

**TEACHING THE CISG IN CONTRACTS:
THE CHALLENGE OF ADDING THE INTERNATIONAL TO FIRST YEAR CONTRACTS**

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I. *Should* the CISG be taught in First Year Contracts? A Preliminary Inquiry

A. Introduction:

1. My co-panelists have given a great deal of thought, and compiled good reasons for including the CISG in the first year Contracts. Still many Professors do not include it.

2. Although I will concentrate on practical obstacles to incorporating this material, part of the reason many teachers omit it may be because they do not consider it a necessary part of a first year student's education.

3. This belief that merits some discussion because teachers must believe it is a necessary component of the course if they are to try to overcome the practical obstacles.

4. Rather than rehash the many good arguments my co-panelists have marshaled in favor of its inclusion, I will briefly discuss the following questions and comments.

B. The CISG in Practice

1. Do most practitioners encounter the CISG?

2. Utilization in international transactions and arbitrations.

3. Large versus small firm practice and whether most students will work in the kind of firm where they must be knowledgeable about the CISG.

4. Likelihood of some institutional memory or repository of information at firms where it might be important, including the extent to which the CISG is confined to rather specialized practices.

5. Probability of students encountering the CISG early in their careers.

6. Students who intend to specialize in private international law are likely to take upper class courses, such as international arbitration, international business transactions or sales, where the CISG is more likely to be studied in some depth.

C. Other Opportunities To Be Exposed To The CISG

1. Is it necessary to include the CISG in first year Contracts if it is taught in upper level courses such as Sales or International Business Transactions.

2. If it is taught in upper level courses, how should that impact upon its inclusion in a first year course, for example might it be enough to simply make first year students aware of the CISG?

3. If students practice at a firm where the CISG might be relevant, will they be exposed to it on the job.

D. Pedagogical Pros and Cons Of Teaching The CISG

1. Comparing the CISG to common law and UCC rules can provide valuable insights into national rules and thereby assist students in understanding these rules.

2. Adding another layer of complexity to an already complex course.

3. Is it too much complexity as students try to absorb the common law, and the new and old UCC?

E. Awareness Of Alternative Systems

1. The CISG is part of the law of the land.

2. Teaching the CISG makes students aware of alternative systems, such as the international system.

3. It is especially important to make students aware of an international system that will become increasingly significant as globalization progresses.

4. To what extent do we need to include the CISG in order to achieve this goal.

II. Practical Impediments to Including the CISG in First Year Contracts

A. Difficulties In Adding Supplementary Materials To Any Course

1. Tendency to avoid extensive changes, or to include supplementary materials, in a course once you feel comfortable teaching it.
2. Perception of insufficient credit hours to include additional materials.
3. Problem of deciding what to omit in order to add something new

B. Particular Problems In Adding The CISG To First Year Contracts

1. Most first year contracts Professors do not specialize in CISG or international law and will be hesitant to add unfamiliar materials.
2. Most first year Contracts Professors are probably unfamiliar with the CISG
3. Propensity to stick with the textbook, when teaching outside of your area of expertise, and most Contracts Professors do not specialize in Contracts or private International Law

III. Resolving The Practical Difficulties

A. Textbooks

1. The CISG will only become a general part of the Contracts curriculum if it is an integral part of most textbooks
2. It must be included in a good number of textbooks, because few teachers will be willing to change textbooks just to include the CISG.
3. To ease the transition and any inertia in preparing a new course, it might best be included in new editions of textbooks.
4. It must be incorporated in a manner that will make it difficult for teachers to skip it.

B. The Critical Role of Teachers Manuals

1. The teacher's manual must fully and completely explain the relevant cases and the CISG, including how it intersects with the common law and/or the UCC.

2. In the absence of complete explanations, those unfamiliar with the CISG might be tempted to skip it.

IV. Conclusions