.

defective service **DEFECTIVE SERVICE**

assess alleged defective service

Keep the meaning precise: Service that fails to satisfy applicable requirements.

Phrases that move the work forward

Report the event

The courier confirms delivery to the office.

Check the route

Which transmission channel is applicable to these documents and countries?

Check current requirements

Let us verify the relevant country information and translation requirements.

Escalate promptly

The deadline question needs immediate attention from the responsible counsel.

Ben / in the conversation

The courier receipt shows delivery to the overseas office, so I marked the defendant as served in our status report.

Asha / in the conversation

We have not yet verified whether that delivery constitutes valid service.

Asha / in the conversation

We need to verify the authorized recipient and the applicable procedure, rather than assume that any office signature has the same legal effect.

Asha / in the conversation

The transmission channel needs to be checked against the actual legal framework, documents, countries, and relevant requirements.

Avoid the legal leap

That receipt alone does not establish valid service.

Verify the recipient

We need to confirm who received them and in what capacity.

Preserve timing uncertainty

The triggering event and response period still need legal verification.

Correct the status

I will replace served with the narrower delivery status until the legal review is complete.

Asha / in the conversation

Please separate the courier receipt from the legal conclusion.

Ben / in the conversation

I thought the signature on the receipt answered the question, but it only identifies someone who accepted the package.

Ben / in the conversation

Should I simply choose the route the courier normally uses for international deliveries?

Ben / in the conversation

The team mentioned a Hague Convention route but did not identify the countries' current positions or the authority involved.

Precision in real exchanges

Purpose: Verify the recipient

Useful wording: We need to confirm who received them and in what capacity.

Purpose: Check current requirements

Useful wording: Let us verify the relevant country information and translation requirements.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which update preserves the receipt's evidential scope?

- A.** Courier delivery confirmed; service validity under review
- B.** Valid service and deadline confirmed
- C.** Every treaty requirement satisfied
- D.** The company admitted the claim

2. What should the coordinator not calculate by guesswork?

- A.** The number of attached documents
- B.** The courier reference as printed
- C.** The date shown on the receipt
- D.** The legal response deadline

3. A colleague needs the term for this meaning: State or other eligible party bound in the relevant convention context. Which term fits?

- A.** Convention Contracting Party
- B.** translation requirement
- C.** working assumption
- D.** procedural calendar

D Choose the response that fits / continued

4. Rebuild the exchange from "Delivered is not necessarily served". Ben: "The matter crosses two countries. Should I simply choose the route the courier normally uses for international deliveries?" Asha: [missing response] Ben: "The team mentioned a Hague Convention route but did not identify the countries' current positions or the authority involved." Which response belongs in the gap?

- A.** Then verify the relevant Central Authority where that channel applies, together with the current official country information and qualified advice.
- B.** No. The transmission channel needs to be checked against the actual legal framework, documents, countries, and relevant requirements.
- C.** Please separate the courier receipt from the legal conclusion. We have not yet verified whether that delivery constitutes valid service.
- D.** Good. Keep the procedural calendar accurate, and make the outstanding deadline question visible to the lawyer responsible for it.

[Answers and explanations, page 121](#)

One useful distinction

Delivery, transmission, and valid service are different claims. The receipt cannot establish a universal deadline or show that treaty and local requirements were met.

Conversation

Delivered is not necessarily served

Delivered is not necessarily served

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

courier receipt / response deadline / local procedural advice / Central Authority /
authorized recipient / procedural calendar / certificate of service / translation requirement
/ triggering event / transmission channel

- 01 **Ben:** The courier receipt shows delivery to the overseas office, so I marked the defendant as served in our status report.
- 02 **Asha:** Please separate the ¹ _____ from the legal conclusion. We have not yet verified whether that delivery constitutes valid service.
- 03 **Ben:** I thought the signature on the receipt answered the question, but it only identifies someone who accepted the package.
- 04 **Asha:** We need to verify the ² _____ and the applicable procedure, rather than assume that any office signature has the same legal effect.
- 05 **Ben:** The matter crosses two countries. Should I simply choose the route the courier normally uses for international deliveries?
- 06 **Asha:** No. The ³ _____ needs to be checked against the actual legal framework, documents, countries, and relevant requirements.
- 07 **Ben:** The team mentioned a Hague Convention route but did not identify the countries' current positions or the authority involved.
- 08 **Asha:** Then verify the relevant ⁴ _____ where that channel applies, together with the current official country information and qualified advice.
- 09 **Ben:** I can gather the exact documents and the delivery record without claiming that the formal process is complete.
- 10 **Asha:** Please also check any ⁵ _____ through the proper review. Sending an English copy does not settle that question by itself.

Conversation continues on the next page.

Delivered is not necessarily served

CONVERSATION / CONTINUED

- 11 **Ben:** Management is asking when the company must respond. I was about to use the standard period from another matter.
- 12 **Asha:** Do not guess the ⁶ _____. This needs prompt attention from the responsible counsel using the actual rules and facts.
- 13 **Ben:** We also need to know which event starts any relevant period, rather than assuming the courier timestamp controls.
- 14 **Asha:** Exactly. The ⁷ _____ must be established under the applicable process. Uncertainty is not permission to leave the question unattended.
- 15 **Ben:** Would an official document confirming service answer a different question from our delivery receipt?
- 16 **Asha:** A ⁸ _____ has to be reviewed in its actual procedural context; we should not treat different documents as interchangeable proof.
- 17 **Ben:** I will correct the status to delivery confirmed, with legal service validity and timing still being checked.
- 18 **Asha:** Good. Keep the ⁹ _____ accurate, and make the outstanding deadline question visible to the lawyer responsible for it.
- 19 **Ben:** I will send the facts and unanswered questions today, with no invented deadline or claim that the defendant admitted anything.
- 20 **Asha:** That gives ¹⁰ _____ a reliable starting point and prevents an operational update from becoming an unsupported legal conclusion.

CHECK THE GAPS

1. courier receipt / 2. authorized recipient / 3. transmission channel / 4. Central Authority / 5. translation requirement / 6. response deadline / 7. triggering event / 8. certificate of service / 9. procedural calendar / 10. local procedural advice

[Why these answers fit, page 122](#)

F Check accuracy and scope

Delivered is not necessarily served

Return to the case

Coordinator Ben sends counsel Asha a courier receipt showing delivery of documents to an overseas company's office. No assessment of valid service, applicable treaty channels, translation requirements, recipient authority, or response deadline has been completed. Ben has described the defendant as served. Asha requests jurisdiction-specific verification and keeps any actual urgent deadline issue with qualified counsel.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which source is appropriate for country-specific requirements?

- A. Current official information and qualified local procedural advice
- B. A forum anecdote about another country
- C. The courier's general delivery policy alone
- D. An old unrelated contract template

2. Which action addresses real timing risk?

- A. Tell the client no deadline can exist
- B. Escalate promptly to responsible counsel while facts are checked
- C. Wait indefinitely because validity is uncertain
- D. Assume the longest period found online

[Answers and explanations, page 124](#)

Listen for the distinction

Swap roles and route the deadline question promptly without calculating an unsupplied legal period.

Operational proof and legal effect differ

A courier can confirm a delivery event without answering whether service was valid under the applicable law. Report each state precisely and escalate real time limits promptly.

F Say it / transfer to a new case

Sent is not yet received

A service request is dispatched through a route selected after legal review. Receipt by the relevant authority has not been confirmed. No service certificate or response deadline is supplied.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

status / available / dispatched / unconfirmed

- 01 **Coordinator:** The request has been ¹ _____.
- 02 **Counsel:** Authority receipt remains ² _____.
- 03 **Coordinator:** No service certificate is ³ _____.
- 04 **Counsel:** We must preserve the actual procedural ⁴ _____.

CHECK THE GAPS

1. dispatched / 2. unconfirmed / 3. available / 4. status

[Why these answers fit, page 124](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "Delivered is not necessarily served". Ben: "We also need to know which event starts any relevant period, rather than assuming the courier timestamp controls." Asha: [missing response] Ben: "Would an official document confirming service answer a different question from our delivery receipt?" Which response belongs in the gap?

- A.** Please separate the courier receipt from the legal conclusion. We have not yet verified whether that delivery constitutes valid service.
- B.** Do not guess the response deadline. This needs prompt attention from the responsible counsel using the actual rules and facts.
- C.** Exactly. The triggering event must be established under the applicable process. Uncertainty is not permission to leave the question unattended.
- D.** Then verify the relevant Central Authority where that channel applies, together with the current official country information and qualified advice.

[Answers and explanations, page 125](#)

A Read the situation

LESSON 04 / EXPLAINING AN ARBITRAL SEAT AND HEARING ARRANGEMENTS

Distinguish the legal seat, hearing venue, procedural rules, and language in an arbitration planning discussion.

A remote hearing does not answer the seat question

A fictional arbitration clause identifies City A as the seat and a named institution's rules. The parties are considering a remote hearing with some participants joining from City B. Counsel Farah and client representative Emil review logistics. The language of proceedings and any change to the legal seat have not been agreed. No real institutional rule, legal deadline, or court power is determined by this exercise.

People: Emil, Client representative; Farah, Arbitration counsel.

Read the record

Choose one answer per question using the facts above.

1. Which seat does the fictional clause identify?

- A. Every participant's location
- B. No seat at all
- C. City A
- D. City B automatically

2. What is being considered for the hearing?

- A. An agreed change of seat to City B
- B. A completed award
- C. A final enforcement order
- D. Remote participation with some people in City B

3. Which issue remains unresolved?

- A. The possibility of remote participation
- B. The language of proceedings
- C. The clause's stated seat
- D. The existence of institutional rules

[Answers and explanations, page 126](#)

B Vocabulary in use

CORE TERMS

arbitration agreement

Agreement to resolve defined disputes through arbitration.

examine the arbitration agreement

hearing venue

Physical or arranged location for a hearing.

distinguish the hearing venue

arbitral institution

Organization administering arbitration under its applicable framework.

identify the arbitral institution

ad hoc arbitration

Arbitration not administered by an institution in the same way as institutional proceedings.

distinguish ad hoc arbitration

terms of reference

Document defining aspects of an arbitration where required by the applicable process.

clarify the terms of reference

remote hearing

Hearing with participants joining through remote communication technology.

organize a remote hearing

arbitral seat

Legal place of arbitration with significance under the applicable framework.

identify the arbitral seat

arbitral tribunal

Arbitrator or panel deciding the dispute under the relevant authority.

address the arbitral tribunal

institutional rules

Procedural rules associated with the administering institution.

verify the institutional rules

procedural order

Tribunal direction organizing aspects of the proceeding.

review a procedural order

language of proceedings

Language or languages used under the agreed or determined procedure.

confirm the language of proceedings

hearing protocol

Agreed or directed arrangements for conducting a hearing.

confirm the hearing protocol

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

arbitration agreement **ARBITRATION AGREEMENT**

examine the arbitration agreement

Keep the meaning precise: Agreement to resolve defined disputes through arbitration.

institutional rules **INSTITUTIONAL RULES**

verify the institutional rules

Keep the meaning precise: Procedural rules associated with the administering institution.

B Precision and professional shorthand

EXTEND YOUR RANGE

tribunal constitution

Process of establishing the arbitral tribunal.
track tribunal constitution

challenge to an arbitrator

Objection to an arbitrator under the applicable standards and process.
distinguish an arbitrator challenge

interim measure

Temporary relief or protection under the applicable authority.
discuss an interim measure

clarification request

Question that resolves an unclear meaning or instruction.
make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.
challenge a working assumption

action owner

Named person responsible for a specified next step.
confirm the action owner

arbitrator appointment

Selection or designation of an arbitrator under the relevant process.
confirm an arbitrator appointment

procedural timetable

Schedule governing steps in the proceeding.
maintain the procedural timetable

jurisdictional objection

Challenge to the authority of the tribunal or court to hear the matter.
preserve a jurisdictional objection

source attribution

Identification of where information came from.
preserve source attribution

scope boundary

Limit of the work or authority being discussed.
state the scope boundary

check-back

Restatement used to verify that a message was understood.
complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

hearing protocol HEARING PROTOCOL

confirm the hearing protocol

Keep the meaning precise: Agreed or directed arrangements for conducting a hearing.

interim measure INTERIM MEASURE

discuss an interim measure

Keep the meaning precise: Temporary relief or protection under the applicable authority.

Phrases that move the work forward

Identify the legal choice

The clause names City A as the seat.

Avoid silent change

We should not describe a seat change that nobody has agreed.

Clarify language

The language of proceedings still needs confirmation.

Preserve authority

That request needs the appropriate tribunal or procedural decision.

Emil / in the conversation

Several participants will join from City B, so I changed the planning slide to say the arbitration is seated there.

Farah / in the conversation

City A remains the stated seat; our hearing discussion has not agreed a change.

Farah / in the conversation

The hearing venue and the legal seat answer different questions.

Emil / in the conversation

If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all.

Separate logistics

The hearing arrangement is a different question from the legal seat.

Verify the rules

Which version of the applicable rules governs this matter?

Plan participation

The protocol should address who joins, from where, and under what arrangements.

Summarize status

The seat is stated; hearing logistics and language remain under discussion.

Farah / in the conversation

Please restore the arbitral seat stated in the clause.

Emil / in the conversation

I had treated seat and the location of the people speaking as two expressions for the same thing.

Farah / in the conversation

Logistics should not silently rewrite the legal description of the proceeding.

Farah / in the conversation

A remote hearing needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.

Precision in real exchanges

Purpose: Verify the rules

Useful wording: Which version of the applicable rules governs this matter?

Purpose: Clarify language

Useful wording: The language of proceedings still needs confirmation.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which summary matches the case?

- A.** No legal seat whenever a hearing is remote
- B.** Every participant creates a new seat
- C.** Seat A; remote logistics involving B under discussion
- D.** Seat B automatically because a participant is there

2. Which question needs confirmation?

- A.** The language and hearing protocol
- B.** Whether any clause exists
- C.** Whether A is named
- D.** Whether some people may connect remotely

3. A colleague needs the term for this meaning: Arbitrator or panel deciding the dispute under the relevant authority. Which term fits?

- A.** working assumption
- B.** challenge to an arbitrator
- C.** terms of reference
- D.** arbitral tribunal

D Choose the response that fits / continued

4. Rebuild the exchange from "A remote hearing does not answer the seat question".
Emil: "If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all." **Farah:** [missing response] **Emil:** "The contract names an institution, but the file contains rules from two different years. Which should the team cite?" Which response belongs in the gap?

- A.** That will protect the procedural timetable from becoming a mixture of binding directions and unapproved planning preferences.
- B.** Then the language of proceedings should remain an open item instead of being assumed from where participants connect.
- C.** Yes. A remote hearing needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.
- D.** Those belong in the hearing protocol, subject to the actual decisions and safeguards required for this proceeding.

[Answers and explanations, page 126](#)

One useful distinction

The legal seat and hearing arrangements are distinct. Remote participation from City B does not, on these facts, establish an agreed change to the stated seat in City A.

E Conversation

A remote hearing does not answer the seat question

A remote hearing does not answer the seat question

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

institutional rules / arbitral tribunal / hearing protocol / remote hearing /
arbitration agreement / procedural order / hearing venue / procedural timetable /
language of proceedings / arbitral seat

- 01 **Emil:** Several participants will join from City B, so I changed the planning slide to say the arbitration is seated there.
- 02 **Farah:** Please restore the ¹ _____ stated in the clause. City A remains the stated seat; our hearing discussion has not agreed a change.
- 03 **Emil:** I had treated seat and the location of the people speaking as two expressions for the same thing.
- 04 **Farah:** The ² _____ and the legal seat answer different questions. Logistics should not silently rewrite the legal description of the proceeding.
- 05 **Emil:** If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all.
- 06 **Farah:** Yes. A ³ _____ needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.
- 07 **Emil:** The contract names an institution, but the file contains rules from two different years. Which should the team cite?
- 08 **Farah:** We must verify the applicable ⁴ _____ rather than choose the newest or most convenient file without checking the governing framework.
- 09 **Emil:** I will flag that question. We also have not agreed which language will be used for submissions and the hearing.
- 10 **Farah:** Then the ⁵ _____ should remain an open item instead of being assumed from where participants connect.

Conversation continues on the next page.

A remote hearing does not answer the seat question

CONVERSATION / CONTINUED

- 11 **Emil:** Can our scheduling email itself decide those points, or does it need to be treated as a proposal?
- 12 **Farah:** Treat it as a proposal for the appropriate process. A ⁶ _____ is different from an internal email suggesting an arrangement.
- 13 **Emil:** The technical team wants to know who is allowed in each remote room and how documents will be displayed.
- 14 **Farah:** Those belong in the ⁷ _____, subject to the actual decisions and safeguards required for this proceeding.
- 15 **Emil:** I will not tell them that a convenient technical setting resolves every legal issue about participation.
- 16 **Farah:** Correct. The ⁸ _____ and applicable framework determine the procedural questions within their proper scope.
- 17 **Emil:** We should keep a separate list of proposed dates and dates that have actually been fixed.
- 18 **Farah:** That will protect the ⁹ _____ from becoming a mixture of binding directions and unapproved planning preferences.
- 19 **Emil:** My revised slide will show seat A, proposed remote arrangements involving B, and language still to be confirmed.
- 20 **Farah:** That accurately describes the ¹⁰ _____ and the open planning issues without claiming that a logistical proposal has changed the legal seat.

CHECK THE GAPS

1. arbitral seat / 2. hearing venue / 3. remote hearing / 4. institutional rules / 5. language of proceedings / 6. procedural order / 7. hearing protocol / 8. arbitral tribunal / 9. procedural timetable / 10. arbitration agreement

[Why these answers fit, page 127](#)

F Check accuracy and scope

A remote hearing does not answer the seat question

Return to the case

A fictional arbitration clause identifies City A as the seat and a named institution's rules. The parties are considering a remote hearing with some participants joining from City B. Counsel Farah and client representative Emil review logistics. The language of proceedings and any change to the legal seat have not been agreed. No real institutional rule, legal deadline, or court power is determined by this exercise.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which statement preserves the request's status?

- A.** We propose this arrangement for the appropriate decision
- B.** The tribunal has already directed it
- C.** All objections are waived
- D.** The seat change is final

2. What should be checked before relying on an institutional procedure?

- A.** The applicable rule version and actual directions
- B.** The institution's logo alone
- C.** Another matter's old timetable
- D.** A participant's travel preference

[Answers and explanations, page 129](#)

Listen for the distinction

Swap roles and report the planning status without turning a proposal into a procedural order.

Legal choices and travel choices are separate

An efficient meeting plan should not silently change the legal basis of a proceeding. Use the same words consistently in schedules, emails, and instructions.

F Say it / transfer to a new case

A draft timetable was circulated as final

Counsel proposes a hearing date in a draft email. No tribunal direction or party agreement fixing the date is supplied. The internal calendar marks it confirmed.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

pending / confirmed / status / proposed

- 01 **Counsel:** The date was only ¹ _____.
- 02 **Coordinator:** Our calendar incorrectly marked it ² _____.
- 03 **Counsel:** The actual procedural decision remains ³ _____.
- 04 **Coordinator:** I will correct the timetable ⁴ _____.

CHECK THE GAPS

1. proposed / 2. confirmed / 3. pending / 4. status

[Why these answers fit, page 129](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "A remote hearing does not answer the seat question".
Emil: "The technical team wants to know who is allowed in each remote room and how documents will be displayed." **Farah:** [missing response] **Emil:** "I will not tell them that a convenient technical setting resolves every legal issue about participation." Which response belongs in the gap?

- A.** That will protect the procedural timetable from becoming a mixture of binding directions and unapproved planning preferences.
- B.** Those belong in the hearing protocol, subject to the actual decisions and safeguards required for this proceeding.
- C.** Yes. A remote hearing needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.
- D.** Then the language of proceedings should remain an open item instead of being assumed from where participants connect.

[Answers and explanations, page 130](#)

Review 2 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Coordinating service abroad and deadline questions" and "Explaining an arbitral seat and hearing arrangements". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: Designated authority with functions under the relevant convention. Which term fits?

- A. source attribution
- B. triggering event
- C. Central Authority
- D. authorized recipient

2. A colleague needs the term for this meaning: Tribunal direction organizing aspects of the proceeding. Which term fits?

- A. clarification request
- B. arbitration agreement
- C. procedural order
- D. tribunal constitution

3. Rebuild the exchange from "The clause answers two different questions". Owen: "Could a rule still matter even if the parties chose a different law in their agreement?" Mina: [missing response] Owen: "Then choosing a court is not quite the same as confirming that the court has authority over every possible dispute." Which response belongs in the gap?

- A. A mandatory rule can require separate attention under the relevant framework. We need local analysis rather than a universal answer from this clause alone.
- B. It matters, but procedural law and other forum issues need their own analysis. One label should not stand in for every issue.
- C. Then substantive law and the named forum are identified separately in this wording. That is the distinction we need to preserve.
- D. We should review the forum-selection clause before describing its scope or exclusivity. Your summary currently adds a conclusion we have not assessed.

Review 2 / Meaning and context / continued

4. Rebuild the exchange from "A remote hearing does not answer the seat question".
Emil: "We should keep a separate list of proposed dates and dates that have actually been fixed." Farah: [missing response] Emil: "My revised slide will show seat A, proposed remote arrangements involving B, and language still to be confirmed."
Which response belongs in the gap?

- A.** Yes. A remote hearing needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.
- B.** Then the language of proceedings should remain an open item instead of being assumed from where participants connect.
- C.** That will protect the procedural timetable from becoming a mixture of binding directions and unapproved planning preferences.
- D.** Those belong in the hearing protocol, subject to the actual decisions and safeguards required for this proceeding.

[Answers and explanations, page 153](#)

A Read the situation

LESSON 05 / EXPLAINING RECOGNITION, ENFORCEMENT, AND RECOVERY

Distinguish a favorable arbitral award from recognition, enforcement proceedings, and actual collection.

An award is not money in the account

A fictional company has received a favorable arbitral award. Client representative Marta asks counsel David to report the award amount as cash recovered. No voluntary payment, recognition order, enforcement step, verified asset location, or collection has occurred in the supplied case. Counsel discusses the questions requiring jurisdiction-specific review without predicting the result.

People: Marta, Client representative; David, Counsel.

Read the record

Choose one answer per question using the facts above.

1. What has actually occurred?

- A. A favorable arbitral award was received
- B. Cash was collected
- C. Every court recognized the award
- D. Assets were seized

2. Which financial report would overstate the facts?

- A. Further legal review is needed
- B. Payment has not yet occurred
- C. Cash recovered equals the award amount
- D. An award has been received

3. Which issue needs verification?

- A. Whether an award exists
- B. Whether Marta asked a question
- C. Whether payment is absent
- D. Asset location and the relevant enforcement framework

[Answers and explanations, page 131](#)

B Vocabulary in use

CORE TERMS

arbitral award

Decision issued by an arbitral tribunal under the relevant process.

review an arbitral award

award debtor

Party against whom the award grants relief.

identify the award debtor

enforcement

Use of legal mechanisms to give effect to an obligation or decision.

pursue enforcement

voluntary compliance

Performance without compulsory enforcement measures.

request voluntary compliance

asset location

Jurisdiction or place in which assets are situated.

verify asset location

public policy exception

Rule allowing specified relief to be refused on relevant public-policy grounds.

examine the public policy exception

award creditor

Party entitled to relief under the award.

identify the award creditor

recognition

Legal acceptance of an award's status or effect under the relevant framework.

seek recognition

execution against assets

Legal measures directed at assets under the applicable enforcement process.

assess execution against assets

asset tracing

Investigation to identify relevant assets.

distinguish asset tracing from recovery

grounds for refusal

Recognized bases for declining relief under the applicable framework.

assess grounds for refusal

arbitrability

Whether a dispute can be resolved by arbitration under the applicable law.

assess arbitrability

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

arbitral award ARBITRAL AWARD

review an arbitral award

Keep the meaning precise: Decision issued by an arbitral tribunal under the relevant process.

execution against assets EXECUTION AGAINST ASSETS

assess execution against assets

Keep the meaning precise: Legal measures directed at assets under the applicable enforcement process.

B Precision and professional shorthand

EXTEND YOUR RANGE

set-aside proceeding

Proceeding seeking annulment of an award under the relevant law.

distinguish a set-aside proceeding

sovereign immunity

Protection of a state or relevant entity from specified proceedings or measures under applicable rules.

assess sovereign immunity

enforcement forum

Court or jurisdiction in which enforcement relief is sought.

identify the enforcement forum

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

stay of enforcement

Suspension of enforcement under the relevant authority.

assess a stay of enforcement

certified award copy

Copy of an award meeting the applicable certification requirements.

obtain a certified award copy

recovery estimate

Qualified estimate of what may actually be collected.

qualify a recovery estimate

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

B Precision and professional shorthand / continued

action owner

Named person responsible for a specified next step.

confirm the action owner

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

arbitrability ARBITRABILITY

assess arbitrability

Keep the meaning precise: Whether a dispute can be resolved by arbitration under the applicable law.

enforcement forum ENFORCEMENT FORUM

identify the enforcement forum

Keep the meaning precise: Court or jurisdiction in which enforcement relief is sought.

Phrases that move the work forward

Acknowledge the result

The favorable award is an important result.

Name the next question

We need to assess the relevant enforcement forum and assets.

Distinguish proceedings

A challenge to the award and an enforcement application are not the same proceeding.

Check documents

We need the copies and translations required by the actual forum.

Marta / in the conversation

Can I report the full amount as recovered cash in the management update?

Marta / in the conversation

I do not want to understate the result, but I also should not make the cash position look better than it is.

Marta / in the conversation

Does that mean we can enforce the award in any country where its name appears?

Marta / in the conversation

We also have a list of possible assets, but some entries are old and may belong to other group entities.

Separate recovery

We have not yet received payment or collected funds.

Avoid a guarantee

Recognition and collection should not be presented as automatic.

Qualify the estimate

Any recovery estimate depends on verified legal and asset information.

Report accurately

The status is award received, with recovery steps still under review.

David / in the conversation

The arbitral award is an important result, but it is not the same as money received.

David / in the conversation

We can report the award and separately discuss voluntary compliance, any enforcement steps, and the actual amount collected.

David / in the conversation

We need to verify the relevant enforcement forum and legal framework rather than treating every business location as an available recovery route.

David / in the conversation

Then asset tracing and ownership verification matter.

Precision in real exchanges

Purpose: Avoid a guarantee

Useful wording: Recognition and collection should not be presented as automatic.

Purpose: Distinguish proceedings

Useful wording: A challenge to the award and an enforcement application are not the same proceeding.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which update is supported?

- A.** Award received; no payment collected
- B.** Award amount already in the bank
- C.** Enforcement guaranteed everywhere
- D.** Assets verified and seized

2. What does asset tracing establish when successful?

- A.** Information about relevant assets, not necessarily recovery
- B.** Automatic transfer of funds
- C.** Elimination of every defense
- D.** A universal enforcement forum

3. A colleague needs the term for this meaning: Legal acceptance of an award's status or effect under the relevant framework. Which term fits?

- A.** sovereign immunity
- B.** working assumption
- C.** asset location
- D.** recognition

D Choose the response that fits / continued

4. Rebuild the exchange from "An award is not money in the account". Marta: "The debtor has operations abroad. Does that mean we can enforce the award in any country where its name appears?" David: [missing response] Marta: "We also have a list of possible assets, but some entries are old and may belong to other group entities." Which response belongs in the gap?

- A.** Then asset tracing and ownership verification matter. A group connection does not establish that an asset belongs to this award debtor.
- B.** The arbitral award is an important result, but it is not the same as money received. No payment has occurred yet.
- C.** Yes. Execution against assets follows the applicable process; identifying an asset does not mean we already have a right to take it.
- D.** We need to verify the relevant enforcement forum and legal framework rather than treating every business location as an available recovery route.

[Answers and explanations, page 131](#)

One useful distinction

The award establishes the result stated in that decision, not payment received. Recognition, enforcement, execution, and actual recovery are distinct stages and may raise different legal and practical questions.

E Conversation

An award is not money in the account

An award is not money in the account

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

arbitral award / Recognition / recovery estimate / enforcement forum / asset tracing /
voluntary compliance / grounds for refusal / set-aside proceeding / award creditor /
Execution against assets

- 01 **Marta:** We have a favorable award. Can I report the full amount as recovered cash in the management update?
- 02 **David:** The ¹ _____ is an important result, but it is not the same as money received. No payment has occurred yet.
- 03 **Marta:** I do not want to understate the result, but I also should not make the cash position look better than it is.
- 04 **David:** Exactly. We can report the award and separately discuss ² _____, any enforcement steps, and the actual amount collected.
- 05 **Marta:** The debtor has operations abroad. Does that mean we can enforce the award in any country where its name appears?
- 06 **David:** We need to verify the relevant ³ _____ and legal framework rather than treating every business location as an available recovery route.
- 07 **Marta:** We also have a list of possible assets, but some entries are old and may belong to other group entities.
- 08 **David:** Then ⁴ _____ and ownership verification matter. A group connection does not establish that an asset belongs to this award debtor.
- 09 **Marta:** I keep hearing recognition and enforcement used together. Should I understand them as identical words?
- 10 **David:** ⁵ _____ concerns the award's legal effect under the relevant framework; enforcing and collecting involve further questions and mechanisms.

Conversation continues on the next page.

An award is not money in the account

CONVERSATION / CONTINUED

- 11 **Marta:** Could the other side resist the application even after the tribunal has issued its decision?
- 12 **David:** The applicable framework may provide ⁶ _____. We need to assess the actual position, not promise that every court must grant every request.
- 13 **Marta:** A colleague mentioned a possible challenge where the award was made. Would that be the same proceeding as our recovery application?
- 14 **David:** A ⁷ _____ is a different question from enforcement elsewhere, although the actual relationship between proceedings needs legal review.
- 15 **Marta:** Even with the appropriate court relief, obtaining money from assets could still require additional steps.
- 16 **David:** Yes. ⁸ _____ follows the applicable process; identifying an asset does not mean we already have a right to take it.
- 17 **Marta:** I will not describe a rumored asset as funds available for immediate recovery in the board paper.
- 18 **David:** That would overstate the ⁹ _____. Any estimate should identify the assumptions, limits, and current evidence behind it.
- 19 **Marta:** My update will say favorable award received, no payment yet, and jurisdiction-specific recovery work under review.
- 20 **David:** That accurately separates the ¹⁰ _____ status from the commercial outcome while recognizing the significance of the decision.

CHECK THE GAPS

1. arbitral award / 2. voluntary compliance / 3. enforcement forum / 4. asset tracing / 5. Recognition / 6. grounds for refusal / 7. set-aside proceeding / 8. Execution against assets / 9. recovery estimate / 10. award creditor

[Why these answers fit, page 132](#)

F Check accuracy and scope

An award is not money in the account

Return to the case

A fictional company has received a favorable arbitral award. Client representative Marta asks counsel David to report the award amount as cash recovered. No voluntary payment, recognition order, enforcement step, verified asset location, or collection has occurred in the supplied case. Counsel discusses the questions requiring jurisdiction-specific review without predicting the result.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which legal questions should not be collapsed?

- A. Payment and payment received
- B. Client and client representative
- C. Set-aside and enforcement proceedings
- D. Award and arbitral award

2. Which phrase preserves the uncertainty appropriately?

- A. Every named asset can immediately be seized
- B. Recovery depends on verified legal and asset information
- C. Recovery is guaranteed by the award alone
- D. No local review is needed

[Answers and explanations, page 134](#)

Listen for the distinction

Swap roles and give the management update without presenting the award amount as cash received.

A legal success and a commercial result may be different stages

Acknowledge the award while explaining what remains. Avoid making the client feel that an important result was meaningless simply because further work is required.

F Say it / transfer to a new case

An asset list is not a recovery

An investigation identifies a possible asset linked to a group company. Ownership by the award debtor and the legal recovery route remain unverified. No funds have been collected.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

possible / collected / unverified / assessment

- 01 **Investigator:** We identified a ¹ _____ asset.
- 02 **Counsel:** The debtor's ownership remains ² _____.
- 03 **Investigator:** No funds have been ³ _____.
- 04 **Counsel:** The legal recovery route needs ⁴ _____.

CHECK THE GAPS

1. possible / 2. unverified / 3. collected / 4. assessment

[Why these answers fit, page 134](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "An award is not money in the account". Marta: "A colleague mentioned a possible challenge where the award was made. Would that be the same proceeding as our recovery application?" David: [missing response] Marta: "Even with the appropriate court relief, obtaining money from assets could still require additional steps." Which response belongs in the gap?

- A.** Exactly. We can report the award and separately discuss voluntary compliance, any enforcement steps, and the actual amount collected.
- B.** Recognition concerns the award's legal effect under the relevant framework; enforcing and collecting involve further questions and mechanisms.
- C.** A set-aside proceeding is a different question from enforcement elsewhere, although the actual relationship between proceedings needs legal review.
- D.** That would overstate the recovery estimate. Any estimate should identify the assumptions, limits, and current evidence behind it.

[Answers and explanations, page 135](#)

A Read the situation

LESSON 06 / READING TREATY TEXT WITHOUT OVERSTATING APPLICABILITY

Distinguish treaty wording, participation status, temporal scope, and interpretation in a concise legal briefing.

A signature does not answer every status question

Adviser Lina and colleague Marcus review a fictional treaty provision and a status table. The table shows State R signed, while State S is listed as a party for which the treaty is in force. Further details about State R's consent, reservations, and the relevant date have not been verified. Marcus drafts a note saying the same obligations unquestionably apply to both states. They revise the briefing to identify the unresolved legal questions.

People: Marcus, Legal colleague; Lina, Treaty adviser.

Read the record

Choose one answer per question using the facts above.

1. What is established for State S in the fictional table?

- A. No relationship to the treaty
- B. A reservation identical to State R
- C. Party status with the treaty in force
- D. Signature only

2. What has not been verified for State R?

- A. The relevant consent and applicability details
- B. That a signature is listed
- C. That a status table exists
- D. That the briefing concerns a treaty

3. Which briefing claim is too strong?

- A. The relevant date matters
- B. Further verification is needed
- C. The same obligations unquestionably apply to both
- D. The status entries differ

[Answers and explanations, page 136](#)

B Vocabulary in use

CORE TERMS

treaty

International agreement governed by international law in the relevant legal context.

identify the treaty instrument

ratification

International act establishing consent to be bound where that procedure applies.

distinguish ratification

consent to be bound

Legally relevant expression of agreement to treaty obligations under the applicable rules.

establish consent to be bound

state party

State bound in the relevant treaty relationship for which the instrument is in force.

confirm state-party status

interpretative declaration

Statement explaining a state's understanding of an instrument, whose legal character needs assessment.

examine an interpretative declaration

authentic text

Treaty text having authoritative status under the instrument's arrangements.

identify the authentic text

signature

Formal act whose legal effect depends on the treaty and relevant circumstances.

verify the effect of signature

accession

Act by which a state establishes consent to be bound through the applicable accession process.

verify accession

entry into force

Point at which a treaty becomes operative under its terms and relevant conditions.

verify entry into force

reservation

Statement seeking to exclude or modify the legal effect of specified treaty provisions for the reserving state.

assess a reservation

depository

Entity entrusted with specified treaty-administration functions.

consult depository information

ordinary meaning

Meaning of terms considered under the applicable interpretative framework.

examine ordinary meaning in context

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

treaty TREATY

identify the treaty instrument

Keep the meaning precise: International agreement governed by international law in the relevant legal context.

entry into force ENTRY INTO FORCE

verify entry into force

Keep the meaning precise: Point at which a treaty becomes operative under its terms and relevant conditions.

B Precision and professional shorthand

EXTEND YOUR RANGE

object and purpose

Treaty aims relevant to its interpretation under the applicable framework.

address object and purpose

travaux préparatoires

Preparatory work relevant under applicable interpretative rules.

assess travaux préparatoires

territorial application

Geographical scope of an instrument's application.

verify territorial application

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

action owner

Named person responsible for a specified next step.

confirm the action owner

contextual interpretation

Reading a provision with its relevant surrounding text and legal context.

use contextual interpretation

temporal scope

Period or events to which an instrument or obligation applies.

clarify temporal scope

subsequent practice

Later conduct potentially relevant to interpretation under applicable rules.

assess subsequent practice

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

ordinary meaning ORDINARY MEANING

examine ordinary meaning in context

Keep the meaning precise: Meaning of terms considered under the applicable interpretative framework.

territorial application TERRITORIAL APPLICATION

verify territorial application

Keep the meaning precise: Geographical scope of an instrument's application.

Phrases that move the work forward

State the source

The table lists a signature for R and party status for S.

Check timing

What is the relevant entry-into-force date for this state and issue?

Check authoritative wording

Which language versions are authentic under the treaty?

Avoid universality

Different participation entries do not support identical obligations without further analysis.

Marcus / in the conversation

The table lists both states, so I drafted that the treaty's obligations unquestionably apply to R and S in the same way.

Marcus / in the conversation

R is listed as having signed, while S is listed as a party for which the treaty is already in force.

Marcus / in the conversation

I should not replace that with the opposite claim that signatures never have any legal effect, should I?

Marcus / in the conversation

We also need a date for the briefing, not just a statement that the instrument is in force somewhere.

Preserve the question

We have not yet verified the effect of R's signature under this instrument.

Read in context

The isolated sentence needs its context and the applicable interpretative framework.

Identify qualifications

We need to check relevant reservations and declarations.

Summarize carefully

The text is identified; applicability to R remains under review.

Lina / in the conversation

We need to separate signature from the other status information before making that statement.

Lina / in the conversation

Then we must verify the relevant consent to be bound and timing for R rather than treating two different table entries as equivalent.

Lina / in the conversation

Ratification may be relevant, but we should not impose one universal procedure on every treaty.

Lina / in the conversation

Entry into force needs to be checked for the relevant state and question at the relevant time.

Precision in real exchanges

Purpose: Read in context

Useful wording: The isolated sentence needs its context and the applicable interpretative framework.

Purpose: Check authoritative wording

Useful wording: Which language versions are authentic under the treaty?

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which revised briefing best fits the evidence?

- A.** Signature can never have legal effect
- B.** Both states necessarily have identical reservations
- C.** S is listed as a party; R's relevant status needs further verification
- D.** Signature always means all obligations apply

2. Why identify authentic texts?

- A.** Any online translation automatically controls
- B.** A convenient summary replaces the instrument
- C.** English always overrides every other language
- D.** Authoritative language versions matter to interpretation

3. A colleague needs the term for this meaning: Act by which a state establishes consent to be bound through the applicable accession process. Which term fits?

- A.** working assumption
- B.** travaux préparatoires
- C.** interpretative declaration
- D.** accession

D Choose the response that fits / continued

4. Rebuild the exchange from "A signature does not answer every status question". Marcus: "I should not replace that with the opposite claim that signatures never have any legal effect, should I?" Lina: [missing response] Marcus: "We also need a date for the briefing, not just a statement that the instrument is in force somewhere." Which response belongs in the gap?

- A.** No. We need to assess whether a reservation or another relevant statement affects the analysis, including its actual legal character and effect.
- B.** That is why contextual interpretation matters. We should read the term within the actual instrument and applicable interpretative framework.
- C.** Correct. The instrument and circumstances matter. Ratification may be relevant, but we should not impose one universal procedure on every treaty.
- D.** Then we must verify the relevant consent to be bound and timing for R rather than treating two different table entries as equivalent.

[Answers and explanations, page 136](#)

One useful distinction

Signature, consent to be bound, and entry into force must be assessed under the actual treaty and rules. Do not assert that signature always has no binding effect or that it always establishes every obligation.

E Conversation

A signature does not answer every status question

A signature does not answer every status question

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

Ratification / temporal scope / Entry into force / authentic text / Object and purpose / contextual interpretation / reservation / consent to be bound / depositary / signature

- 01 **Marcus:** The table lists both states, so I drafted that the treaty's obligations unquestionably apply to R and S in the same way.
- 02 **Lina:** Their entries differ. We need to separate ¹ _____ from the other status information before making that statement.
- 03 **Marcus:** R is listed as having signed, while S is listed as a party for which the treaty is already in force.
- 04 **Lina:** Then we must verify the relevant ² _____ and timing for R rather than treating two different table entries as equivalent.
- 05 **Marcus:** I should not replace that with the opposite claim that signatures never have any legal effect, should I?
- 06 **Lina:** Correct. The instrument and circumstances matter. ³ _____ may be relevant, but we should not impose one universal procedure on every treaty.
- 07 **Marcus:** We also need a date for the briefing, not just a statement that the instrument is in force somewhere.
- 08 **Lina:** Yes. ⁴ _____ needs to be checked for the relevant state and question at the relevant time.
- 09 **Marcus:** The file contains a declaration attached to one state's entry. Can I omit it because the main text is clearer?
- 10 **Lina:** No. We need to assess whether a ⁵ _____ or another relevant statement affects the analysis, including its actual legal character and effect.

Conversation continues on the next page.

A signature does not answer every status question

CONVERSATION / CONTINUED

- 11 **Marcus:** Where should I verify the status rather than rely on an undated summary copied into our internal notes?
- 12 **Lina:** Use the relevant ⁶ _____ information and other appropriate primary materials, with the date and source clearly recorded.
- 13 **Marcus:** The provision is available in several languages, but the working English translation in our file is not labeled authoritative.
- 14 **Lina:** Then identify the ⁷ _____ arrangements before treating that translation as controlling wording.
- 15 **Marcus:** I also quoted one sentence without the preceding definition, which may have made the obligation sound broader.
- 16 **Lina:** That is why ⁸ _____ matters. We should read the term within the actual instrument and applicable interpretative framework.
- 17 **Marcus:** Could we state the treaty's purpose without using that purpose to erase limits that appear in the actual wording?
- 18 **Lina:** Yes. ⁹ _____ belongs in the analysis, not as a slogan replacing the text or the status questions.
- 19 **Marcus:** My revised note will distinguish S's listed position from R's unresolved status and identify the date and source for each.
- 20 **Lina:** Good. Keep ¹⁰ _____ explicit too, so a careful status statement does not quietly become an answer about every past or future event.

CHECK THE GAPS

1. signature / 2. consent to be bound / 3. Ratification / 4. Entry into force / 5. reservation / 6. depositary / 7. authentic text / 8. contextual interpretation / 9. Object and purpose / 10. temporal scope

[Why these answers fit, page 137](#)

F Check accuracy and scope

A signature does not answer every status question

Return to the case

Adviser Lina and colleague Marcus review a fictional treaty provision and a status table. The table shows State R signed, while State S is listed as a party for which the treaty is in force. Further details about State R's consent, reservations, and the relevant date have not been verified. Marcus drafts a note saying the same obligations unquestionably apply to both states. They revise the briefing to identify the unresolved legal questions.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. What does as of add to a status statement?

- A.** A new reservation
- B.** Automatic territorial application
- C.** The date to which the statement relates
- D.** A guarantee the status can never change

2. Which interpretative shortcut should be avoided?

- A.** Reviewing depositary information
- B.** Reading one sentence without its context
- C.** Identifying the instrument
- D.** Checking the relevant date

[Answers and explanations, page 139](#)

Listen for the distinction

Swap roles and report only the two fictional table entries, retaining the unresolved applicability questions.

Status tables are evidence, not decoration

A legal brief should state the relevant date and basis for participation. Do not erase distinctions among signature, consent to be bound, and entry into force to make a summary shorter.

F Say it / transfer to a new case

An undated table was reused

A colleague reuses a historical treaty-status table for a current briefing. The relevant current status and date have not been verified. No conclusion about changed status is supplied.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

historical / date / changed / unverified

- 01 **Colleague:** The table is ¹ _____.
- 02 **Adviser:** Current status remains ² _____.
- 03 **Colleague:** We need the relevant source and ³ _____.
- 04 **Adviser:** We cannot assume the status is either unchanged or ⁴ _____.

CHECK THE GAPS

1. historical / 2. unverified / 3. date / 4. changed

[Why these answers fit, page 139](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "A signature does not answer every status question".

Marcus: "The provision is available in several languages, but the working English translation in our file is not labeled authoritative." **Lina:** [missing response] **Marcus:** "I also quoted one sentence without the preceding definition, which may have made the obligation sound broader." **Which response belongs in the gap?**

- A.** Then identify the authentic text arrangements before treating that translation as controlling wording.
- B.** Use the relevant depositary information and other appropriate primary materials, with the date and source clearly recorded.
- C.** Their entries differ. We need to separate signature from the other status information before making that statement.
- D.** Yes. Entry into force needs to be checked for the relevant state and question at the relevant time.

[Answers and explanations, page 140](#)

Review 3 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Explaining recognition, enforcement, and recovery" and "Reading treaty text without overstating applicability". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: Party against whom the award grants relief. Which term fits?

- A. stay of enforcement
- B. asset tracing
- C. source attribution
- D. award debtor

2. A colleague needs the term for this meaning: Statement seeking to exclude or modify the legal effect of specified treaty provisions for the reserving state. Which term fits?

- A. clarification request
- B. object and purpose
- C. reservation
- D. treaty

3. Rebuild the exchange from "A remote hearing does not answer the seat question". Emil: "I will flag that question. We also have not agreed which language will be used for submissions and the hearing." Farah: [missing response] Emil: "Can our scheduling email itself decide those points, or does it need to be treated as a proposal?" Which response belongs in the gap?

- A. Yes. A remote hearing needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.
- B. That will protect the procedural timetable from becoming a mixture of binding directions and unapproved planning preferences.
- C. Then the language of proceedings should remain an open item instead of being assumed from where participants connect.
- D. Those belong in the hearing protocol, subject to the actual decisions and safeguards required for this proceeding.

Review 3 / Meaning and context / continued

4. Rebuild the exchange from "A signature does not answer every status question". Marcus: "Could we state the treaty's purpose without using that purpose to erase limits that appear in the actual wording?" Lina: [missing response] Marcus: "My revised note will distinguish S's listed position from R's unresolved status and identify the date and source for each." Which response belongs in the gap?

- A.** Yes. Entry into force needs to be checked for the relevant state and question at the relevant time.
- B.** That is why contextual interpretation matters. We should read the term within the actual instrument and applicable interpretative framework.
- C.** Yes. Object and purpose belongs in the analysis, not as a slogan replacing the text or the status questions.
- D.** Their entries differ. We need to separate signature from the other status information before making that statement.

[Answers and explanations, page 155](#)

A Read the situation

LESSON 07 / COORDINATING CROSS-BORDER DOCUMENT PRODUCTION

Explain preservation, review, disclosure, and transfer as separate steps while coordinating conflicting legal requirements.

Access is not authority to export

US litigation counsel requests records held by a European affiliate. IT contact Dana can technically export the files. Coordinating lawyer Samir has not yet completed the review of privilege, personal data, applicable transfer requirements, or the production scope. A preservation instruction is already in place. No legal basis, disclosure permission, or deadline is established by this fictional case; real timing questions require prompt qualified review.

People: Dana, IT records contact; Samir, Coordinating lawyer.

Read the record

Choose one answer per question using the facts above.

1. What can Dana do technically?

- A. Export the files
- B. Decide every privilege issue
- C. Establish a lawful transfer basis alone
- D. Guarantee production is complete

2. What instruction is already in place?

- A. Preservation
- B. Unrestricted overseas production
- C. Public disclosure
- D. Destruction after export

3. Which review remains unfinished?

- A. Privilege, personal data, transfer requirements, and scope
- B. Whether the files can technically be exported
- C. Whether counsel requested records
- D. Whether an affiliate holds records

[Answers and explanations, page 141](#)

B Vocabulary in use

CORE TERMS

document production

Disclosure of documents under the relevant proceeding or legal process.

define document production scope

custodian

Person or source responsible for potentially relevant records.

identify a record custodian

review set

Documents selected for a specified review stage.

assemble the review set

legal privilege

Protection for specified communications or material under applicable law.

assess legal privilege locally

redaction

Removal or obscuring of specified information in a disclosed copy.

verify a redaction

cross-border transfer

Movement or disclosure of information across relevant legal borders.

assess a cross-border transfer

preservation hold

Instruction to retain relevant information under the applicable process.

maintain a preservation hold

collection scope

Boundaries of information gathered for review.

define the collection scope

responsiveness

Relevance of a document to the actual request or production criteria.

assess responsiveness

privilege log

Record identifying withheld material as required by the relevant procedure.

prepare the required privilege log

personal data

Information concerning an identified or identifiable person under the applicable definition.

identify personal data

transfer mechanism

Arrangement relied on under the applicable data-transfer rules.

verify the transfer mechanism

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

document production DOCUMENT PRODUCTION

define document production scope

Keep the meaning precise: Disclosure of documents under the relevant proceeding or legal process.

responsiveness RESPONSIVENESS

assess responsiveness

Keep the meaning precise: Relevance of a document to the actual request or production criteria.

B Precision and professional shorthand

EXTEND YOUR RANGE

lawful basis

Legal justification required for the relevant processing or action.

assess the lawful basis

blocking statute

Law restricting specified information disclosure or cooperation in the relevant context.

assess a blocking statute

chain of custody

Traceable handling history of evidence or records.

preserve the chain of custody

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

data controller

Entity determining purposes and means of processing under the applicable data-protection framework.

identify the data controller

protective order

Order limiting use or disclosure of material under the relevant court process.

examine a protective order

production protocol

Agreed or directed specifications for document production.

confirm the production protocol

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

B Precision and professional shorthand / continued

action owner

Named person responsible for a specified next step.

confirm the action owner

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

transfer mechanism TRANSFER MECHANISM

verify the transfer mechanism

Keep the meaning precise: Arrangement relied on under the applicable data-transfer rules.

chain of custody CHAIN OF CUSTODY

preserve the chain of custody

Keep the meaning precise: Traceable handling history of evidence or records.

Phrases that move the work forward

Separate capability

The export is technically possible; legal authorization is a separate question.

Define the request

Which custodians, dates, and document categories are actually requested?

Clarify privilege

We need the applicable privilege analysis, not a label added to every file.

Escalate competing duties

Counsel must reconcile the actual obligations and timing.

Dana / in the conversation

The US team requested the affiliate's records, and I can export the folders this afternoon.

Samir / in the conversation

We still need to resolve scope, privilege, personal-data, and transfer questions.

Samir / in the conversation

The preservation hold remains in place while the appropriate review determines what is collected and disclosed.

Samir / in the conversation

Start with the actual custodian and system information, dates, and document categories requested.

Preserve first principles

The preservation instruction remains in place while review proceeds.

Identify the stages

Collection for review is not the same as external production.

Check transfer

The cross-border disclosure requirements need the appropriate review.

Report readiness accurately

The files are accessible, but production is not yet authorized.

Samir / in the conversation

Technically accessible is not the same as authorized document production.

Dana / in the conversation

I will not delete anything just because it might be outside the eventual production.

Dana / in the conversation

Which information will help you define the request without asking me to decide the legal relevance of every file?

Samir / in the conversation

We will clarify the review criteria with counsel.

Precision in real exchanges

Purpose: Identify the stages

Useful wording: Collection for review is not the same as external production.

Purpose: Clarify privilege

Useful wording: We need the applicable privilege analysis, not a label added to every file.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which statement accurately separates the stages?

- A.** A foreign request resolves every data rule
- B.** Privilege labels eliminate the need for review
- C.** Preservation remains active; disclosure review is incomplete
- D.** Export capability proves lawful production

2. What should Dana not decide from technical access?

- A.** Whether an export function exists
- B.** Which system stores the records
- C.** Whether every file may be disclosed abroad
- D.** Whether a file can be located

3. A colleague needs the term for this meaning: Boundaries of information gathered for review. Which term fits?

- A.** working assumption
- B.** blocking statute
- C.** redaction
- D.** collection scope

D Choose the response that fits / continued

4. Rebuild the exchange from "Access is not authority to export". Dana: "Which information will help you define the request without asking me to decide the legal relevance of every file?" Samir: [missing response] Dana: "I can identify the folders and access permissions. That does not mean every file in them responds to the request." Which response belongs in the gap?

- A.** It is another issue. The appropriate transfer mechanism and other relevant requirements cannot simply be inferred from the existence of the request.
- B.** Exactly. Responsiveness needs review against the defined request, rather than assuming that everything in one folder belongs in the production.
- C.** Start with the actual custodian and system information, dates, and document categories requested. We will clarify the review criteria with counsel.
- D.** Technically accessible is not the same as authorized document production. We still need to resolve scope, privilege, personal-data, and transfer questions.

[Answers and explanations, page 141](#)

One useful distinction

Preserving files, collecting them for review, and producing them abroad are distinct actions. Technical access and a foreign request do not by themselves settle all relevant disclosure and transfer requirements.

Conversation

Access is not authority to export

Access is not authority to export

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

personal data / transfer mechanism / Responsiveness / Legal privilege /
production protocol / custodian / chain of custody / redaction / document production /
preservation hold

- 01 **Dana:** The US team requested the affiliate's records, and I can export the folders this afternoon. Does that mean we are ready?
- 02 **Samir:** Technically accessible is not the same as authorized ¹ _____. We still need to resolve scope, privilege, personal-data, and transfer questions.
- 03 **Dana:** The preservation instruction is already active. I will not delete anything just because it might be outside the eventual production.
- 04 **Samir:** Correct. The ² _____ remains in place while the appropriate review determines what is collected and disclosed.
- 05 **Dana:** Which information will help you define the request without asking me to decide the legal relevance of every file?
- 06 **Samir:** Start with the actual ³ _____ and system information, dates, and document categories requested. We will clarify the review criteria with counsel.
- 07 **Dana:** I can identify the folders and access permissions. That does not mean every file in them responds to the request.
- 08 **Samir:** Exactly. ⁴ _____ needs review against the defined request, rather than assuming that everything in one folder belongs in the production.
- 09 **Dana:** Some files are labeled confidential or privileged. Should I exclude all of them automatically based on the label?
- 10 **Samir:** No. ⁵ _____ requires the applicable analysis. A label is a fact to review, not a complete legal determination.

Conversation continues on the next page.

Access is not authority to export

CONVERSATION / CONTINUED

- 11 **Dana:** We also have personnel information in some attachments, and the receiving team is outside the country where the records are held.
- 12 **Samir:** Then ⁶ _____ and cross-border requirements need to be assessed alongside the actual litigation obligations and directions.
- 13 **Dana:** Does the request from overseas counsel automatically provide the transfer permission, or is that another issue for the review?
- 14 **Samir:** It is another issue. The appropriate ⁷ _____ and other relevant requirements cannot simply be inferred from the existence of the request.
- 15 **Dana:** If a reviewed copy needs information removed, I should keep the original preserved and follow the actual production instructions.
- 16 **Samir:** Yes. A ⁸ _____ must follow the verified instructions and be checked, not improvised by anyone trying to shorten the file.
- 17 **Dana:** I will also record how the files were handled so that the review team can trace the material it receives.
- 18 **Samir:** That preserves the ⁹ _____. Traceability matters alongside the legal scope and the safeguards for the actual information exchange.
- 19 **Dana:** My update will say the files are accessible, preservation continues, and external production is not yet authorized.
- 20 **Samir:** Good. We will clarify the ¹⁰ _____ and address real timing promptly with responsible counsel, without asking IT to resolve competing legal duties alone.

CHECK THE GAPS

1. document production / 2. preservation hold / 3. custodian / 4. Responsiveness / 5. Legal privilege / 6. personal data / 7. transfer mechanism / 8. redaction / 9. chain of custody / 10. production protocol

[Why these answers fit, page 142](#)

F Check accuracy and scope

Access is not authority to export

Return to the case

US litigation counsel requests records held by a European affiliate. IT contact Dana can technically export the files. Coordinating lawyer Samir has not yet completed the review of privilege, personal data, applicable transfer requirements, or the production scope. A preservation instruction is already in place. No legal basis, disclosure permission, or deadline is established by this fictional case; real timing questions require prompt qualified review.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which action would conflict with the stated instruction?

- A. Maintaining the preservation hold
- B. Deleting preserved records to reduce the review set
- C. Identifying custodians
- D. Clarifying the request

2. Which summary is most useful for counsel?

- A. The IT team has decided all legal issues
- B. Files accessible; scope, privilege, and transfer questions unresolved
- C. Everything is ready because export works
- D. No records exist because review is unfinished

[Answers and explanations, page 144](#)

Listen for the distinction

Swap roles and give the readiness update without authorizing an export or resolving a legal conflict yourself.

Technical capability is one fact, not the legal answer

An IT colleague can help preserve and identify information without being asked to make a cross-border legal decision. Explain the separate review stages in practical language.

F Say it / transfer to a new case

The export file is ready, but review is not

IT has prepared a review copy under the preservation process. Privilege and transfer review remain incomplete. No external production has been authorized.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

place / authorized / ready / incomplete

- 01 **IT:** The review copy is technically ¹ _____.
- 02 **Counsel:** The legal review remains ² _____.
- 03 **IT:** External production is not ³ _____.
- 04 **Counsel:** The preservation instruction stays in ⁴ _____.

CHECK THE GAPS

1. ready / 2. incomplete / 3. authorized / 4. place

[Why these answers fit, page 144](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "Access is not authority to export". Dana: "Does the request from overseas counsel automatically provide the transfer permission, or is that another issue for the review?" Samir: [missing response] Dana: "If a reviewed copy needs information removed, I should keep the original preserved and follow the actual production instructions." Which response belongs in the gap?

- A.** It is another issue. The appropriate transfer mechanism and other relevant requirements cannot simply be inferred from the existence of the request.
- B.** Exactly. Responsiveness needs review against the defined request, rather than assuming that everything in one folder belongs in the production.
- C.** Start with the actual custodian and system information, dates, and document categories requested. We will clarify the review criteria with counsel.
- D.** Technically accessible is not the same as authorized document production. We still need to resolve scope, privilege, personal-data, and transfer questions.

[Answers and explanations, page 145](#)

A Read the situation

LESSON 08 / NEGOTIATING SETTLEMENT LANGUAGE ACROSS LEGAL SYSTEMS

Separate negotiating positions, authority, drafting status, and legal effect in a cross-border settlement update.

A commercial proposal is not a signed settlement

Company representative Nadiya and counsel Felix discuss a proposed settlement of a cross-border commercial dispute. The business teams have discussed a payment figure, but release scope, governing documents, approval authority, and execution remain unresolved. No final legal-effect opinion or binding settlement is established. An email uses without prejudice and subject to contract; counsel explains that their effect must be assessed in the actual jurisdiction and context.

People: Nadiya, Company representative; Felix, Counsel.

Read the record

Choose one answer per question using the facts above.

1. Which point has been discussed commercially?

- A. Complete approval authority
- B. A payment figure
- C. Every release provision
- D. Final execution

2. Which issue remains unresolved?

- A. Whether a figure was discussed
- B. Release scope and execution
- C. Whether a dispute exists
- D. Whether emails were exchanged

3. What must be checked about the email labels?

- A. Whether the subject line alone guarantees confidentiality
- B. Their actual jurisdictional and contextual effect
- C. Whether English labels work identically everywhere
- D. Whether labels remove all need for advice

[Answers and explanations, page 146](#)

B Vocabulary in use

CORE TERMS

settlement proposal

Offer or suggested terms for resolving a dispute.

clarify a settlement proposal

subject to contract

Negotiation label whose effect depends on the applicable law and circumstances.

assess subject-to-contract wording

settlement authority

Power to approve or enter the relevant settlement.

verify settlement authority

waiver

Relinquishment of a right or requirement under the applicable circumstances.

distinguish a waiver

no-admission clause

Wording stating that settlement does not constitute a specified admission.

review a no-admission clause

non-disparagement clause

Provision restricting specified negative statements under its actual terms.

review a non-disparagement clause

agreement in principle

Preliminary understanding whose legal effect depends on its actual terms and context.

qualify an agreement in principle

without prejudice

Label associated with settlement communications whose protection depends on applicable rules and context.

assess without-prejudice protection

release

Provision giving up specified claims or rights under its terms.

define the release scope

reservation of rights

Statement seeking to preserve specified rights.

preserve a reservation of rights

confidentiality clause

Provision governing specified information disclosure.

negotiate a confidentiality clause

payment condition

Condition governing when or how a payment is due under the agreement.

clarify a payment condition

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

settlement proposal SETTLEMENT PROPOSAL

clarify a settlement proposal

Keep the meaning precise: Offer or suggested terms for resolving a dispute.

release RELEASE

define the release scope

Keep the meaning precise: Provision giving up specified claims or rights under its terms.

B Precision and professional shorthand

EXTEND YOUR RANGE

execution

Formal signing or completion of a document in the relevant context.

confirm execution status

conditions precedent

Specified conditions required before an obligation or transaction proceeds under its terms.

identify conditions precedent

term sheet

Summary of proposed or agreed principal terms with context-dependent legal effect.

qualify the term sheet's status

clarification request

Question that resolves an unclear meaning or instruction.

make a targeted clarification request

working assumption

Provisional premise used while information is incomplete.

challenge a working assumption

counterpart

Separately signed copy forming part of an agreement under the relevant arrangements.

check counterpart execution

entire agreement clause

Provision addressing the relationship between the written agreement and prior communications.

review an entire agreement clause

settlement implementation

Carrying out the actual obligations in the settlement.

plan settlement implementation

source attribution

Identification of where information came from.

preserve source attribution

scope boundary

Limit of the work or authority being discussed.

state the scope boundary

B Precision and professional shorthand / continued

action owner

Named person responsible for a specified next step.

confirm the action owner

check-back

Restatement used to verify that a message was understood.

complete a check-back

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

payment condition **PAYMENT CONDITION**

clarify a payment condition

Keep the meaning precise: Condition governing when or how a payment is due under the agreement.

term sheet **TERM SHEET**

qualify the term sheet's status

Keep the meaning precise: Summary of proposed or agreed principal terms with context-dependent legal effect.

Phrases that move the work forward

Recognize progress

There is commercial progress on the figure, with other terms still open.

Define release

Which claims, parties, and periods would the release cover?

Track drafting

This is the current proposal, not a confirmed executed document.

Preserve conditions

The payment trigger and outstanding approvals must remain visible.

Nadiya / in the conversation

The business teams discussed a payment figure, and I would like to tell the board that the dispute is settled.

Nadiya / in the conversation

They called it an agreement in principle.

Felix / in the conversation

It should not become a shortcut around the unresolved legal questions.

Felix / in the conversation

Then verify settlement authority for the actual entity.

Separate authority

Who can approve the settlement for the actual entity?

Qualify the label

That phrase needs assessment under the applicable law and context.

Avoid admission

Let us distinguish the proposed payment from any admission of liability.

Report accurately

We have a negotiating position, with legal effect and final terms still under review.

Felix / in the conversation

We can report progress, but the settlement proposal still leaves the release, approvals, documents, and execution unresolved.

Felix / in the conversation

Agreement in principle needs its actual terms and context examined.

Nadiya / in the conversation

The parent approved the discussion, but I do not know who can bind the subsidiary involved in the claim.

Felix / in the conversation

Group-level support and power to bind the relevant company may be different.

Precision in real exchanges

Purpose: Qualify the label

Useful wording: That phrase needs assessment under the applicable law and context.

Purpose: Track drafting

Useful wording: This is the current proposal, not a confirmed executed document.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which status report best fits the facts?

- A.** Every affiliate released every claim
- B.** Payment has been received
- C.** A figure was discussed; release, authority, and execution remain open
- D.** The entire dispute is conclusively settled

2. Which question clarifies release scope?

- A.** Which claims and parties would this wording cover?
- B.** Which font looks final?
- C.** Who suggested the round number?
- D.** Can we omit every definition?

3. A colleague needs the term for this meaning: Label associated with settlement communications whose protection depends on applicable rules and context. Which term fits?

- A.** conditions precedent
- B.** working assumption
- C.** no-admission clause
- D.** without prejudice

D Choose the response that fits / continued

4. Rebuild the exchange from "A commercial proposal is not a signed settlement". Nadiya: "The parent approved the discussion, but I do not know who can bind the subsidiary involved in the claim." Felix: [missing response] Nadiya: "The proposed release says all claims, but nobody has clarified which parties or periods that phrase is intended to cover." Which response belongs in the gap?

- A.** Then verify settlement authority for the actual entity. Group-level support and power to bind the relevant company may be different.
- B.** No. Without prejudice needs assessment under the applicable law and context. The label is not a universal protection switch.
- C.** Agreement in principle needs its actual terms and context examined. It should not become a shortcut around the unresolved legal questions.
- D.** The release needs a defined scope. A broad phrase can conceal a major disagreement rather than resolve it.

[Answers and explanations, page 146](#)

One useful distinction

A discussed payment figure does not establish that every term, approval, and execution step is complete. Do not rely on without prejudice, subject to contract, or agreement in principle as universal legal-effect switches.

E Conversation

A commercial proposal is not a signed settlement

A commercial proposal is not a signed settlement

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

settlement implementation / no-admission clause / Without prejudice / execution /
settlement proposal / settlement authority / Agreement in principle / payment condition /
Subject to contract / release

- 01 **Nadiya:** The business teams discussed a payment figure, and I would like to tell the board that the dispute is settled.
- 02 **Felix:** We can report progress, but the ¹ _____ still leaves the release, approvals, documents, and execution unresolved.
- 03 **Nadiya:** They called it an agreement in principle. I thought that phrase supplied a clear legal answer about the whole negotiation.
- 04 **Felix:** ² _____ needs its actual terms and context examined. It should not become a shortcut around the unresolved legal questions.
- 05 **Nadiya:** The parent approved the discussion, but I do not know who can bind the subsidiary involved in the claim.
- 06 **Felix:** Then verify ³ _____ for the actual entity. Group-level support and power to bind the relevant company may be different.
- 07 **Nadiya:** The proposed release says all claims, but nobody has clarified which parties or periods that phrase is intended to cover.
- 08 **Felix:** The ⁴ _____ needs a defined scope. A broad phrase can conceal a major disagreement rather than resolve it.
- 09 **Nadiya:** One email says without prejudice. Can I assume that makes every statement protected in every country involved?
- 10 **Felix:** No. ⁵ _____ needs assessment under the applicable law and context. The label is not a universal protection switch.

Conversation continues on the next page.

A commercial proposal is not a signed settlement

CONVERSATION / CONTINUED

- 11 **Nadiya:** Another draft says subject to contract. We should check its actual effect rather than rely on familiar wording alone.
- 12 **Felix:** Exactly. ⁶ _____ is part of the material counsel reviews, not a substitute for that review.
- 13 **Nadiya:** We also want the proposal to avoid suggesting that payment is an admission of the allegations.
- 14 **Felix:** Then the intended ⁷ _____ needs careful drafting and review alongside the rest of the agreement, rather than being assumed from the figure.
- 15 **Nadiya:** Even if signatures are arranged, we still need to know when payment becomes due and what approvals come first.
- 16 **Felix:** Yes. The ⁸ _____ and any relevant prerequisites must be explicit in the actual document.
- 17 **Nadiya:** I have been using executed to mean both signed and completely carried out, which could confuse the status report.
- 18 **Felix:** Clarify ⁹ _____ as the signing stage here, and report performance separately when the actual obligations are carried out.
- 19 **Nadiya:** My revised update will identify the commercial discussion and the open terms, without declaring the legal result settled.
- 20 **Felix:** That gives the board an accurate picture and leaves ¹⁰ _____ to be planned against the verified final position, not an optimistic summary.

CHECK THE GAPS

1. settlement proposal / 2. Agreement in principle / 3. settlement authority / 4. release / 5. Without prejudice / 6. Subject to contract / 7. no-admission clause / 8. payment condition / 9. execution / 10. settlement implementation

[Why these answers fit, page 148](#)

F Check accuracy and scope

A commercial proposal is not a signed settlement

Return to the case

Company representative Nadiya and counsel Felix discuss a proposed settlement of a cross-border commercial dispute. The business teams have discussed a payment figure, but release scope, governing documents, approval authority, and execution remain unresolved. No final legal-effect opinion or binding settlement is established. An email uses without prejudice and subject to contract; counsel explains that their effect must be assessed in the actual jurisdiction and context.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which assumption about without prejudice should be avoided?

- A. Context can matter
- B. The actual communication must be examined
- C. The label guarantees identical protection in every jurisdiction
- D. Its effect needs legal review

2. Which distinction matters after signing?

- A. Execution of the document and performance of its obligations
- B. Signature and handwriting
- C. Payment and a payment figure
- D. Counsel and a lawyer

[Answers and explanations, page 149](#)

Listen for the distinction

Swap roles and give the board update while preserving the unresolved terms and jurisdictional qualifications.

Agreement on one point is not agreement on every point

Recognize commercial progress while stating the unresolved terms. Do not assume that familiar English negotiation labels have identical effects across legal systems.

F Say it / transfer to a new case

Signed does not mean paid

A settlement document has been signed. The payment date under its actual terms is in the future, and no payment has been received. Counsel does not assess any other legal issue in this update.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

received / future / signed / stages

- 01 **Counsel:** The document has been ¹ _____.
- 02 **Client:** The payment date is still in the ² _____.
- 03 **Counsel:** No payment has been ³ _____.
- 04 **Client:** Signing and performance are separate ⁴ _____.

CHECK THE GAPS

1. signed / 2. future / 3. received / 4. stages

[Why these answers fit, page 149](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "A commercial proposal is not a signed settlement".

Nadiya: "We also want the proposal to avoid suggesting that payment is an admission of the allegations." **Felix:** [missing response] **Nadiya:** "Even if signatures are arranged, we still need to know when payment becomes due and what approvals come first." Which response belongs in the gap?

- A.** Then verify settlement authority for the actual entity. Group-level support and power to bind the relevant company may be different.
- B.** Then the intended no-admission clause needs careful drafting and review alongside the rest of the agreement, rather than being assumed from the figure.
- C.** That gives the board an accurate picture and leaves settlement implementation to be planned against the verified final position, not an optimistic summary.
- D.** Agreement in principle needs its actual terms and context examined. It should not become a shortcut around the unresolved legal questions.

[Answers and explanations, page 150](#)

Review 4 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Coordinating cross-border document production" and "Negotiating settlement language across legal systems". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: Person or source responsible for potentially relevant records. Which term fits?

- A. privilege log
- B. source attribution
- C. custodian
- D. data controller

2. A colleague needs the term for this meaning: Statement seeking to preserve specified rights. Which term fits?

- A. execution
- B. clarification request
- C. reservation of rights
- D. settlement proposal

3. Rebuild the exchange from "A signature does not answer every status question". Marcus: "The file contains a declaration attached to one state's entry. Can I omit it because the main text is clearer?" Lina: [missing response] Marcus: "Where should I verify the status rather than rely on an undated summary copied into our internal notes?" Which response belongs in the gap?

- A. Correct. The instrument and circumstances matter. Ratification may be relevant, but we should not impose one universal procedure on every treaty.
- B. Then we must verify the relevant consent to be bound and timing for R rather than treating two different table entries as equivalent.
- C. Good. Keep temporal scope explicit too, so a careful status statement does not quietly become an answer about every past or future event.
- D. No. We need to assess whether a reservation or another relevant statement affects the analysis, including its actual legal character and effect.

Review 4 / Meaning and context / continued

4. Rebuild the exchange from "A commercial proposal is not a signed settlement". Nadiya: "I have been using executed to mean both signed and completely carried out, which could confuse the status report." Felix: [missing response] Nadiya: "My revised update will identify the commercial discussion and the open terms, without declaring the legal result settled." Which response belongs in the gap?

- A.** We can report progress, but the settlement proposal still leaves the release, approvals, documents, and execution unresolved.
- B.** Clarify execution as the signing stage here, and report performance separately when the actual obligations are carried out.
- C.** No. Without prejudice needs assessment under the applicable law and context. The label is not a universal protection switch.
- D.** The release needs a defined scope. A broad phrase can conceal a major disagreement rather than resolve it.

[Answers and explanations, page 157](#)

Language for the next case

Explaining the jurisdiction question in an interstate dispute

Consent-based jurisdiction

Consent-based jurisdiction requires the relevant basis of state consent to be identified; an allegation concerning international law does not itself supply that basis.

Amel: Correct. Consent-based jurisdiction needs its actual basis examined rather than being inferred from the subject matter alone.

Jurisdictional scope

Jurisdictional scope identifies which disputes or issues the asserted consent basis covers and must not be broadened by a shortened summary.

Amel: Certainly. Jurisdictional scope cannot be broadened simply because the full qualification is inconvenient in a short briefing.

jurisdictional basis

A jurisdictional basis is the legal foundation asserted for the Court's authority and must be distinguished from a determination accepting that foundation.

Amel: Good. A proposed jurisdictional basis is not the same as a judicial determination that it is sufficient.

merits

The merits concern the substantive dispute, which is distinct from the preliminary question of the Court's authority to hear the case.

Amel: Yes. The merits and jurisdiction address different questions, even when some facts matter to both parts of the analysis.

reservation to consent

A reservation to consent can qualify the asserted jurisdictional basis and requires analysis of its actual wording and applicable effect.

Amel: Exactly. A reservation to consent or another relevant qualification may affect the actual analysis and must be reviewed in context.

procedural posture

Procedural posture describes the actual stage and status of a matter, preventing a proposed legal position from being reported as an established court outcome.

Amel: Then the procedural posture remains accurate, and the reader can distinguish our analysis from an outcome that has not occurred.

Read the phrases aloud. Then complete the conversation on the following pages using the word bank.

Conversation

Explaining the jurisdiction question in an interstate dispute

State adviser Amel briefs colleague Rowan about a fictional dispute between two states. Rowan assumes that describing an international-law allegation automatically establishes the International Court of Justice's jurisdiction. No particular consent instrument, declaration, reservation, or jurisdictional determination is supplied. They identify the questions that require legal review before reporting a jurisdictional conclusion.

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

Consent-based jurisdiction / reservation to consent / Jurisdictional scope /
jurisdictional basis / procedural posture / merits

- 01 **Rowan:** The allegation concerns international law, so I assumed the Court can hear the dispute without a separate jurisdictional question.
- 02 **Amel:** We need to separate the substance of the allegation from the legal basis for the Court to hear this contentious case.
- 03 **Rowan:** Both parties are states, but that fact alone does not identify the relevant consent basis, does it?
- 04 **Amel:** Correct. ¹ _____ needs its actual basis examined rather than being inferred from the subject matter alone.
- 05 **Rowan:** I can gather any agreement, treaty provision, or declaration the team proposes to rely on.
- 06 **Amel:** Please also identify its scope and qualifications. A reference to an instrument is not a conclusion that it covers every dispute.

Conversation / continued

- 07 **Rowan:** Then a question about the court's authority should remain separate from whether the alleged conduct breached an obligation.
- 08 **Amel:** Yes. The ² _____ and jurisdiction address different questions, even when some facts matter to both parts of the analysis.
- 09 **Rowan:** The briefing currently says the respondent must lose because our jurisdiction paragraph sounds strong.
- 10 **Amel:** That conflates two conclusions. We have not established either the jurisdictional position or the merits from the limited information here.

Conversation continues on the next page.

Explaining the jurisdiction question in an interstate dispute

CONVERSATION / CONTINUED

- 11 **Rowan:** Would a consent instrument's subject-matter limits need to stay visible in the summary?
- 12 **Amel:** Certainly. ³ _____ cannot be broadened simply because the full qualification is inconvenient in a short briefing.
- 13 **Rowan:** We should also check any relevant dates or reservations rather than assume the same position throughout history.
- 14 **Amel:** Exactly. A ⁴ _____ or another relevant qualification may affect the actual analysis and must be reviewed in context.
- 15 **Rowan:** I will distinguish the materials we have found from a legal conclusion that the Court has already accepted the case.
- 16 **Amel:** Good. A proposed ⁵ _____ is not the same as a judicial determination that it is sufficient.
- 17 **Rowan:** The note can identify the open questions and the legal work needed before anyone announces a jurisdictional result.
- 18 **Amel:** That is more useful than an overconfident headline that later advisers must unwind.
- 19 **Rowan:** My revised summary will say the allegation and possible consent materials are being reviewed, with no determination reported.
- 20 **Amel:** Then the ⁶ _____ remains accurate, and the reader can distinguish our analysis from an outcome that has not occurred.

CHECK THE GAPS

1. Consent-based jurisdiction / 2. merits / 3. Jurisdictional scope / 4. reservation to consent / 5. jurisdictional basis / 6. procedural posture

[Why these answers fit, page 159](#)

A possible basis became a court determination

A briefing identifies a possible treaty-based jurisdictional argument. No court determination is supplied. An executive summary mistakenly says jurisdiction has been confirmed.

Complete the exchange using each phrase once. Read both roles, then switch roles and repeat with the bank covered.

WORD AND PHRASE BANK

argument / supplied / status / determination

- 01 **Adviser:** The briefing identifies a possible ¹ _____.
- 02 **Colleague:** No court determination is ² _____.
- 03 **Adviser:** The summary overstated the ³ _____.
- 04 **Colleague:** I will restore the distinction between argument and ⁴ _____.

CHECK THE GAPS

1. argument / 2. supplied / 3. status / 4. determination

[Why these answers fit, page 159](#)

Keep the distinction audible

Separate an allegation on the merits from the basis for an international court to hear a contentious case.

Language for the next case

Explaining what an Apostille does and does not certify

Apostille

An Apostille authenticates specified origin-related features of a public document under the applicable Convention process, not the substantive truth of every statement.

Mira: An Apostille concerns the relevant signature, capacity, and seal or stamp under the applicable process, not the truth of every underlying statement.

applicability check

An applicability check examines the actual document and country relationship rather than assuming every public document and destination uses the same process.

Mira: Yes. The applicability check must use current official information and the actual document circumstances.

receiving-body requirements

Receiving-body requirements concern the actual intended use and may raise questions distinct from authenticating the origin of the public document.

Mira: Those receiving-body requirements need to be clarified separately rather than assumed satisfied by the certificate alone.

Authentication

Authentication addresses specified origin-related features and must not be confused with an opinion on the underlying transaction's legal effect.

Mira: Correct. Authentication and the legal effect of the underlying document answer different questions.

Competent Authority

The Competent Authority is the designated body with the relevant Apostille function, and its identity should be verified through official information.

Mira: The relevant Competent Authority and official verification arrangements should be identified. We should not invent a verification result ourselves.

document linkage

Document linkage keeps the certificate associated with the relevant public document so the reviewer can identify what the authentication concerns.

Mira: Good. That preserves the document linkage and avoids discussing a certificate detached from the material it concerns.

Read the phrases aloud. Then complete the conversation on the following pages using the word bank.

Conversation

Explaining what an Apostille does and does not certify

Client contact Jo asks legal coordinator Mira whether an Apostille proves every statement in a public document is true and guarantees that the receiving body must accept it for the intended transaction. No particular document, country pair, or receiving-body requirement is supplied. Mira explains the limited authentication function and identifies the actual applicability and use questions for verification.

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

Authentication / receiving-body requirements / Competent Authority / applicability check / document linkage / Apostille

- 01 **Jo:** The document has an Apostille. Can I tell the receiving body that this proves every statement inside it is true?
- 02 **Mira:** No. We need to distinguish authentication of the document's origin from a guarantee of the substantive information it contains.
- 03 **Jo:** I thought the certificate was a broad endorsement of the document and the transaction it will be used for.
- 04 **Mira:** An ¹ _____ concerns the relevant signature, capacity, and seal or stamp under the applicable process, not the truth of every underlying statement.
- 05 **Jo:** Then I should not describe the certificate as an independent legal opinion on the transaction either.

Conversation / continued

- 06 **Mira:** Correct. ² _____ and the legal effect of the underlying document answer different questions.
- 07 **Jo:** We still need to know whether the Convention applies to the actual document and the relevant countries.
- 08 **Mira:** Yes. The ³ _____ must use current official information and the actual document circumstances.
- 09 **Jo:** Who verifies the certificate if the receiving body has a question about it?
- 10 **Mira:** The relevant ⁴ _____ and official verification arrangements should be identified. We should not invent a verification result ourselves.

Conversation continues on the next page.

Explaining what an Apostille does and does not certify

CONVERSATION / CONTINUED

- 11 **Jo:** The recipient may also have a specific requirement for the document's purpose, date, or translation.
- 12 **Mira:** Those ⁵ _____ need to be clarified separately rather than assumed satisfied by the certificate alone.
- 13 **Jo:** So a certificate can address one formality without deciding whether the document meets every substantive requirement for the application.
- 14 **Mira:** Exactly. We should explain the completed authentication step and the remaining use questions without calling the whole transaction approved.
- 15 **Jo:** I will keep the actual document and certificate together when asking for the appropriate review.
- 16 **Mira:** Good. That preserves the ⁶ _____ and avoids discussing a certificate detached from the material it concerns.
- 17 **Jo:** I also should not claim that a general website description has verified our particular country pair or document category.
- 18 **Mira:** Correct. We need the actual facts and current official information for that conclusion.
- 19 **Jo:** My summary will say the certificate addresses origin-related authentication, while the intended use still needs its relevant checks.
- 20 **Mira:** That is precise. It avoids turning a limited certificate into a guarantee of substantive truth, legal validity, or universal acceptance.

CHECK THE GAPS

1. Apostille / **2.** Authentication / **3.** applicability check / **4.** Competent Authority / **5.** receiving-body requirements / **6.** document linkage

[Why these answers fit, page 161](#)

The certificate was treated as proof of the contents

A summary says an Apostille proves the underlying document's statements are true. The actual question concerns the certificate's limited authentication function, not a verified substantive conclusion.

Complete the exchange using each phrase once. Read both roles, then switch roles and repeat with the bank covered.

WORD AND PHRASE BANK

true / checks / authentication / summary

- 01 **Coordinator:** The certificate concerns specified origin-related ¹ _____.
- 02 **Client:** It does not guarantee the contents are ² _____.
- 03 **Coordinator:** The intended use needs its own relevant ³ _____.
- 04 **Client:** I will correct the overbroad ⁴ _____.

CHECK THE GAPS

1. authentication / 2. true / 3. checks / 4. summary

[Why these answers fit, page 161](#)

Keep the distinction audible

Distinguish authentication of a public document's origin from a guarantee of its substantive truth or acceptance for every purpose.

Language for the next case

Reconciling a bilingual contract discrepancy

modal discrepancy

A modal discrepancy changes the force of wording such as permission and obligation, so it can be legally material rather than merely stylistic.

Sana: Correct. The modal discrepancy needs legal and client review before either version is silently corrected.

governing-language provision

A governing-language provision may address which language version prevails, but its actual wording and legal effect must be reviewed rather than assumed.

Sana: We need to verify the actual governing-language provision and its effect. We cannot assume one exists or that English necessarily prevails.

tracked revision

A tracked revision makes a proposed wording change visible for review and does not itself prove that the parties authorized or accepted the change.

Sana: A tracked revision helps reviewers see what changed; it does not supply the consent or legal conclusion by itself.

version status

Version status identifies whether a document is a draft, working translation, approved text, or signed version and must remain visible during reconciliation.

Sana: Then preserve the version status of each document so we do not compare an unsigned draft as though it were the executed agreement.

translation query

A translation query identifies a specific language issue for clarification without deciding the legal effect or amending the agreement on the translator's own authority.

Sana: That is a useful translation query, provided it does not present your proposed wording as a legal amendment already agreed by the parties.

reconciliation record

A reconciliation record preserves the discrepancy, review, and authorized resolution rather than hiding a material difference through untracked editing.

Sana: Then the reconciliation record can preserve the original problem and the authorized resolution when it is actually reached.

Read the phrases aloud. Then complete the conversation on the following pages using the word bank.

Conversation

Reconciling a bilingual contract discrepancy

Translator Eli and counsel Sana compare two versions of a fictional contract. One says a party may provide a report; the other describes reporting as mandatory. The governing-language provision and parties' intended obligation have not been verified. They preserve both texts and route the discrepancy for legal and client review rather than silently rewriting either version.

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

tracked revision / version status / translation query / modal discrepancy /
governing-language provision / reconciliation record

- 01 **Eli:** I found a difference that changes the obligation: one version says may provide, while the other makes the report mandatory.
- 02 **Sana:** That is not just a stylistic preference. Please identify the exact clauses and keep both source versions intact.
- 03 **Eli:** I can explain the language difference, but I cannot decide by myself which obligation the parties intended to accept.
- 04 **Sana:** Correct. The ¹ _____ needs legal and client review before either version is silently corrected.
- 05 **Eli:** The file also contains a working translation, and I do not know whether it was ever approved for signing.
- 06 **Sana:** Then preserve the ² _____ of each document so we do not compare an unsigned draft as though it were the executed agreement.
- 07 **Eli:** Would a governing-language clause answer which text controls if there is a conflict?
- 08 **Sana:** We need to verify the actual ³ _____ and its effect. We cannot assume one exists or that English necessarily prevails.
- 09 **Eli:** I will quote the two short passages and describe the difference as discretion versus a mandatory duty.
- 10 **Sana:** That is a useful ⁴ _____, provided it does not present your proposed wording as a legal amendment already agreed by the parties.

Conversation continues on the next page.

Reconciling a bilingual contract discrepancy

CONVERSATION / CONTINUED

- 11 **Eli:** I can suggest alternative wording after the intended meaning is clarified, with the change tracked for review.
- 12 **Sana:** Yes. We need the appropriate authority and review process, not a quiet replacement that loses the original discrepancy.
- 13 **Eli:** The business team wants the documents aligned today, but speed does not establish the missing instruction.
- 14 **Sana:** A ⁵ _____ helps reviewers see what changed; it does not supply the consent or legal conclusion by itself.
- 15 **Eli:** We should also check whether the same modal difference appears in related definitions or reporting provisions.
- 16 **Sana:** That is a sensible consistency question, but keep the search scope and findings separate from a claim that every issue is resolved.
- 17 **Eli:** My note will identify the clauses, versions, linguistic difference, and the unanswered question for counsel and the client.
- 18 **Sana:** Then the ⁶ _____ can preserve the original problem and the authorized resolution when it is actually reached.
- 19 **Eli:** Until then, neither version should be rewritten merely because one sounds more natural to me in English.
- 20 **Sana:** Exactly. Linguistic fluency supports the review; it does not replace the legal and contractual authority needed to settle the meaning.

CHECK THE GAPS

1. modal discrepancy / 2. version status / 3. governing-language provision / 4. translation query / 5. tracked revision / 6. reconciliation record

[Why these answers fit, page 163](#)

May became must

A translation changes may submit to must submit. No instruction authorizing a stronger obligation is supplied. Counsel requests a query rather than an unapproved amendment.

Complete the exchange using each phrase once. Read both roles, then switch roles and repeat with the bank covered.

WORD AND PHRASE BANK

must / authorized / may / query

- 01 **Translator:** The original uses ¹ _____.
- 02 **Counsel:** The translation strengthened it to ² _____.
- 03 **Translator:** The discrepancy needs a translation ³ _____.
- 04 **Counsel:** No stronger obligation has been ⁴ _____.

CHECK THE GAPS

1. may / 2. must / 3. query / 4. authorized

[Why these answers fit, page 163](#)

Keep the distinction audible

Explain a material translation difference without silently choosing a controlling version or amending the parties' agreement.

01 / Answers and explanations

A / Read the situation

A1. Which entity is named in the contract?

D. Orion Components Ltd

The contract names Orion Components Ltd, while the email comes from the parent.

[Return to the exercise, page 4](#)

A2. Which point remains unresolved?

A. The client entity and engagement authority

The brief explicitly leaves client identity and authorization for the engagement unconfirmed.

[Return to the exercise, page 4](#)

A3. What would overstate the present status?

C. Our firm has accepted representation

No accepted representation or conflict clearance is established in the case.

[Return to the exercise, page 4](#)

D / Response choices

D1. Which intake question resolves the key distinction?

D. Which entity is asking us to act, and which signed?

The question separates client identity from the contracting party without assuming representation or liability.

[Return to the exercise, page 9](#)

D2. Which summary is supported?

C. The subsidiary signed; the proposed client remains unconfirmed

The supplied contract and unresolved engagement facts support only the qualified summary.

[Return to the exercise, page 9](#)

01 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Entity connected through the relevant ownership or control relationship. Which term fits?

C. affiliate

A Not here. scope of engagement: Boundaries of the work counsel is engaged to perform. The usual combination is "define the scope of engagement".

B Not here. private international law: Rules addressing cross-border private-law questions, including applicable law and jurisdiction. The usual combination is "distinguish private international law".

C Correct. affiliate: Entity connected through the relevant ownership or control relationship. The usual combination is "clarify the affiliate relationship".

D Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

[Return to the exercise, page 9](#)

D4. Rebuild the exchange from "The parent is not the signatory". Theo: "I assumed that using the group name would cover the parent and every affiliate without more detail." Leila: [missing response] Theo: "I can ask who will authorize the work. My role is to gather the documents, not necessarily to retain counsel." Which response belongs in the gap?

A. We need to confirm client identity rather than assume that every connected company would be represented under one engagement.

A Correct. This is Leila's response in turn 6. It connects Theo's preceding point with Theo's follow-up. Client identity identifies whom counsel would represent and is not settled merely by a contact using a corporate group name.

B Not here. This line belongs to turn 2, after Theo says: "Orion Group would like your firm to handle the supply dispute. The contract and the parent's email are attached." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 8, after Theo says: "I can ask who will authorize the work. My role is to gather the documents, not necessarily to retain counsel." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 4, after Theo says: "The contract names Orion Components Ltd, but I work with Orion Holdings and used the parent company's email." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 9](#)

E / Conversation

1. legal entity

Turn 2. A legal entity has a distinct identity, so a group name cannot automatically identify the contracting party or proposed client.

01 / Answers and explanations / continued

2. contracting party

Turn 4. The contracting party named in the supplied agreement is the subsidiary, which must not be silently replaced with the parent company.

3. client identity

Turn 6. Client identity identifies whom counsel would represent and is not settled merely by a contact using a corporate group name.

4. authority to instruct

Turn 8. Authority to instruct concerns who can give instructions for the actual client and must be verified rather than inferred from document coordination.

5. scope of engagement

Turn 10. Scope of engagement defines the work and jurisdictional questions accepted, rather than assuming unlimited advice across every country mentioned.

6. coordinating counsel

Turn 12. Coordinating counsel organizes the matter across advisers while preserving the source and limits of each jurisdiction-specific opinion.

7. conflicts check

Turn 14. A conflicts check is part of the relevant representation process and cannot be assumed complete because documents have been sent.

8. engagement letter

Turn 16. The engagement letter records the agreed professional engagement and should identify the client and scope once the required process is completed.

9. Private international law

Turn 18. Private international law addresses cross-border private-law questions, so a contract dispute is not automatically a dispute between states.

10. instruction record

Turn 20. An instruction record preserves who supplied the information and instructions, helping prevent assumptions about authority or representation from becoming facts.

[Return to the conversation, page 11](#)

01 / Answers and explanations / continued

F / Accuracy and scope

F1. What should be attributed to local counsel?

C. Advice on the specified local-law question

Local counsel's advice should remain tied to its jurisdiction, facts, and question.

[Return to the exercise, page 13](#)

F2. Which phrase preserves an unresolved condition?

A. Subject to completion of the required checks

Subject to makes the condition visible rather than presenting the engagement as complete.

[Return to the exercise, page 13](#)

F / Guided speaking

1. affiliate

Contact: A different affiliate has joined the discussion.

Turn 1. The new sender is another connected entity, not automatically the same client.

2. confirmed

Lawyer: Its representation is not yet confirmed.

Turn 2. Being copied on an email does not establish an accepted engagement.

3. instruct

Contact: We need to identify its authority to instruct.

Turn 3. The relevant person's power to instruct for that entity needs clarification.

4. outstanding

Lawyer: The required checks remain outstanding.

Turn 4. The scenario supplies no completed checks for the newly involved affiliate.

[Return to the conversation, page 14](#)

01 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "The parent is not the signatory". Theo: "Should I tell management that your firm has accepted the matter now that we have sent the documents?" Leila: [missing response] Theo: "I will describe this as an intake discussion, not an accepted engagement or a favorable view on the claim." Which response belongs in the gap?

C. Not yet. We need the actual engagement process and a conflicts check, along with the other required information, before confirming representation.

A Not here. This line belongs to turn 4, after Theo says: "The contract names Orion Components Ltd, but I work with Orion Holdings and used the parent company's email." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Theo says: "The documents mention operations in two jurisdictions. Does that mean you will advise on every local issue directly?" It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Leila's response in turn 14. It connects Theo's preceding point with Theo's follow-up. A conflicts check is part of the relevant representation process and cannot be assumed complete because documents have been sent.

D Not here. This line belongs to turn 12, after Theo says: "We would value one person coordinating the advice so that separate answers do not contradict each other without explanation." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 14](#)

02 / Answers and explanations

A / Read the situation

A1. Which substantive law does the fictional wording select?

B. Law of Jurisdiction A

The contract expressly identifies Jurisdiction A in its substantive-law wording.

[Return to the exercise, page 15](#)

A2. Which courts does the separate clause name?

A. Courts in Jurisdiction B

The dispute clause separately names courts in Jurisdiction B.

[Return to the exercise, page 15](#)

A3. What remains unassessed?

D. Effectiveness and scope of the clauses

The brief leaves effectiveness, exclusivity, and mandatory-rule issues for legal review.

[Return to the exercise, page 15](#)

D / Response choices

D1. Which summary accurately separates the clauses?

B. A is named for substantive law; B is named for courts

The summary states the supplied wording without deciding its legal effectiveness.

[Return to the exercise, page 20](#)

D2. Which question remains open?

C. Whether the forum clause is effective and exclusive

Effectiveness and exclusivity require review beyond identifying the named jurisdictions.

[Return to the exercise, page 20](#)

02 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Contract wording selecting law for specified matters. Which term fits?

B. choice-of-law clause

A Not here. severability: Treatment of whether one invalid provision affects others under the applicable framework. The usual combination is "consider severability under the actual law".

B Correct. choice-of-law clause: Contract wording selecting law for specified matters. The usual combination is "review a choice-of-law clause".

C Not here. non-exclusive jurisdiction clause: Clause identifying a forum without necessarily excluding others. The usual combination is "interpret a non-exclusive jurisdiction clause".

D Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

[Return to the exercise, page 20](#)

D4. Rebuild the exchange from "The clause answers two different questions". Owen: "Does a court's location tell us nothing useful, or does it answer a different part of the legal question?" Mina: [missing response] Owen: "I also called the courts exclusive in my summary, although I did not check whether the clause used that word." Which response belongs in the gap?

D. It matters, but procedural law and other forum issues need their own analysis. One label should not stand in for every issue.

A Not here. This line belongs to turn 4, after Owen says: "The first provision says the agreement uses the substantive law of A. The next one names courts in B." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Owen says: "Could a rule still matter even if the parties chose a different law in their agreement?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 8, after Owen says: "I also called the courts exclusive in my summary, although I did not check whether the clause used that word." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Mina's response in turn 6. It connects Owen's preceding point with Owen's follow-up. Procedural law concerns how proceedings are conducted and must not be treated as identical to the substantive-law choice.

[Return to the exercise, page 20](#)

E / Conversation

1. choice-of-law clause

Turn 2. The choice-of-law clause selects law for specified questions, which is distinct from the contract's separate selection of courts.

02 / Answers and explanations / continued

2. substantive law

Turn 4. Substantive law concerns rights and obligations, and the supplied contract wording identifies A for that question.

3. procedural law

Turn 6. Procedural law concerns how proceedings are conducted and must not be treated as identical to the substantive-law choice.

4. forum-selection clause

Turn 8. The forum-selection clause identifies the dispute forum, but its wording and applicable law must be examined before assuming exclusivity.

5. mandatory rule

Turn 10. A mandatory rule may apply despite party agreement under the relevant legal framework, so its effect requires jurisdiction-specific review.

6. Jurisdiction

Turn 12. Jurisdiction concerns the court's legal authority over the relevant matter or parties and is not conclusively established merely by a manager's reading of a clause.

7. Venue

Turn 14. Venue concerns the place of proceedings under the relevant framework and should not be used as a synonym for governing substantive law.

8. enforceability opinion

Turn 16. An enforceability opinion assesses legal effect under the relevant conditions and is different from simply identifying what the contract says.

9. local-law qualification

Turn 18. A local-law qualification preserves the conditions or limits of the jurisdiction-specific advice and should not be deleted during summarization.

10. contract interpretation

Turn 20. Contract interpretation determines meaning in context under the relevant law, so a careful summary must distinguish the text from unresolved legal conclusions.

[Return to the conversation, page 22](#)

02 / Answers and explanations / continued

F / Accuracy and scope

F1. What does a local-law qualification do?

D. Limits the conclusion to the actual analysis and conditions

A qualification preserves the assumptions and limits of the opinion rather than creating universal certainty.

[Return to the exercise, page 24](#)

F2. Which phrase most clearly avoids an overstatement?

C. The clause names these courts; its effect needs review

Naming the courts reports the text while leaving the unresolved legal effect explicit.

[Return to the exercise, page 24](#)

F / Guided speaking

1. forum

Counsel: The clause names a forum.

Turn 1. The wording identifies a forum, which is the only stated textual fact.

2. exclusive

Manager: My summary added the word exclusive.

Turn 2. Exclusive was introduced in the summary without the required assessment.

3. review

Counsel: That conclusion remains under review.

Turn 3. The legal effect and exclusivity have not yet been determined.

4. characterization

Manager: I will correct the unsupported characterization.

Turn 4. The added characterization must be removed or accurately qualified rather than repeated as settled.

[Return to the conversation, page 25](#)

02 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "The clause answers two different questions". Owen: "I used venue as another word for governing law in the internal slide. That now seems likely to confuse people." Mina: [missing response] Owen: "Could I tell management we have read the wording but have not completed the legal opinion about its effect?" Which response belongs in the gap?

C. Venue concerns the place of proceedings in the relevant framework. It is not a substitute term for substantive law.

A Not here. This line belongs to turn 12, after Owen says: "Then choosing a court is not quite the same as confirming that the court has authority over every possible dispute." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 20, after Owen says: "My corrected explanation is that A is named for substantive law, B for courts, and scope and effect remain under review." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Mina's response in turn 14. It connects Owen's preceding point with Owen's follow-up. Venue concerns the place of proceedings under the relevant framework and should not be used as a synonym for governing substantive law.

D Not here. This line belongs to turn 2, after Owen says: "The contract names courts in B, so I assumed the law of B governs every question under the agreement." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 25](#)

03 / Answers and explanations

A / Read the situation

A1. What does the supplied receipt confirm?

A. A courier delivery event

The receipt concerns physical delivery, while the relevant legal effect has not been assessed.

[Return to the exercise, page 28](#)

A2. Which summary currently overstates the facts?

C. The defendant has been served

Served implies a legal conclusion that the delivery receipt alone does not establish.

[Return to the exercise, page 28](#)

A3. What must be verified before giving a deadline answer?

D. The applicable rules and actual triggering facts

Legal deadlines depend on the actual governing process and verified facts, not a universal guessed interval.

[Return to the exercise, page 28](#)

D / Response choices

D1. Which update preserves the receipt's evidential scope?

A. Courier delivery confirmed; service validity under review

The receipt confirms delivery only, so the wider procedural conclusions remain unresolved.

[Return to the exercise, page 32](#)

D2. What should the coordinator not calculate by guesswork?

D. The legal response deadline

A response deadline depends on applicable law and triggering facts, not an assumed standard period.

[Return to the exercise, page 32](#)

03 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: State or other eligible party bound in the relevant convention context. Which term fits?

A. Convention Contracting Party

A Correct. Convention Contracting Party: State or other eligible party bound in the relevant convention context. The usual combination is "check Convention Contracting Party status".

B Not here. translation requirement: Rule requiring documents in a specified language or form. The usual combination is "confirm a translation requirement".

C Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

D Not here. procedural calendar: Record of verified procedural dates and obligations. The usual combination is "maintain the procedural calendar".

[Return to the exercise, page 32](#)

D4. Rebuild the exchange from "Delivered is not necessarily served". Ben: "The matter crosses two countries. Should I simply choose the route the courier normally uses for international deliveries?" Asha: [missing response] Ben: "The team mentioned a Hague Convention route but did not identify the countries' current positions or the authority involved." Which response belongs in the gap?

B. No. The transmission channel needs to be checked against the actual legal framework, documents, countries, and relevant requirements.

A Not here. This line belongs to turn 8, after Ben says: "The team mentioned a Hague Convention route but did not identify the countries' current positions or the authority involved." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Asha's response in turn 6. It connects Ben's preceding point with Ben's follow-up. A transmission channel is the route applicable under the relevant legal process and cannot be selected solely from ordinary courier logistics.

C Not here. This line belongs to turn 2, after Ben says: "The courier receipt shows delivery to the overseas office, so I marked the defendant as served in our status report." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 18, after Ben says: "I will correct the status to delivery confirmed, with legal service validity and timing still being checked." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 32](#)

E / Conversation

1. courier receipt

Turn 2. A courier receipt records a physical delivery event and does not alone establish valid service under the applicable legal requirements.

03 / Answers and explanations / continued

2. authorized recipient

Turn 4. An authorized recipient must have the relevant legal capacity to receive the documents; a signature on delivery does not by itself establish that capacity.

3. transmission channel

Turn 6. A transmission channel is the route applicable under the relevant legal process and cannot be selected solely from ordinary courier logistics.

4. Central Authority

Turn 8. A Central Authority is designated under the relevant convention, and the correct authority and its role must be checked for the actual matter.

5. translation requirement

Turn 10. A translation requirement depends on the actual procedure and jurisdiction and must not be assumed satisfied because documents were physically delivered.

6. response deadline

Turn 12. A response deadline depends on the applicable rules and verified triggering facts, not the period used in an unrelated matter.

7. triggering event

Turn 14. A triggering event starts a legal period under the actual rule, and it cannot be assumed from an unreviewed delivery timestamp.

8. certificate of service

Turn 16. A certificate of service records relevant service facts under its actual process, which must be reviewed rather than equated automatically with a courier receipt.

9. procedural calendar

Turn 18. The procedural calendar should distinguish verified obligations from unresolved timing questions and identify the responsible counsel for urgent verification.

10. local procedural advice

Turn 20. Local procedural advice addresses the jurisdiction-specific requirements and needs accurate facts rather than assumptions already presented as legal conclusions.

[Return to the conversation, page 34](#)

03 / Answers and explanations / continued

F / Accuracy and scope

F1. Which source is appropriate for country-specific requirements?

A. Current official information and qualified local procedural advice

The actual route needs current official and qualified jurisdiction-specific verification.

[Return to the exercise, page 36](#)

F2. Which action addresses real timing risk?

B. Escalate promptly to responsible counsel while facts are checked

Uncertainty requires prompt qualified attention rather than a guessed deadline or permission to delay.

[Return to the exercise, page 36](#)

F / Guided speaking

1. dispatched

Coordinator: The request has been dispatched.

Turn 1. Dispatch describes the sender's completed action, not confirmed receipt or completed service.

2. unconfirmed

Counsel: Authority receipt remains unconfirmed.

Turn 2. The brief explicitly leaves receipt by the relevant authority unconfirmed.

3. available

Coordinator: No service certificate is available.

Turn 3. The case supplies no certificate establishing service-related facts for review.

4. status

Counsel: We must preserve the actual procedural status.

Turn 4. The update should distinguish dispatch, receipt, and service rather than collapse them.

[Return to the conversation, page 37](#)

03 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "Delivered is not necessarily served". Ben: "We also need to know which event starts any relevant period, rather than assuming the courier timestamp controls." Asha: [missing response] Ben: "Would an official document confirming service answer a different question from our delivery receipt?" Which response belongs in the gap?

C. Exactly. The triggering event must be established under the applicable process. Uncertainty is not permission to leave the question unattended.

A Not here. This line belongs to turn 2, after Ben says: "The courier receipt shows delivery to the overseas office, so I marked the defendant as served in our status report." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 12, after Ben says: "Management is asking when the company must respond. I was about to use the standard period from another matter." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Asha's response in turn 14. It connects Ben's preceding point with Ben's follow-up. A triggering event starts a legal period under the actual rule, and it cannot be assumed from an unreviewed delivery timestamp.

D Not here. This line belongs to turn 8, after Ben says: "The team mentioned a Hague Convention route but did not identify the countries' current positions or the authority involved." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 37](#)

04 / Answers and explanations

A / Read the situation

A1. Which seat does the fictional clause identify?

C. City A

The clause expressly identifies City A as the legal seat.

[Return to the exercise, page 38](#)

A2. What is being considered for the hearing?

D. Remote participation with some people in City B

Only hearing logistics are under discussion; no seat change is agreed.

[Return to the exercise, page 38](#)

A3. Which issue remains unresolved?

B. The language of proceedings

The case explicitly says that the language has not yet been agreed.

[Return to the exercise, page 38](#)

D / Response choices

D1. Which summary matches the case?

C. Seat A; remote logistics involving B under discussion

The case states the seat in A and separately discusses remote hearing arrangements.

[Return to the exercise, page 42](#)

D2. Which question needs confirmation?

A. The language and hearing protocol

The unresolved procedural arrangements include language and the actual hearing protocol.

[Return to the exercise, page 42](#)

04 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Arbitrator or panel deciding the dispute under the relevant authority. Which term fits?

D. arbitral tribunal

A Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

B Not here. challenge to an arbitrator: Objection to an arbitrator under the applicable standards and process. The usual combination is "distinguish an arbitrator challenge".

C Not here. terms of reference: Document defining aspects of an arbitration where required by the applicable process. The usual combination is "clarify the terms of reference".

D Correct. arbitral tribunal: Arbitrator or panel deciding the dispute under the relevant authority. The usual combination is "address the arbitral tribunal".

[Return to the exercise, page 42](#)

D4. Rebuild the exchange from "A remote hearing does not answer the seat question". Emil: "If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all." Farah: [missing response] Emil: "The contract names an institution, but the file contains rules from two different years. Which should the team cite?" Which response belongs in the gap?

C. Yes. A remote hearing needs an appropriate protocol, while the actual agreement, rules, and directions continue to matter.

A Not here. This line belongs to turn 18, after Emil says: "We should keep a separate list of proposed dates and dates that have actually been fixed." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Emil says: "I will flag that question. We also have not agreed which language will be used for submissions and the hearing." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Farah's response in turn 6. It connects Emil's preceding point with Emil's follow-up. A remote hearing uses communication technology for participation and does not eliminate the need for applicable procedure or a clearly identified legal seat.

D Not here. This line belongs to turn 14, after Emil says: "The technical team wants to know who is allowed in each remote room and how documents will be displayed." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 42](#)

E / Conversation

1. arbitral seat

Turn 2. The arbitral seat is the legal place identified by the agreement and relevant framework, not automatically the location of remote participants.

04 / Answers and explanations / continued

2. hearing venue

Turn 4. The hearing venue concerns where the hearing is conducted or arranged and must be distinguished from the arbitration's legal seat.

3. remote hearing

Turn 6. A remote hearing uses communication technology for participation and does not eliminate the need for applicable procedure or a clearly identified legal seat.

4. institutional rules

Turn 8. Institutional rules must be identified in the version applicable to the matter rather than selected from whichever copy is easiest to find.

5. language of proceedings

Turn 10. The language of proceedings is an actual procedural matter requiring agreement or determination under the relevant framework, not an assumption based on participants' locations.

6. procedural order

Turn 12. A procedural order is a direction under the tribunal's authority and should not be confused with a party's scheduling suggestion.

7. hearing protocol

Turn 14. The hearing protocol sets the actual arrangements for conducting the hearing, including participation and document handling as appropriately agreed or directed.

8. arbitral tribunal

Turn 16. The arbitral tribunal exercises the authority available under the relevant agreement, rules, and law, which is distinct from technical coordination of a call.

9. procedural timetable

Turn 18. The procedural timetable records actual procedural dates and should distinguish binding or fixed steps from proposed scheduling options.

10. arbitration agreement

Turn 20. The arbitration agreement provides the relevant agreed framework, whose stated terms must not be altered merely by a shortened logistical summary.

[Return to the conversation, page 44](#)

04 / Answers and explanations / continued

F / Accuracy and scope

F1. Which statement preserves the request's status?

A. We propose this arrangement for the appropriate decision

A proposal must not be presented as a tribunal direction or agreed change.

[Return to the exercise, page 46](#)

F2. What should be checked before relying on an institutional procedure?

A. The applicable rule version and actual directions

Procedure depends on the actual applicable framework, not branding or unrelated logistics.

[Return to the exercise, page 46](#)

F / Guided speaking

1. proposed

Counsel: The date was only proposed.

Turn 1. The draft email offered a date but did not establish a final arrangement.

2. confirmed

Coordinator: Our calendar incorrectly marked it confirmed.

Turn 2. Confirmed overstates the status because no fixing agreement or direction is supplied.

3. pending

Counsel: The actual procedural decision remains pending.

Turn 3. The scenario leaves the relevant agreement or direction unresolved.

4. status

Coordinator: I will correct the timetable status.

Turn 4. The correction must preserve the distinction between a proposal and a fixed date.

[Return to the conversation, page 47](#)

04 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "A remote hearing does not answer the seat question".
Emil: "The technical team wants to know who is allowed in each remote room and how documents will be displayed." **Farah:** [missing response] **Emil:** "I will not tell them that a convenient technical setting resolves every legal issue about participation." **Which response belongs in the gap?**

B. Those belong in the hearing protocol, subject to the actual decisions and safeguards required for this proceeding.

A Not here. This line belongs to turn 18, after Emil says: "We should keep a separate list of proposed dates and dates that have actually been fixed." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Farah's response in turn 14. It connects Emil's preceding point with Emil's follow-up. The hearing protocol sets the actual arrangements for conducting the hearing, including participation and document handling as appropriately agreed or directed.

C Not here. This line belongs to turn 6, after Emil says: "If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 10, after Emil says: "I will flag that question. We also have not agreed which language will be used for submissions and the hearing." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 47](#)

05 / Answers and explanations

A / Read the situation

A1. What has actually occurred?

A. A favorable arbitral award was received

The case supplies the award but none of the later recovery steps.

[Return to the exercise, page 50](#)

A2. Which financial report would overstate the facts?

C. Cash recovered equals the award amount

The award amount is not cash received when no payment or collection has occurred.

[Return to the exercise, page 50](#)

A3. Which issue needs verification?

D. Asset location and the relevant enforcement framework

No asset location or jurisdiction-specific enforcement position has been established.

[Return to the exercise, page 50](#)

D / Response choices

D1. Which update is supported?

A. Award received; no payment collected

This update separates the supplied decision from recovery stages that have not occurred.

[Return to the exercise, page 55](#)

D2. What does asset tracing establish when successful?

A. Information about relevant assets, not necessarily recovery

Identifying assets is distinct from obtaining and executing the legal measures needed for recovery.

[Return to the exercise, page 55](#)

05 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Legal acceptance of an award's status or effect under the relevant framework. Which term fits?

D. recognition

A Not here. sovereign immunity: Protection of a state or relevant entity from specified proceedings or measures under applicable rules. The usual combination is "assess sovereign immunity".

B Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

C Not here. asset location: Jurisdiction or place in which assets are situated. The usual combination is "verify asset location".

D Correct. recognition: Legal acceptance of an award's status or effect under the relevant framework. The usual combination is "seek recognition".

[Return to the exercise, page 55](#)

D4. Rebuild the exchange from "An award is not money in the account". Marta: "The debtor has operations abroad. Does that mean we can enforce the award in any country where its name appears?" David: [missing response] Marta: "We also have a list of possible assets, but some entries are old and may belong to other group entities." Which response belongs in the gap?

D. We need to verify the relevant enforcement forum and legal framework rather than treating every business location as an available recovery route.

A Not here. This line belongs to turn 8, after Marta says: "We also have a list of possible assets, but some entries are old and may belong to other group entities." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 2, after Marta says: "We have a favorable award. Can I report the full amount as recovered cash in the management update?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 16, after Marta says: "Even with the appropriate court relief, obtaining money from assets could still require additional steps." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is David's response in turn 6. It connects Marta's preceding point with Marta's follow-up. The enforcement forum is the court or jurisdiction where relief is sought, which requires analysis rather than assumption from a company's international presence.

[Return to the exercise, page 55](#)

E / Conversation

1. arbitral award

Turn 2. An arbitral award states the tribunal's decision, but receiving it does not mean that payment or collection has occurred.

05 / Answers and explanations / continued

2. voluntary compliance

Turn 4. Voluntary compliance means performing the obligation without compulsory enforcement, and no such payment is established in this case.

3. enforcement forum

Turn 6. The enforcement forum is the court or jurisdiction where relief is sought, which requires analysis rather than assumption from a company's international presence.

4. asset tracing

Turn 8. Asset tracing investigates relevant assets and ownership; a preliminary list is not proof that the award debtor owns recoverable assets.

5. Recognition

Turn 10. Recognition concerns legal acceptance of the award's status or effect under the applicable framework and is distinct from actual collection.

6. grounds for refusal

Turn 12. Grounds for refusal are specified bases under the relevant framework and need actual legal assessment rather than an assumption that recognition is automatic.

7. set-aside proceeding

Turn 14. A set-aside proceeding seeks annulment under the relevant law and is not simply another name for an application to enforce the award elsewhere.

8. Execution against assets

Turn 16. Execution against assets uses the applicable legal measures to give effect to the decision and is distinct from merely identifying an asset or receiving an award.

9. recovery estimate

Turn 18. A recovery estimate must reflect verified legal and asset information and cannot equate the award amount with guaranteed cash collection.

10. award creditor

Turn 20. The award creditor is the party entitled to relief under the award, a status that does not itself prove money has been collected.

[Return to the conversation, page 57](#)

05 / Answers and explanations / continued

F / Accuracy and scope

F1. Which legal questions should not be collapsed?

C. Set-aside and enforcement proceedings

Challenges to the award and requests to enforce it can involve different proceedings and authorities.

[Return to the exercise, page 59](#)

F2. Which phrase preserves the uncertainty appropriately?

B. Recovery depends on verified legal and asset information

This statement identifies the relevant unresolved conditions rather than promising collection.

[Return to the exercise, page 59](#)

F / Guided speaking

1. possible

Investigator: We identified a possible asset.

Turn 1. The asset is a lead, not a verified recovery source.

2. unverified

Counsel: The debtor's ownership remains unverified.

Turn 2. The group connection does not establish ownership by the relevant award debtor.

3. collected

Investigator: No funds have been collected.

Turn 3. The investigation has not produced an actual receipt of money.

4. assessment

Counsel: The legal recovery route needs assessment.

Turn 4. The applicable enforcement process must be assessed before a recovery conclusion is made.

[Return to the conversation, page 60](#)

05 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "An award is not money in the account". Marta: "A colleague mentioned a possible challenge where the award was made. Would that be the same proceeding as our recovery application?" David: [missing response] Marta: "Even with the appropriate court relief, obtaining money from assets could still require additional steps." Which response belongs in the gap?

C. A set-aside proceeding is a different question from enforcement elsewhere, although the actual relationship between proceedings needs legal review.

A Not here. This line belongs to turn 4, after Marta says: "I do not want to understate the result, but I also should not make the cash position look better than it is." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Marta says: "I keep hearing recognition and enforcement used together. Should I understand them as identical words?" It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is David's response in turn 14. It connects Marta's preceding point with Marta's follow-up. A set-aside proceeding seeks annulment under the relevant law and is not simply another name for an application to enforce the award elsewhere.

D Not here. This line belongs to turn 18, after Marta says: "I will not describe a rumored asset as funds available for immediate recovery in the board paper." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 60](#)

06 / Answers and explanations

A / Read the situation

A1. What is established for State S in the fictional table?

C. Party status with the treaty in force

The table explicitly identifies S as a party for which the treaty is in force.

[Return to the exercise, page 61](#)

A2. What has not been verified for State R?

A. The relevant consent and applicability details

R's additional consent, reservations, and timing details remain unverified in the case.

[Return to the exercise, page 61](#)

A3. Which briefing claim is too strong?

C. The same obligations unquestionably apply to both

The supplied differing status entries do not support identical unquestionable obligations.

[Return to the exercise, page 61](#)

D / Response choices

D1. Which revised briefing best fits the evidence?

C. S is listed as a party; R's relevant status needs further verification

This statement reports the table while leaving the unresolved effect of R's status open.

[Return to the exercise, page 65](#)

D2. Why identify authentic texts?

D. Authoritative language versions matter to interpretation

The actual authentic versions must be identified instead of assuming a translation's authority.

[Return to the exercise, page 65](#)

06 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Act by which a state establishes consent to be bound through the applicable accession process. Which term fits?

D. accession

A Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

B Not here. travaux préparatoires: Preparatory work relevant under applicable interpretative rules. The usual combination is "assess travaux préparatoires".

C Not here. interpretative declaration: Statement explaining a state's understanding of an instrument, whose legal character needs assessment. The usual combination is "examine an interpretative declaration".

D Correct. accession: Act by which a state establishes consent to be bound through the applicable accession process. The usual combination is "verify accession".

[Return to the exercise, page 65](#)

D4. Rebuild the exchange from "A signature does not answer every status question". Marcus: "I should not replace that with the opposite claim that signatures never have any legal effect, should I?" Lina: [missing response] Marcus: "We also need a date for the briefing, not just a statement that the instrument is in force somewhere." Which response belongs in the gap?

C. Correct. The instrument and circumstances matter. Ratification may be relevant, but we should not impose one universal procedure on every treaty.

A Not here. This line belongs to turn 10, after Marcus says: "The file contains a declaration attached to one state's entry. Can I omit it because the main text is clearer?" It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 16, after Marcus says: "I also quoted one sentence without the preceding definition, which may have made the obligation sound broader." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Lina's response in turn 6. It connects Marcus's preceding point with Marcus's follow-up. Ratification is one relevant international act expressing consent where applicable, but the actual treaty determines which procedures matter.

D Not here. This line belongs to turn 4, after Marcus says: "R is listed as having signed, while S is listed as a party for which the treaty is already in force." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 65](#)

E / Conversation

1. signature

Turn 2. Signature has the legal effect provided by the actual treaty and circumstances and cannot automatically be equated with identical full obligations for every listed state.

06 / Answers and explanations / continued

2. consent to be bound

Turn 4. Consent to be bound is the legally relevant agreement to treaty obligations under the applicable procedure, which has not been fully established for R here.

3. Ratification

Turn 6. Ratification is one relevant international act expressing consent where applicable, but the actual treaty determines which procedures matter.

4. Entry into force

Turn 8. Entry into force must be checked for the relevant treaty relationship and date rather than inferred from a general statement that the treaty exists.

5. reservation

Turn 10. A reservation seeks to exclude or modify specified legal effects and must be assessed rather than omitted from an applicability analysis.

6. depositary

Turn 12. The depositary performs specified treaty-administration functions, making its relevant status information an important source to verify.

7. authentic text

Turn 14. An authentic text has authoritative status under the treaty's arrangements and must be distinguished from a convenient working translation.

8. contextual interpretation

Turn 16. Contextual interpretation reads the provision with relevant surrounding text and the applicable legal framework rather than isolating a convenient sentence.

9. Object and purpose

Turn 18. Object and purpose are relevant to treaty interpretation under the applicable framework but do not justify ignoring the actual text and context.

10. temporal scope

Turn 20. Temporal scope identifies the period or events to which the obligation applies and prevents an undated status statement from answering a time-specific question.

[Return to the conversation, page 67](#)

06 / Answers and explanations / continued

F / Accuracy and scope

F1. What does as of add to a status statement?

C. The date to which the statement relates

As of makes the time reference explicit rather than presenting status as timeless.

[Return to the exercise, page 69](#)

F2. Which interpretative shortcut should be avoided?

B. Reading one sentence without its context

Context and the applicable interpretative framework are needed beyond an isolated sentence.

[Return to the exercise, page 69](#)

F / Guided speaking

1. historical

Colleague: The table is historical.

Turn 1. The source describes an earlier status rather than a verified current position.

2. unverified

Adviser: Current status remains unverified.

Turn 2. The case supplies no check establishing the current relevant treaty status.

3. date

Colleague: We need the relevant source and date.

Turn 3. A traceable status statement must identify its source and time reference.

4. changed

Adviser: We cannot assume the status is either unchanged or changed.

Turn 4. Without verification, neither continuity nor a change can be asserted as established.

[Return to the conversation, page 70](#)

06 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "A signature does not answer every status question".
Marcus: "The provision is available in several languages, but the working English translation in our file is not labeled authoritative." Lina: [missing response] Marcus: "I also quoted one sentence without the preceding definition, which may have made the obligation sound broader." Which response belongs in the gap?

A. Then identify the authentic text arrangements before treating that translation as controlling wording.

A Correct. This is Lina's response in turn 14. It connects Marcus's preceding point with Marcus's follow-up. An authentic text has authoritative status under the treaty's arrangements and must be distinguished from a convenient working translation.

B Not here. This line belongs to turn 12, after Marcus says: "Where should I verify the status rather than rely on an undated summary copied into our internal notes?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 2, after Marcus says: "The table lists both states, so I drafted that the treaty's obligations unquestionably apply to R and S in the same way." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Marcus says: "We also need a date for the briefing, not just a statement that the instrument is in force somewhere." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 70](#)

07 / Answers and explanations

A / Read the situation

A1. What can Dana do technically?

A. Export the files

Dana's technical access does not supply the unresolved legal permissions.

[Return to the exercise, page 73](#)

A2. What instruction is already in place?

A. Preservation

The case identifies preservation as the established instruction, not disclosure or deletion.

[Return to the exercise, page 73](#)

A3. Which review remains unfinished?

A. Privilege, personal data, transfer requirements, and scope

The stated legal reviews remain incomplete and must not be presumed resolved.

[Return to the exercise, page 73](#)

D / Response choices

D1. Which statement accurately separates the stages?

C. Preservation remains active; disclosure review is incomplete

This statement preserves the existing instruction and the unfinished legal work.

[Return to the exercise, page 78](#)

D2. What should Dana not decide from technical access?

C. Whether every file may be disclosed abroad

Disclosure permission requires the relevant legal review, not merely system access.

[Return to the exercise, page 78](#)

07 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Boundaries of information gathered for review. Which term fits?

D. collection scope

A Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

B Not here. blocking statute: Law restricting specified information disclosure or cooperation in the relevant context. The usual combination is "assess a blocking statute".

C Not here. redaction: Removal or obscuring of specified information in a disclosed copy. The usual combination is "verify a redaction".

D Correct. collection scope: Boundaries of information gathered for review. The usual combination is "define the collection scope".

[Return to the exercise, page 78](#)

D4. Rebuild the exchange from "Access is not authority to export". Dana: "Which information will help you define the request without asking me to decide the legal relevance of every file?" Samir: [missing response] Dana: "I can identify the folders and access permissions. That does not mean every file in them responds to the request." Which response belongs in the gap?

C. Start with the actual custodian and system information, dates, and document categories requested. We will clarify the review criteria with counsel.

A Not here. This line belongs to turn 14, after Dana says: "Does the request from overseas counsel automatically provide the transfer permission, or is that another issue for the review?" It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 8, after Dana says: "I can identify the folders and access permissions. That does not mean every file in them responds to the request." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Samir's response in turn 6. It connects Dana's preceding point with Dana's follow-up. A custodian identifies a person or source associated with potentially relevant records, helping counsel define and review the requested information.

D Not here. This line belongs to turn 2, after Dana says: "The US team requested the affiliate's records, and I can export the folders this afternoon. Does that mean we are ready?" It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 78](#)

E / Conversation

1. document production

Turn 2. Document production is disclosure under the relevant legal process, and technical export capability does not establish permission to disclose all files.

07 / Answers and explanations / continued

2. preservation hold

Turn 4. A preservation hold retains relevant information under the actual process and remains distinct from a later decision about disclosure.

3. custodian

Turn 6. A custodian identifies a person or source associated with potentially relevant records, helping counsel define and review the requested information.

4. Responsiveness

Turn 8. Responsiveness concerns whether a document meets the actual request or production criteria and cannot be inferred from its folder location alone.

5. Legal privilege

Turn 10. Legal privilege depends on the applicable law and actual material, so a file label cannot replace the required jurisdiction-specific assessment.

6. personal data

Turn 12. Personal data in the records raises relevant information-handling questions that must be assessed alongside the actual production obligations.

7. transfer mechanism

Turn 14. A transfer mechanism must be assessed under the applicable rules and is not automatically supplied by a foreign request or technical ability to export.

8. redaction

Turn 16. A redaction removes or obscures specified information in a disclosed copy and should follow the actual reviewed production instructions while originals are preserved appropriately.

9. chain of custody

Turn 18. Chain of custody records handling history so the identity and integrity of evidence can be traced through the actual collection and review process.

10. production protocol

Turn 20. The production protocol specifies the actual agreed or directed production requirements and should not be replaced by a convenient unreviewed export format.

[Return to the conversation, page 80](#)

07 / Answers and explanations / continued

F / Accuracy and scope

F1. Which action would conflict with the stated instruction?

B. Deleting preserved records to reduce the review set

The preservation instruction remains active and must not be undermined by deletion.

[Return to the exercise, page 82](#)

F2. Which summary is most useful for counsel?

B. Files accessible; scope, privilege, and transfer questions unresolved

This summary identifies both the technical fact and the specific unresolved legal questions.

[Return to the exercise, page 82](#)

F / Guided speaking

1. ready

IT: The review copy is technically ready.

Turn 1. The technical preparation is complete, which is narrower than production authorization.

2. incomplete

Counsel: The legal review remains incomplete.

Turn 2. Privilege and transfer questions have not yet been resolved in the case.

3. authorized

IT: External production is not authorized.

Turn 3. No permission for external production is supplied by the brief.

4. place

Counsel: The preservation instruction stays in place.

Turn 4. The existing preservation process continues while the remaining review is completed.

[Return to the conversation, page 83](#)

07 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "Access is not authority to export". Dana: "Does the request from overseas counsel automatically provide the transfer permission, or is that another issue for the review?" Samir: [missing response] Dana: "If a reviewed copy needs information removed, I should keep the original preserved and follow the actual production instructions." Which response belongs in the gap?

A. It is another issue. The appropriate transfer mechanism and other relevant requirements cannot simply be inferred from the existence of the request.

A Correct. This is Samir's response in turn 14. It connects Dana's preceding point with Dana's follow-up. A transfer mechanism must be assessed under the applicable rules and is not automatically supplied by a foreign request or technical ability to export.

B Not here. This line belongs to turn 8, after Dana says: "I can identify the folders and access permissions. That does not mean every file in them responds to the request." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 6, after Dana says: "Which information will help you define the request without asking me to decide the legal relevance of every file?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 2, after Dana says: "The US team requested the affiliate's records, and I can export the folders this afternoon. Does that mean we are ready?" It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 83](#)

08 / Answers and explanations

A / Read the situation

A1. Which point has been discussed commercially?

B. A payment figure

The brief establishes discussion of a figure, not a completed settlement package.

[Return to the exercise, page 84](#)

A2. Which issue remains unresolved?

B. Release scope and execution

The case explicitly leaves release terms, authority, documents, and execution unresolved.

[Return to the exercise, page 84](#)

A3. What must be checked about the email labels?

B. Their actual jurisdictional and contextual effect

Their legal effect depends on the relevant law and context rather than the words alone.

[Return to the exercise, page 84](#)

D / Response choices

D1. Which status report best fits the facts?

C. A figure was discussed; release, authority, and execution remain open

This report preserves commercial progress and the explicitly unresolved legal terms.

[Return to the exercise, page 89](#)

D2. Which question clarifies release scope?

A. Which claims and parties would this wording cover?

A release needs its actual claims, parties, and other scope limits identified.

[Return to the exercise, page 89](#)

08 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Label associated with settlement communications whose protection depends on applicable rules and context. Which term fits?

D. without prejudice

A Not here. conditions precedent: Specified conditions required before an obligation or transaction proceeds under its terms. The usual combination is "identify conditions precedent".

B Not here. working assumption: Provisional premise used while information is incomplete. The usual combination is "challenge a working assumption".

C Not here. no-admission clause: Wording stating that settlement does not constitute a specified admission. The usual combination is "review a no-admission clause".

D Correct. without prejudice: Label associated with settlement communications whose protection depends on applicable rules and context. The usual combination is "assess without-prejudice protection".

[Return to the exercise, page 89](#)

D4. Rebuild the exchange from "A commercial proposal is not a signed settlement". Nadiya: "The parent approved the discussion, but I do not know who can bind the subsidiary involved in the claim." Felix: [missing response] Nadiya: "The proposed release says all claims, but nobody has clarified which parties or periods that phrase is intended to cover." Which response belongs in the gap?

A. Then verify settlement authority for the actual entity. Group-level support and power to bind the relevant company may be different.

A Correct. This is Felix's response in turn 6. It connects Nadiya's preceding point with Nadiya's follow-up. Settlement authority identifies who can approve or enter the agreement for the relevant legal person and is not established by a different entity's informal approval.

B Not here. This line belongs to turn 10, after Nadiya says: "One email says without prejudice. Can I assume that makes every statement protected in every country involved?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 4, after Nadiya says: "They called it an agreement in principle. I thought that phrase supplied a clear legal answer about the whole negotiation." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Nadiya says: "The proposed release says all claims, but nobody has clarified which parties or periods that phrase is intended to cover." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 89](#)

08 / Answers and explanations / continued

E / Conversation

1. settlement proposal

Turn 2. A settlement proposal states suggested terms and should not be treated as a completed binding resolution when key matters remain unresolved.

2. Agreement in principle

Turn 4. Agreement in principle describes a preliminary understanding in ordinary use, while its actual legal effect depends on the terms, conduct, and applicable law.

3. settlement authority

Turn 6. Settlement authority identifies who can approve or enter the agreement for the relevant legal person and is not established by a different entity's informal approval.

4. release

Turn 8. A release gives up specified claims or rights under its terms, so its parties, claims, and other scope limits require careful definition.

5. Without prejudice

Turn 10. Without prejudice is a legal-context label whose protection depends on the relevant rules and circumstances, not a universal guarantee created by typing the words.

6. Subject to contract

Turn 12. Subject to contract must be assessed in the actual legal context and cannot by itself answer every question about the parties' words and conduct.

7. no-admission clause

Turn 14. A no-admission clause addresses specified admissions in its actual wording and should be reviewed rather than assumed from the payment proposal alone.

8. payment condition

Turn 16. A payment condition defines the actual trigger or terms for payment and must remain distinct from a figure merely discussed in negotiations.

9. execution

Turn 18. Execution in this document context concerns formal signing or completion, which should not be confused with later performance of the settlement obligations.

08 / Answers and explanations / continued

10. settlement implementation

Turn 20. Settlement implementation concerns carrying out the actual obligations after their status and terms are established, not assuming performance from a negotiating proposal.

[Return to the conversation, page 91](#)

F / Accuracy and scope

F1. Which assumption about without prejudice should be avoided?

C. The label guarantees identical protection in every jurisdiction

A familiar label does not create universal protection regardless of applicable law or context.

[Return to the exercise, page 93](#)

F2. Which distinction matters after signing?

A. Execution of the document and performance of its obligations

Signing and carrying out the settlement obligations are distinct stages that should be reported separately.

[Return to the exercise, page 93](#)

F / Guided speaking

1. signed

Counsel: The document has been signed.

Turn 1. Signing is the completed step explicitly established by the brief.

2. future

Client: The payment date is still in the future.

Turn 2. The actual payment date has not yet arrived in this scenario.

3. received

Counsel: No payment has been received.

Turn 3. The case explicitly distinguishes signing from actual receipt of funds.

4. stages

Client: Signing and performance are separate stages.

Turn 4. Executing the document and carrying out its obligations are different status events.

[Return to the conversation, page 94](#)

08 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "A commercial proposal is not a signed settlement".

Nadiya: "We also want the proposal to avoid suggesting that payment is an admission of the allegations." **Felix:** [missing response] **Nadiya:** "Even if signatures are arranged, we still need to know when payment becomes due and what approvals come first." **Which response belongs in the gap?**

B. Then the intended no-admission clause needs careful drafting and review alongside the rest of the agreement, rather than being assumed from the figure.

A Not here. This line belongs to turn 6, after Nadiya says: "The parent approved the discussion, but I do not know who can bind the subsidiary involved in the claim." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Felix's response in turn 14. It connects Nadiya's preceding point with Nadiya's follow-up. A no-admission clause addresses specified admissions in its actual wording and should be reviewed rather than assumed from the payment proposal alone.

C Not here. This line belongs to turn 20, after Nadiya says: "My revised update will identify the commercial discussion and the open terms, without declaring the legal result settled." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 4, after Nadiya says: "They called it an agreement in principle. I thought that phrase supplied a clear legal answer about the whole negotiation." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 94](#)

Review 1 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: Company controlled by another company. Which term fits?

B. subsidiary

A Not here. source attribution: Identification of where information came from. The usual combination is "preserve source attribution".

B Correct. subsidiary: Company controlled by another company. The usual combination is "identify the contracting subsidiary".

C Not here. jurisdictional nexus: Connection linking a matter to a particular legal jurisdiction. The usual combination is "identify a jurisdictional nexus".

D Not here. engagement letter: Document defining the agreed professional engagement. The usual combination is "settle the engagement letter".

[Return to the exercise, page 26](#)

2. A colleague needs the term for this meaning: Clause purporting to designate a forum to the exclusion of alternatives. Which term fits?

B. exclusive jurisdiction clause

A Not here. clarification request: Question that resolves an unclear meaning or instruction. The usual combination is "make a targeted clarification request".

B Correct. exclusive jurisdiction clause: Clause purporting to designate a forum to the exclusion of alternatives. The usual combination is "assess an exclusive jurisdiction clause".

C Not here. governing law: Law identified as governing a legal relationship or question. The usual combination is "identify the governing law".

D Not here. choice of court: Selection of a court or courts for a dispute. The usual combination is "clarify choice of court".

[Return to the exercise, page 26](#)

Review 1 / Explanations / continued

3. Rebuild the exchange from "The parent is not the signatory". Theo: "The documents mention operations in two jurisdictions. Does that mean you will advise on every local issue directly?" Leila: [missing response] Theo: "We would value one person coordinating the advice so that separate answers do not contradict each other without explanation." Which response belongs in the gap?

D. Not necessarily. The scope of engagement should identify the questions we handle and where appropriately qualified local advice is needed.

A Not here. This line belongs to turn 6, after Theo says: "I assumed that using the group name would cover the parent and every affiliate without more detail." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 12, after Theo says: "We would value one person coordinating the advice so that separate answers do not contradict each other without explanation." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 4, after Theo says: "The contract names Orion Components Ltd, but I work with Orion Holdings and used the parent company's email." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Leila's response in turn 10. It connects Theo's preceding point with Theo's follow-up. Scope of engagement defines the work and jurisdictional questions accepted, rather than assuming unlimited advice across every country mentioned.

[Return to the exercise, page 26](#)

4. Rebuild the exchange from "The clause answers two different questions". Owen: "We should also carry any assumptions from local counsel into the summary instead of removing them to make the slide shorter." Mina: [missing response] Owen: "My corrected explanation is that A is named for substantive law, B for courts, and scope and effect remain under review." Which response belongs in the gap?

D. Exactly. A local-law qualification may be essential to the meaning of the advice, not optional wording around the main answer.

A Not here. This line belongs to turn 4, after Owen says: "The first provision says the agreement uses the substantive law of A. The next one names courts in B." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 12, after Owen says: "Then choosing a court is not quite the same as confirming that the court has authority over every possible dispute." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 2, after Owen says: "The contract names courts in B, so I assumed the law of B governs every question under the agreement." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Mina's response in turn 18. It connects Owen's preceding point with Owen's follow-up. A local-law qualification preserves the conditions or limits of the jurisdiction-specific advice and should not be deleted during summarization.

[Return to the exercise, page 26](#)

Review 2 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: Designated authority with functions under the relevant convention. Which term fits?

C. Central Authority

A Not here. source attribution: Identification of where information came from. The usual combination is "preserve source attribution".

B Not here. triggering event: Event that starts a legal period or obligation under the relevant rule. The usual combination is "establish the triggering event".

C Correct. Central Authority: Designated authority with functions under the relevant convention. The usual combination is "verify the designated Central Authority".

D Not here. authorized recipient: Person permitted to receive documents in the relevant legal capacity. The usual combination is "verify the authorized recipient".

[Return to the exercise, page 48](#)

2. A colleague needs the term for this meaning: Tribunal direction organizing aspects of the proceeding. Which term fits?

C. procedural order

A Not here. clarification request: Question that resolves an unclear meaning or instruction. The usual combination is "make a targeted clarification request".

B Not here. arbitration agreement: Agreement to resolve defined disputes through arbitration. The usual combination is "examine the arbitration agreement".

C Correct. procedural order: Tribunal direction organizing aspects of the proceeding. The usual combination is "review a procedural order".

D Not here. tribunal constitution: Process of establishing the arbitral tribunal. The usual combination is "track tribunal constitution".

[Return to the exercise, page 48](#)

Review 2 / Explanations / continued

3. Rebuild the exchange from "The clause answers two different questions". Owen: "Could a rule still matter even if the parties chose a different law in their agreement?" Mina: [missing response] Owen: "Then choosing a court is not quite the same as confirming that the court has authority over every possible dispute." Which response belongs in the gap?

A. A mandatory rule can require separate attention under the relevant framework. We need local analysis rather than a universal answer from this clause alone.

A Correct. This is Mina's response in turn 10. It connects Owen's preceding point with Owen's follow-up. A mandatory rule may apply despite party agreement under the relevant legal framework, so its effect requires jurisdiction-specific review.

B Not here. This line belongs to turn 6, after Owen says: "Does a court's location tell us nothing useful, or does it answer a different part of the legal question?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 4, after Owen says: "The first provision says the agreement uses the substantive law of A. The next one names courts in B." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Owen says: "I also called the courts exclusive in my summary, although I did not check whether the clause used that word." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 48](#)

4. Rebuild the exchange from "A remote hearing does not answer the seat question". Emil: "We should keep a separate list of proposed dates and dates that have actually been fixed." Farah: [missing response] Emil: "My revised slide will show seat A, proposed remote arrangements involving B, and language still to be confirmed." Which response belongs in the gap?

C. That will protect the procedural timetable from becoming a mixture of binding directions and unapproved planning preferences.

A Not here. This line belongs to turn 6, after Emil says: "If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Emil says: "I will flag that question. We also have not agreed which language will be used for submissions and the hearing." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Farah's response in turn 18. It connects Emil's preceding point with Emil's follow-up. The procedural timetable records actual procedural dates and should distinguish binding or fixed steps from proposed scheduling options.

D Not here. This line belongs to turn 14, after Emil says: "The technical team wants to know who is allowed in each remote room and how documents will be displayed." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 48](#)

Review 3 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: Party against whom the award grants relief. Which term fits?

D. award debtor

A Not here. stay of enforcement: Suspension of enforcement under the relevant authority. The usual combination is "assess a stay of enforcement".

B Not here. asset tracing: Investigation to identify relevant assets. The usual combination is "distinguish asset tracing from recovery".

C Not here. source attribution: Identification of where information came from. The usual combination is "preserve source attribution".

D Correct. award debtor: Party against whom the award grants relief. The usual combination is "identify the award debtor".

[Return to the exercise, page 71](#)

2. A colleague needs the term for this meaning: Statement seeking to exclude or modify the legal effect of specified treaty provisions for the reserving state. Which term fits?

C. reservation

A Not here. clarification request: Question that resolves an unclear meaning or instruction. The usual combination is "make a targeted clarification request".

B Not here. object and purpose: Treaty aims relevant to its interpretation under the applicable framework. The usual combination is "address object and purpose".

C Correct. reservation: Statement seeking to exclude or modify the legal effect of specified treaty provisions for the reserving state. The usual combination is "assess a reservation".

D Not here. treaty: International agreement governed by international law in the relevant legal context. The usual combination is "identify the treaty instrument".

[Return to the exercise, page 71](#)

Review 3 / Explanations / continued

3. Rebuild the exchange from "A remote hearing does not answer the seat question". Emil: "I will flag that question. We also have not agreed which language will be used for submissions and the hearing." Farah: [missing response] Emil: "Can our scheduling email itself decide those points, or does it need to be treated as a proposal?" Which response belongs in the gap?

C. Then the language of proceedings should remain an open item instead of being assumed from where participants connect.

A Not here. This line belongs to turn 6, after Emil says: "If the hearing is remote, we still need a clear arrangement rather than saying there is no location or procedure at all." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 18, after Emil says: "We should keep a separate list of proposed dates and dates that have actually been fixed." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Farah's response in turn 10. It connects Emil's preceding point with Emil's follow-up. The language of proceedings is an actual procedural matter requiring agreement or determination under the relevant framework, not an assumption based on participants' locations.

D Not here. This line belongs to turn 14, after Emil says: "The technical team wants to know who is allowed in each remote room and how documents will be displayed." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 71](#)

4. Rebuild the exchange from "A signature does not answer every status question". Marcus: "Could we state the treaty's purpose without using that purpose to erase limits that appear in the actual wording?" Lina: [missing response] Marcus: "My revised note will distinguish S's listed position from R's unresolved status and identify the date and source for each." Which response belongs in the gap?

C. Yes. Object and purpose belongs in the analysis, not as a slogan replacing the text or the status questions.

A Not here. This line belongs to turn 8, after Marcus says: "We also need a date for the briefing, not just a statement that the instrument is in force somewhere." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 16, after Marcus says: "I also quoted one sentence without the preceding definition, which may have made the obligation sound broader." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Lina's response in turn 18. It connects Marcus's preceding point with Marcus's follow-up. Object and purpose are relevant to treaty interpretation under the applicable framework but do not justify ignoring the actual text and context.

D Not here. This line belongs to turn 2, after Marcus says: "The table lists both states, so I drafted that the treaty's obligations unquestionably apply to R and S in the same way." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 71](#)

Review 4 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: Person or source responsible for potentially relevant records. Which term fits?

C. custodian

A Not here. privilege log: Record identifying withheld material as required by the relevant procedure. The usual combination is "prepare the required privilege log".

B Not here. source attribution: Identification of where information came from. The usual combination is "preserve source attribution".

C Correct. custodian: Person or source responsible for potentially relevant records. The usual combination is "identify a record custodian".

D Not here. data controller: Entity determining purposes and means of processing under the applicable data-protection framework. The usual combination is "identify the data controller".

[Return to the exercise, page 95](#)

2. A colleague needs the term for this meaning: Statement seeking to preserve specified rights. Which term fits?

C. reservation of rights

A Not here. execution: Formal signing or completion of a document in the relevant context. The usual combination is "confirm execution status".

B Not here. clarification request: Question that resolves an unclear meaning or instruction. The usual combination is "make a targeted clarification request".

C Correct. reservation of rights: Statement seeking to preserve specified rights. The usual combination is "preserve a reservation of rights".

D Not here. settlement proposal: Offer or suggested terms for resolving a dispute. The usual combination is "clarify a settlement proposal".

[Return to the exercise, page 95](#)

Review 4 / Explanations / continued

3. Rebuild the exchange from "A signature does not answer every status question". Marcus: "The file contains a declaration attached to one state's entry. Can I omit it because the main text is clearer?" Lina: [missing response] Marcus: "Where should I verify the status rather than rely on an undated summary copied into our internal notes?" Which response belongs in the gap?

D. No. We need to assess whether a reservation or another relevant statement affects the analysis, including its actual legal character and effect.

A Not here. This line belongs to turn 6, after Marcus says: "I should not replace that with the opposite claim that signatures never have any legal effect, should I?" It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 4, after Marcus says: "R is listed as having signed, while S is listed as a party for which the treaty is already in force." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 20, after Marcus says: "My revised note will distinguish S's listed position from R's unresolved status and identify the date and source for each." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Lina's response in turn 10. It connects Marcus's preceding point with Marcus's follow-up. A reservation seeks to exclude or modify specified legal effects and must be assessed rather than omitted from an applicability analysis.

[Return to the exercise, page 95](#)

4. Rebuild the exchange from "A commercial proposal is not a signed settlement". Nadiya: "I have been using executed to mean both signed and completely carried out, which could confuse the status report." Felix: [missing response] Nadiya: "My revised update will identify the commercial discussion and the open terms, without declaring the legal result settled." Which response belongs in the gap?

B. Clarify execution as the signing stage here, and report performance separately when the actual obligations are carried out.

A Not here. This line belongs to turn 2, after Nadiya says: "The business teams discussed a payment figure, and I would like to tell the board that the dispute is settled." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Felix's response in turn 18. It connects Nadiya's preceding point with Nadiya's follow-up. Execution in this document context concerns formal signing or completion, which should not be confused with later performance of the settlement obligations.

C Not here. This line belongs to turn 10, after Nadiya says: "One email says without prejudice. Can I assume that makes every statement protected in every country involved?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Nadiya says: "The proposed release says all claims, but nobody has clarified which parties or periods that phrase is intended to cover." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 95](#)

Additional case 1 / Explanations

Extended conversation

1. Consent-based jurisdiction

Turn 4. Consent-based jurisdiction requires the relevant basis of state consent to be identified; an allegation concerning international law does not itself supply that basis.

2. merits

Turn 8. The merits concern the substantive dispute, which is distinct from the preliminary question of the Court's authority to hear the case.

3. Jurisdictional scope

Turn 12. Jurisdictional scope identifies which disputes or issues the asserted consent basis covers and must not be broadened by a shortened summary.

4. reservation to consent

Turn 14. A reservation to consent can qualify the asserted jurisdictional basis and requires analysis of its actual wording and applicable effect.

5. jurisdictional basis

Turn 16. A jurisdictional basis is the legal foundation asserted for the Court's authority and must be distinguished from a determination accepting that foundation.

6. procedural posture

Turn 20. Procedural posture describes the actual stage and status of a matter, preventing a proposed legal position from being reported as an established court outcome.

[Return to the conversation, page 98](#)

Transfer exchange

1. argument

Adviser: The briefing identifies a possible argument.

Turn 1. The briefing presents a possible legal position rather than an established outcome.

Additional case 1 / Explanations / continued

2. supplied

Colleague: No court determination is supplied.

Turn 2. The case contains no judicial decision confirming the asserted jurisdictional basis.

3. status

Adviser: The summary overstated the status.

Turn 3. It changed an argument under review into a purported confirmed result.

4. determination

Colleague: I will restore the distinction between argument and determination.

Turn 4. A party's legal argument and a court's decision are different procedural facts.

[Return to the conversation., page 101](#)

Additional case 2 / Explanations

Extended conversation

1. Apostille

Turn 4. An Apostille authenticates specified origin-related features of a public document under the applicable Convention process, not the substantive truth of every statement.

2. Authentication

Turn 6. Authentication addresses specified origin-related features and must not be confused with an opinion on the underlying transaction's legal effect.

3. applicability check

Turn 8. An applicability check examines the actual document and country relationship rather than assuming every public document and destination uses the same process.

4. Competent Authority

Turn 10. The Competent Authority is the designated body with the relevant Apostille function, and its identity should be verified through official information.

5. receiving-body requirements

Turn 12. Receiving-body requirements concern the actual intended use and may raise questions distinct from authenticating the origin of the public document.

6. document linkage

Turn 16. Document linkage keeps the certificate associated with the relevant public document so the reviewer can identify what the authentication concerns.

[Return to the conversation, page 103](#)

Transfer exchange

1. authentication

Coordinator: The certificate concerns specified origin-related authentication.

Turn 1. The authentication function concerns the relevant signature, capacity, and seal or stamp.

Additional case 2 / Explanations / continued

2. true

Client: It does not guarantee the contents are true.

Turn 2. Authentication does not independently establish the substantive truth of every statement.

3. checks

Coordinator: The intended use needs its own relevant checks.

Turn 3. The receiving purpose may raise requirements separate from the authentication formality.

4. summary

Client: I will correct the overbroad summary.

Turn 4. The summary must describe the certificate's actual scope without adding a universal guarantee.

[Return to the conversation, page 106](#)

Additional case 3 / Explanations

Extended conversation

1. modal discrepancy

Turn 4. A modal discrepancy changes the force of wording such as permission and obligation, so it can be legally material rather than merely stylistic.

2. version status

Turn 6. Version status identifies whether a document is a draft, working translation, approved text, or signed version and must remain visible during reconciliation.

3. governing-language provision

Turn 8. A governing-language provision may address which language version prevails, but its actual wording and legal effect must be reviewed rather than assumed.

4. translation query

Turn 10. A translation query identifies a specific language issue for clarification without deciding the legal effect or amending the agreement on the translator's own authority.

5. tracked revision

Turn 14. A tracked revision makes a proposed wording change visible for review and does not itself prove that the parties authorized or accepted the change.

6. reconciliation record

Turn 18. A reconciliation record preserves the discrepancy, review, and authorized resolution rather than hiding a material difference through untracked editing.

[Return to the conversation, page 108](#)

Transfer exchange

1. may

Translator: The original uses may.

Turn 1. May expresses permission or discretion in the wording supplied for this comparison.

Additional case 3 / Explanations / continued

2. must

Counsel: The translation strengthened it to must.

Turn 2. Must introduces a mandatory force not authorized by the supplied instruction.

3. query

Translator: The discrepancy needs a translation query.

Turn 3. The issue should be raised for clarification rather than silently decided.

4. authorized

Counsel: No stronger obligation has been authorized.

Turn 4. The case supplies no approval to replace the original wording with a stronger duty.

[Return to the conversation., page 110](#)

Find a phrase by purpose

Defining the client and the cross-border mandate

Identify the party: Which legal entity signed this agreement?

Clarify the client: Is the proposed client the parent or the contracting subsidiary?

Check authority: Who is authorized to give instructions for that entity?

[Full phrase bank, page 8](#)

Separating governing law from the dispute forum

Separate the clauses: This provision selects law; that provision identifies a forum.

State the wording: The contract names A for substantive law and B for courts.

Avoid automatic inference: The court's location does not by itself settle every applicable-law question.

[Full phrase bank, page 19](#)

Coordinating service abroad and deadline questions

Report the event: The courier confirms delivery to the office.

Avoid the legal leap: That receipt alone does not establish valid service.

Check the route: Which transmission channel is applicable to these documents and countries?

[Full phrase bank, page 31](#)

Explaining an arbitral seat and hearing arrangements

Identify the legal choice: The clause names City A as the seat.

Separate logistics: The hearing arrangement is a different question from the legal seat.

Avoid silent change: We should not describe a seat change that nobody has agreed.

[Full phrase bank, page 41](#)

Find a phrase by purpose / continued

Explaining recognition, enforcement, and recovery

Acknowledge the result: The favorable award is an important result.

Separate recovery: We have not yet received payment or collected funds.

Name the next question: We need to assess the relevant enforcement forum and assets.

[Full phrase bank, page 54](#)

Reading treaty text without overstating applicability

State the source: The table lists a signature for R and party status for S.

Preserve the question: We have not yet verified the effect of R's signature under this instrument.

Check timing: What is the relevant entry-into-force date for this state and issue?

[Full phrase bank, page 64](#)

Coordinating cross-border document production

Separate capability: The export is technically possible; legal authorization is a separate question.

Preserve first principles: The preservation instruction remains in place while review proceeds.

Define the request: Which custodians, dates, and document categories are actually requested?

[Full phrase bank, page 77](#)

Negotiating settlement language across legal systems

Recognize progress: There is commercial progress on the figure, with other terms still open.

Separate authority: Who can approve the settlement for the actual entity?

Define release: Which claims, parties, and periods would the release cover?

[Full phrase bank, page 88](#)

Vocabulary index

accession

[Lesson 06, p. 62](#)

ad hoc arbitration

[Lesson 04, p. 39](#)

agreement in principle

[Lesson 08, p. 85](#)

applicability check

[Case 2, p. 102](#)

arbitral award

[Lesson 05, p. 51](#)

arbitral seat

[Lesson 04, p. 39](#)

arbitration agreement

[Lesson 04, p. 39](#)

asset location

[Lesson 05, p. 51](#)

authentic text

[Lesson 06, p. 62](#)

authority to instruct

[Lesson 01, p. 5](#)

award creditor

[Lesson 05, p. 51](#)

blocking statute

[Lesson 07, p. 75](#)

certificate of service

[Lesson 03, p. 29](#)

certified translation

[Lesson 03, p. 29](#)

challenge to an arbitrator

[Lesson 04, p. 40](#)

choice of court

[Lesson 02, p. 17](#)

clarification request

[Lesson 01, p. 6](#), [Lesson 02, p. 17](#), [Lesson 03, p. 30](#),
[Lesson 04, p. 40](#), [Lesson 05, p. 52](#), [Lesson 06, p. 63](#),
[Lesson 07, p. 75](#), [Lesson 08, p. 86](#)

collection scope

[Lesson 07, p. 74](#)

conditions precedent

[Lesson 08, p. 86](#)

conflict-of-laws analysis

[Lesson 02, p. 16](#)

action owner

[Lesson 01, p. 7](#), [Lesson 02, p. 18](#), [Lesson 03, p. 30](#),
[Lesson 04, p. 40](#), [Lesson 05, p. 53](#), [Lesson 06, p. 63](#),
[Lesson 07, p. 76](#), [Lesson 08, p. 87](#)

affiliate

[Lesson 01, p. 5](#)

Apostille

[Case 2, p. 102](#)

arbitrability

[Lesson 05, p. 51](#)

arbitral institution

[Lesson 04, p. 39](#)

arbitral tribunal

[Lesson 04, p. 39](#)

arbitrator appointment

[Lesson 04, p. 40](#)

asset tracing

[Lesson 05, p. 51](#)

Authentication

[Case 2, p. 102](#)

authorized recipient

[Lesson 03, p. 29](#)

award debtor

[Lesson 05, p. 51](#)

Central Authority

[Lesson 03, p. 29](#)

certified award copy

[Lesson 05, p. 52](#)

chain of custody

[Lesson 07, p. 75](#)

check-back

[Lesson 01, p. 7](#), [Lesson 02, p. 18](#), [Lesson 03, p. 30](#),
[Lesson 04, p. 40](#), [Lesson 05, p. 53](#), [Lesson 06, p. 63](#),
[Lesson 07, p. 76](#), [Lesson 08, p. 87](#)

choice-of-law clause

[Lesson 02, p. 16](#)

client identity

[Lesson 01, p. 5](#)

Competent Authority

[Case 2, p. 102](#)

confidentiality clause

[Lesson 08, p. 85](#)

conflicts check

[Lesson 01, p. 5](#)

Vocabulary index / continued

consent to be bound[Lesson 06, p. 62](#)**contextual interpretation**[Lesson 06, p. 63](#)**contracting party**[Lesson 01, p. 5](#)**coordinating counsel**[Lesson 01, p. 6](#)**counterpart**[Lesson 08, p. 86](#)**courier receipt**[Lesson 03, p. 29](#)**custodian**[Lesson 07, p. 74](#)**declaration or objection**[Lesson 03, p. 29](#)**depository**[Lesson 06, p. 62](#)**document linkage**[Case 2, p. 102](#)**enforceability opinion**[Lesson 02, p. 17](#)**enforcement forum**[Lesson 05, p. 52](#)**entire agreement clause**[Lesson 08, p. 86](#)**exclusive jurisdiction clause**[Lesson 02, p. 16](#)**execution against assets**[Lesson 05, p. 51](#)**forum-selection clause**[Lesson 02, p. 16](#)**governing-language provision**[Case 3, p. 107](#)**hearing protocol**[Lesson 04, p. 39](#)**institutional rules**[Lesson 04, p. 39](#)**interim measure**[Lesson 04, p. 40](#)**jurisdiction**[Lesson 02, p. 16](#)**jurisdictional nexus**[Lesson 01, p. 6](#)**Consent-based jurisdiction**[Case 1, p. 97](#)**contract interpretation**[Lesson 02, p. 17](#)**Convention Contracting Party**[Lesson 03, p. 29](#)**corporate capacity**[Lesson 01, p. 6](#)**country profile**[Lesson 03, p. 29](#)**cross-border transfer**[Lesson 07, p. 74](#)**data controller**[Lesson 07, p. 75](#)**defective service**[Lesson 03, p. 30](#)**dispute-resolution clause**[Lesson 02, p. 17](#)**document production**[Lesson 07, p. 74](#)**enforcement**[Lesson 05, p. 51](#)**engagement letter**[Lesson 01, p. 5](#)**entry into force**[Lesson 06, p. 62](#)**execution**[Lesson 08, p. 86](#)**forum non conveniens**[Lesson 02, p. 16](#)**governing law**[Lesson 02, p. 16](#)**grounds for refusal**[Lesson 05, p. 51](#)**hearing venue**[Lesson 04, p. 39](#)**instruction record**[Lesson 01, p. 6](#)**interpretative declaration**[Lesson 06, p. 62](#)**jurisdictional basis**[Case 1, p. 97](#)**jurisdictional objection**[Lesson 04, p. 40](#)

Vocabulary index / continued

Jurisdictional scope[Case 1, p. 97](#)**lawful basis**[Lesson 07, p. 75](#)**legal privilege**[Lesson 07, p. 74](#)**local procedural advice**[Lesson 03, p. 30](#)**mandatory rule**[Lesson 02, p. 16](#)**modal discrepancy**[Case 3, p. 107](#)**non-disparagement clause**[Lesson 08, p. 85](#)**object and purpose**[Lesson 06, p. 63](#)**parent company**[Lesson 01, p. 5](#)**personal data**[Lesson 07, p. 74](#)**private international law**[Lesson 01, p. 6](#)**procedural calendar**[Lesson 03, p. 30](#)**procedural order**[Lesson 04, p. 39](#)**procedural timetable**[Lesson 04, p. 40](#)**proof of transmission**[Lesson 03, p. 30](#)**public international law**[Lesson 01, p. 6](#)**ratification**[Lesson 06, p. 62](#)**recognition**[Lesson 05, p. 51](#)**recovery estimate**[Lesson 05, p. 52](#)**release**[Lesson 08, p. 85](#)**reservation**[Lesson 06, p. 62](#)**reservation to consent**[Case 1, p. 97](#)**language of proceedings**[Lesson 04, p. 39](#)**legal entity**[Lesson 01, p. 5](#)**local counsel**[Lesson 01, p. 5](#)**local-law qualification**[Lesson 02, p. 17](#)**merits**[Case 1, p. 97](#)**no-admission clause**[Lesson 08, p. 85](#)**non-exclusive jurisdiction clause**[Lesson 02, p. 16](#)**ordinary meaning**[Lesson 06, p. 62](#)**payment condition**[Lesson 08, p. 85](#)**preservation hold**[Lesson 07, p. 74](#)**privilege log**[Lesson 07, p. 74](#)**procedural law**[Lesson 02, p. 16](#)**procedural posture**[Case 1, p. 97](#)**production protocol**[Lesson 07, p. 75](#)**protective order**[Lesson 07, p. 75](#)**public policy exception**[Lesson 05, p. 51](#)**receiving-body requirements**[Case 2, p. 102](#)**reconciliation record**[Case 3, p. 107](#)**redaction**[Lesson 07, p. 74](#)**remote hearing**[Lesson 04, p. 39](#)**reservation of rights**[Lesson 08, p. 85](#)**response deadline**[Lesson 03, p. 30](#)

Vocabulary index / continued

responsiveness[Lesson 07, p. 74](#)**scope boundary**[Lesson 01, p. 6](#), [Lesson 02, p. 17](#), [Lesson 03, p. 30](#),
[Lesson 04, p. 40](#), [Lesson 05, p. 52](#), [Lesson 06, p. 63](#),
[Lesson 07, p. 75](#), [Lesson 08, p. 86](#)**service of process**[Lesson 03, p. 29](#)**set-aside proceeding**[Lesson 05, p. 52](#)**settlement implementation**[Lesson 08, p. 86](#)**severability**[Lesson 02, p. 17](#)**signature**[Lesson 06, p. 62](#)**sovereign immunity**[Lesson 05, p. 52](#)**stay of enforcement**[Lesson 05, p. 52](#)**subsequent practice**[Lesson 06, p. 63](#)**substantive law**[Lesson 02, p. 16](#)**term sheet**[Lesson 08, p. 86](#)**territorial application**[Lesson 06, p. 63](#)**transfer mechanism**[Lesson 07, p. 74](#)**translation requirement**[Lesson 03, p. 29](#)**travaux préparatoires**[Lesson 06, p. 63](#)**tribunal constitution**[Lesson 04, p. 40](#)**venue**[Lesson 02, p. 16](#)**voluntary compliance**[Lesson 05, p. 51](#)**without prejudice**[Lesson 08, p. 85](#)**review set**[Lesson 07, p. 74](#)**scope of engagement**[Lesson 01, p. 5](#)**service request**[Lesson 03, p. 29](#)**settlement authority**[Lesson 08, p. 85](#)**settlement proposal**[Lesson 08, p. 85](#)**signatory**[Lesson 01, p. 5](#)**source attribution**[Lesson 01, p. 6](#), [Lesson 02, p. 17](#), [Lesson 03, p. 30](#),
[Lesson 04, p. 40](#), [Lesson 05, p. 52](#), [Lesson 06, p. 63](#),
[Lesson 07, p. 75](#), [Lesson 08, p. 86](#)**state party**[Lesson 06, p. 62](#)**subject to contract**[Lesson 08, p. 85](#)**subsidiary**[Lesson 01, p. 5](#)**temporal scope**[Lesson 06, p. 63](#)**terms of reference**[Lesson 04, p. 39](#)**tracked revision**[Case 3, p. 107](#)**translation query**[Case 3, p. 107](#)**transmission channel**[Lesson 03, p. 29](#)**treaty**[Lesson 06, p. 62](#)**triggering event**[Lesson 03, p. 30](#)**version status**[Case 3, p. 107](#)**waiver**[Lesson 08, p. 85](#)**working assumption**[Lesson 01, p. 6](#), [Lesson 02, p. 17](#), [Lesson 03, p. 30](#),
[Lesson 04, p. 40](#), [Lesson 05, p. 52](#), [Lesson 06, p. 63](#),
[Lesson 07, p. 75](#), [Lesson 08, p. 86](#)

References and publication notes

All cases, organizations, figures, and conversations are fictional teaching material, not transcripts. Communication practice does not replace qualified advice or current workplace procedures.

[1] HCCH. Service Section.

Background on the Service Convention, channels of transmission, status information, and country-specific practical requirements. Source checked 11 October 2026.

<https://www.hcch.net/en/instruments/conventions/specialised-sections/service>

[2] ICC. 2021 Arbitration Rules.

Terminology for arbitration agreements, place, procedure, and language. Actual matters require the applicable version of the rules and law. Source checked 11 October 2026.

<https://iccwbo.org/dispute-resolution/dispute-resolution-services/arbitration/rules-procedure/2021-arbitration-rules/>

[3] UNCITRAL. New York Convention.

Background for distinguishing an arbitral award from court recognition and enforcement under the relevant framework. Source checked 11 October 2026.

https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards

[4] United Nations. Vienna Convention on the Law of Treaties.

Primary terminology for treaty participation, entry into force, reservations, and interpretation. Fictional provisions are not quotations from the Convention. Source checked 11 October 2026.

https://legal.un.org/ilc/texts/instruments/english/conventions/1_1_1969.pdf

Companion course

The website offers the eight-lesson course and related practice. This book can be used independently. No audio access or external account is needed for its exercises.

<https://englishladder.com/efsp-international-law.html>

Identify the jurisdiction. Preserve the distinction.

Eight matters distinguish the client and mandate, governing law and forum, service and receipt, arbitral seat and hearing venue, awards and enforcement, treaty text and applicability, access and lawful production, and proposals and binding settlements.

Defining the client and the cross-border mandate

The parent's email does not establish that the parent signed the contract or is the client. Cross-border facts also do not automatically make the dispute one between states.

Separating governing law from the dispute forum

Selecting a court and selecting substantive law address different questions. The fictional wording can be described without concluding that either clause is effective or universally enforceable.

Coordinating service abroad and deadline questions

Delivery, transmission, and valid service are different claims. The receipt cannot establish a universal deadline or show that treaty and local requirements were met.

Explaining an arbitral seat and hearing arrangements

The legal seat and hearing arrangements are distinct. Remote participation from City B does not, on these facts, establish an agreed change to the stated seat in City A.

Phil Stilwell

© 2026 Phil Stilwell. All rights reserved.

No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means without prior written permission from the author, except as permitted by law.

English Ladder / English for Work / Revised 2026 edition

This publication includes AI-generated text and cover illustration, revised and checked during production. Brand artwork remains the English Ladder mark. This edition makes no claim of independent professional certification.

Typeface: Bitstream Vera, embedded under its accompanying license. Illustration created with OpenAI's native image generator for this edition. The copyright notice is not a claim to ownership of third-party frameworks or references.