

Beyond the CISG: Utilizing UNIDROIT Principles to Synchronize International Contract Law Beyond Sales of Goods

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ABSTRACT

Modern advancements have made it easier than ever for individuals and businesses to enter into cross-border transactions. Contract law in the United States employs legal instruments such as the UCC to aid contracting parties, and international law consists of tools such as the CISG supporting cross-border contracts for the sale of goods. Such tools are important because international transactions for goods occur frequently. This Comment will examine the complexities that arise in the face of international contracts, discuss tools for uniform law that are currently utilized by various governing bodies, and propose further implementation of uniform international contract law. In discussing these complexities, this Comment will focus on three objectives of uniform law: (1) improving certainty and predictability, (2) increasing accessibility to legal counsel, and (3) promoting freedom of contract. Given international contract law’s current disposition, the effectiveness of the CISG has seemingly opened a door for international contract law to be synchronized beyond sales of goods. With this possibility in mind, this Comment seeks to answer the questions of whether uniform international contract law should be expanded beyond the CISG, and what mechanisms there are to accomplish this expansion.

I. INTRODUCTION

Cross-border transactions are not a recent development, but advancements in technology have strongly modified how they are conducted. With the world better connected than ever, individuals and businesses are empowered to enter into such transactions with just a few clicks or even a simple command to an AI-powered virtual assistant.¹ As a result, international commercial contracts have become increasingly relevant.

Contract law is a highly complex area, but various legal instruments exist to aid contracting parties. The currently implemented and binding

1. See *Digital Assistants are Changing the Way We Buy and Sell*, PATTERN, <https://pattern.com/blog/digital-assistants-are-changing-the-way-we-buy-and-sell> [<https://perma.cc/4UHJ-QRUF>] (last visited Sept. 6, 2025) (discussing digital assistants such as Google Assistant and Amazon Alexa and their increased use in e-commerce).

instruments primarily address contracts for the sale of goods.² However, outside the scope of these tools, commercial contracts for cross-border transactions such as mergers and acquisitions and joint ventures have the potential to similarly benefit from uniform laws. These types of transactions are particularly significant because they occur frequently on an international scale, as will later be discussed.³

This Comment will examine the complexities that arise in international contracts, discuss tools for uniform law that are currently utilized by various governing bodies, and propose further implementation of uniform international contract law. In discussing these complexities, this Comment will focus on three objectives of uniform law: (1) improving certainty and predictability, (2) increasing accessibility to legal counsel, and (3) promoting freedom of contract.

A. *The CISG*

The purpose of the United Nations Convention on Contracts for the International Sale of Goods (CISG) treaty is “to provide a modern, uniform and fair regime for contracts for the international sale of goods.”⁴ The CISG was adopted by the United Nations (U.N.) in 1980 and entered into force in 1988.⁵ The CISG “provides modern, uniform legislation for the international sale of goods that would apply whenever contracts for the sale of goods are concluded between parties with a place of business in Contracting States.”⁶ Its application significantly adds to the certainty and predictability of international sales contracts for contracting parties.⁷ The CISG also “provides a neutral body of rules that can be easily accepted in

2. See U.C.C. § 2-102 (AM. L. INST. & UNIF. L. COMM'N 1977) (“Unless the context otherwise requires, this Article applies to transactions in goods; it does not apply to any transaction which although in the form of an unconditional contract to sell or present sale is intended only to operate only as a security transaction nor does this Article impair or repeal any statute regulating sales to consumers, farmers or other specified classes of buyers.”).

3. See *infra* Section II.

4. *U.N. Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG)*, UNITED NATIONS COMM'N ON INT'L TRADE LAW [UNCITRAL], https://uncitral.un.org/en/texts/salegoods/conventions/sale_of_goods/cisg [<https://perma.cc/XA2E-6NTN>] (last visited Mar. 9, 2025).

5. *Id.*

6. *Id.*

7. *Id.*

light of its transnational nature and of the wide availability of interpretative materials.”⁸

As of November 2023, the CISG has been adopted by ninety-seven contracting states, including the United States.⁹ Under the Supremacy Clause of the United States Constitution, the CISG preempts state common law and the Uniform Commercial Code (UCC), where applicable.¹⁰

B. UNIDROIT & the UPICC

The International Institute for the Unification of Private Law (UNIDROIT) is an independent, intergovernmental organization.¹¹ The purpose of UNIDROIT is to study the needs and methods of states for modernizing, harmonizing, and coordinating commercial law between states and to create uniform law instruments, principles, and rules to do so.¹² UNIDROIT membership is limited to states acceding to the UNIDROIT Statute.¹³ Presently, UNIDROIT is comprised of sixty-five Member States.¹⁴

The origins of UNIDROIT trace back to 1926.¹⁵ In contrast with the CISG, the UNIDROIT Principles of International Commercial Contracts (UPICC) provide non-binding restatements of general international contract law.¹⁶ Further distinguishing the UPICC from the CISG, the UPICC are not limited to contracts for the sale of goods but broadly apply to international commercial contracts.¹⁷

8. *Id.*

9. *CISG: Table of Contracting States*, INST. OF INT’L COM. L. (Dec. 9, 2024), <https://iicl.law.pace.edu/cisg/page/cisg-table-contracting-states#:~:text=As%20of%20November%202023%2C%20UNCITRAL,States%20have%20adopted%20the%20CISG> [https://perma.cc/F6RM-59KB].

10. Pasco Gasbarro & Adam Gwantley, *Why CISG May Apply to Your Contract; and Why You May Want it Not To*, HINCKLEY ALLEN (Aug. 30, 2016), <https://www.hinckleyallen.com/publications/why-cisg-may-apply-to-your-contract-and-why-you-may-want-it-not-to/> [https://perma.cc/8D6Z-SJ2F].

11. *Overview*, INT’L INST. FOR THE UNIFICATION OF PRIV. L. [UNIDROIT], <https://www.unidroit.org/about-unidroit/overview/> [https://perma.cc/7LPD-M5FT] (last visited Mar. 9, 2025).

12. *Id.*

13. *Membership*, INT’L INST. FOR THE UNIFICATION OF PRIV. L. [UNIDROIT], <https://www.unidroit.org/about-unidroit/members-states-2/> [https://perma.cc/2APK-75BQ] (last visited Aug. 13, 2025).

14. *Id.*

15. UNIDROIT, *supra* note 11 (“Set up in 1926 as an auxiliary organ of the League of Nations, the Institute was, following the demise of the League, reestablished in 1940 on the basis of a multilateral agreement, the UNIDROIT Statute.”).

16. *Contracts*, INT’L INST. FOR THE UNIFICATION OF PRIV. L. [UNIDROIT], <https://www.unidroit.org/contracts/#1456405893720-a55ec26a-b30> [https://perma.cc/7BCN-L9GN] (Mar. 9, 2025).

17. *Id.*

The United Nations Commission on International Trade Law (UNCITRAL) has also identified differences between the UPICC and CISG.¹⁸ First, the UPICC does not have the status of a treaty.¹⁹ Second, as previously pointed out, the UPICC's scope is "not limited to contracts for the sale of goods," but rather applies to all commercial contracts.²⁰ Third, the UPICC "contain[s] a vast array of rules pertaining to the general law of contract and obligations, issues not covered by the CISG."²¹

Legal scholars have frequently compared the CISG and the UPICC.²² Both sources are widely recognized as leading authorities for synchronizing international contract law.²³ Legal scholars have also discussed using the UPICC as a tool for filling gaps in provisions of the CISG.²⁴ This suggestion will be discussed in more detail later in this Comment.²⁵

Given international contract law's current disposition, the effectiveness of the CISG has seemingly opened a door for international contract law to be synchronized beyond contracts for the sale of goods. With this possibility in mind, this Comment seeks to answer the questions of whether uniform international contract law *should* be expanded beyond the CISG, and what the mechanisms are for this to be done.

II. COMMENTARY ON THE UPICC BY UNCITRAL

As the UN's "core legal body" in the field of international trade law, UNCITRAL is a key authority for determining whether there is potential for a treaty analogous to the CISG that could extend to as broad of a range of commercial contracts as the UPICC does.²⁶

18. *UNCITRAL, HCCH, and UNIDROIT Legal Guide to Uniform Instruments in the Area of International Commercial Contracts, with a Focus on Sales*, UNCITRAL 74 (U.N. Doc. E.21.V.3, Feb. 2021), <https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/tripartiteguide.pdf> [<https://perma.cc/9RRT-EL4C>].

19. *Id.*

20. *Id.*

21. *Id.*

22. See Michael J. Dennis, *Modernizing and Harmonizing International Contract Law: The CISG and the UNIDROIT Principles Continue to Provide the Best Way Forward*, 19 *UNIFORM L. REV.* 114 (2014).

23. *Id.*

24. See John Y. Gotanda, *Using the UNIDROIT Principles to Fill Gaps in the CISG* (Vill. Univ. Sch. of L., Working Paper No. 88, 2007), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=1019277# [<https://perma.cc/3P3B-EYJP>].

25. See *infra* Section V.

26. See *id.*

UNCITRAL cites three features of the UPICC which serve the purpose of availing “a set of rules that is better suited to cross-border transactions than national contract laws.”²⁷ First, the UPICC provides a neutral law applicable to international contracts.²⁸ Second, it stipulates rules better suited to the special requirements of international trade.²⁹ Lastly, the UPICC is multilingual, which gives parties the ability to access the principles in their language of choice.³⁰ Currently, the UPICC is available in UNIDROIT’s official languages: English, French, German, Italian, and Spanish.³¹

The UPICC can be applied to contractual relationships in various ways.³² For example, rather than designating New York law—which is frequently selected for choice-of-law clauses—parties may designate the UPICC to govern their contract.³³ Additionally, “even if the parties choose to have their contract governed by a law other than the UPICC or do not designate any governing law at all, they may still incorporate the UPICC as terms of the contract, as they may do with any other set of rules.”³⁴

The UPICC’s principles were developed by international working groups comprised of distinguished contract lawyers.³⁵ In drafting the UPICC, the working groups drew inspiration from various “national contract laws and international contract law instruments.”³⁶ The CISG was among the international conventions that influenced the UPICC’s development.³⁷

The comparative exercise used to develop the UPICC-produced articles is referred to as an “international restatement of general principles of contract law.”³⁸ In this process, the drafters identified a solution to problems common across domestic and international contract law, and restated the rule in the restatement’s articles.³⁹ When the working group could not identify a shared solution, it either chose an existing approach or designed a new rule that it believed to be the best solution, accounting for international trade’s special requirements.⁴⁰

27. See UNCITRAL, *supra* note 18, at 72.

28. *Id.*

29. *Id.*

30. *Id.*

31. *Id.* at 73.

32. *Id.* at 75.

33. UNCITRAL, *supra* note 18, at 75 (“[T]he parties themselves may designate the UPICC as the law governing their contract.”).

34. *Id.*

35. *Id.* at 72.

36. *Id.*

37. *Id.*

38. *Id.*

39. UNCITRAL, *supra* note 18, at 73.

40. *Id.*

III. CURRENT STATE OF CONTRACT LAW IN THE U.S.

A. *Contract Law and the Constitution*

Authorities governing contract law in the United States can be traced as far back as the Constitution. Article I, Section 10, Clause 1, also referred to as the Contract Clause, provides:

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payments of Debt; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.⁴¹

The Contract Clause underlies the concept of “freedom of contract,” which is “the ability of parties to bargain and create the terms of their agreement as they desire without outside interference from the government.”⁴²

The United States Supreme Court has discussed freedom of contract, such as in *Lochner v. New York*, 198 U.S. 45 (1905), where the Court held that the right to freedom of contract is protected under the Fourteenth Amendment of the Constitution.⁴³ This infamous case addressed a labor law that made it unlawful for a bakery employee to work more than sixty hours in one week.⁴⁴ The Court found that the labor law was unconstitutional because it unreasonably restricted the bakery employee’s freedom to contract.⁴⁵

Freedom of contract is a fundamental concept, and is essential to consider when assessing contract provisions that could potentially encroach on it or limit it beyond legal functions. The implications of uniform international contract law on freedom of contract will be explored in greater detail later in this Comment.⁴⁶

41. U.S. CONST. art. I, § 10, cl. 1.

42. *Freedom of Contract*, LEGAL INFORMATION INST., CORN. L. SCH. (2023), https://www.law.cornell.edu/wex/freedom_of_contract [<https://perma.cc/EQ8T-5DWC>] (defining “freedom of contract”) [hereinafter *Freedom of Contract*].

43. *Lochner v. New York*, 198 U.S. 45 (1905).

44. *Id.*

45. *Id.*

46. *See infra* Section VI.

B. The UCC

The United States is no stranger to uniform contract law. While the United States Constitution leaves contract law up to the states,⁴⁷ the UCC serves as the “uniformly adopted” state contract law in the United States.⁴⁸ The UCC “is a comprehensive set of laws governing all commercial contracts in the United States” that supports businesses in “enter[ing] into contracts with confidence that the terms will be enforced in the same way by the courts of every American jurisdiction.”⁴⁹

The UCC exists as the result of cooperation between the Uniform Law Commission (ULC) and the American Law Institute (ALI). The ULC formed in 1892 “in part to create uniform commercial laws,”⁵⁰ and drafting of the UCC began in 1940. In 1942 “the American Law Institute joined in a partnership that put all the component commercial laws” into the UCC, which was subsequently offered to the states in 1951.⁵¹

With the exception of Louisiana, every state has adopted the UCC.⁵² In 1953, Pennsylvania became the first state to adopt the UCC, with every other state following suit over the next twenty years.⁵³ Distinct from the CISG, the UCC contains provisions beyond those contained in Article 2, which governs sales of goods.⁵⁴ For example, Article 4 governs bank deposits and collections, and Article 8 governs investment securities.⁵⁵

When an international sales contract is governed by the CISG, the treaty, as a self-executing multilateral convention, preempts the UCC under the Supremacy Clause of the United States Constitution.⁵⁶ Furthermore, the CISG applies to international sales contracts “when the private international law rules point to the laws of a contracting country.”⁵⁷

47. See U.S. CONST. amend. X; *id.* art. I, § 8.

48. *Uniform Commercial Code*, UNIF. L. COMM’N [ULC], <https://www.uniformlaws.org/acts/ucc> [<https://perma.cc/Q6CQ-MT5Z>].

49. *Id.*

50. *Id.*

51. *Id.*

52. *What is Uniform Commercial Code?*, LA. SEC’Y OF STATE, <https://www.sos.la.gov/businessservices/uniformcommercialcode/whatisuniformcommercialcode/Pages/default.aspx#:~:text=All%20states%20have%20adopted%20and,more%20information%20regarding%20UCC%20laws> [<https://perma.cc/2M6H-E49S>] (last visited Aug. 15, 2025) (“All states have adopted and adapted the entire UCC, with the exception of Louisiana, which only adopted parts of it.”).

53. ULC, *supra* note 48.

54. U.C.C., arts. 1–9 (Unif. L. Comm’n 1977).

55. ULC, *supra* note 48.

56. Gizem Alper, ATTORNEY’S GUIDE: COMPARISON CHART UCC AND CISG, INST. OF INT’L COM. L., PACE UNIV. 1 (2021).

57. *Id.*

C. U.S. Case Law and Mentions of UNIDROIT

Although UNIDROIT principles are not binding sources of authority, there have still been attempts to use the principles to bolster legal arguments in American courts. In *Cooper v. Chapman*, the United States District Court of Hawaii explained that the plaintiff had misplaced reliance on a “UNIDROIT Treaty.”⁵⁸

In *Singh v. Carnival Corp.*, the Southern District of Florida also discussed UNIDROIT.⁵⁹ There, a party attempted to invoke the UPICC, arguing that the unconscionability defense “can be applied neutrally on an international scale’ in order to be permitted to raise the defense under Article II.”⁶⁰ However, the court responded by explaining that the UPICC does not in fact “set forth an objectively determinable definition of ‘unconscionability,’” and even if it did, “that [such] construction of ‘unconscionability’ has not been accepted by more than half of the Convention and below signatories.”⁶¹ Here, the court referenced the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (CREFAA), which governs arbitration or arbitral awards arising out of a legal commercial relationship, including transactions, contracts, or agreements.⁶²

In the *Singh* case, the Court effectively rejected the use of the UPICC as a gap-filling tool, reasoning that not all members of the CREFAA were also members of UNIDROIT and therefore had not adopted the UPICC’s construction of “unconscionability.”⁶³ This analysis provides a framework for the use of the UPICC as a gap-filling tool for terms in the CISG, which this Comment will later discuss.⁶⁴ Other courts would likely adopt this reasoning, especially since not all CISG Contracting States are also members of UNIDROIT.

58. *Cooper v. Chapman*, No. 23-00106 JAO-KJM, 2023 U.S. Dist. LEXIS 64830 (D. Haw. Apr. 13, 2023).

59. *Singh v. Carnival Corp.*, No. 13-20414-CIV, 2013 U.S. Dist. LEXIS 190622 (S.D. Fla. Mar. 25, 2013).

60. *Id.* at 10.

61. *Id.* at 11–12.

62. *Id.* at 2 (citing the Federal Arbitration Act (FAA), 9 U.S.C. §§ 201–208 (2006)).

63. *Id.* at 11.

64. *See infra* Section V.

IV. CROSS-BORDER TRANSACTIONS

International sales of goods are a key focus in cross-border transactions, as evidenced by the significant attention this area receives from the United Nations and other international organizations. However, there are many types of commercial contracts that arise in cross-border transactions beyond those for the sales of goods, which are similarly prominent and high stakes, and similarly warrant the implementation of uniform law to better guide contracting parties.⁶⁵ Common examples of cross-border transactions that require significant legal attention include mergers and acquisitions, along with joint ventures.⁶⁶

One indication of the growing view that legal complexity constrains cross-border transactions is a 2016 survey of 249 respondents.⁶⁷ Each respondent served in a legal capacity within law firms and corporate organizations situated in key economic hubs around the world.⁶⁸ Additionally, the survey results indicated that deals and drafting have become increasingly standardized internationally.⁶⁹

The finding that seventy-two percent of respondents perceived a growing trend of standardized drafting language in cross-border transactions is consistent with legal efforts to establish standardized international contract law through instruments such as the CISG and UPICC.⁷⁰ Furthermore, thirty-one percent of respondents indicated that unfamiliarity with local laws and regulations would discourage their firm or company from engaging in cross-border transactions.⁷¹ In light of these findings, it may be inferred that a trend towards standardized law would be viewed positively by many in the legal field.

A. Mergers and Acquisitions

Mergers and Acquisitions (M&A) are transactions that aim to consolidate the businesses of two or more companies through legal mechanisms such as mergers, asset acquisition, tender offers, and hostile takeovers.⁷² In the

65. Sophie Cameron, *Legal Aspects of Cross Border Transactions: Trends, Challenges and Opportunities*, THOMPSON REUTERS (2016), https://legalsolutions.thomsonreuters.co.uk/blog/wp-content/uploads/sites/14/2016/10/Trends-in-cross-border_Report.pdf [<https://perma.cc/WUJ4-GQM4>].

66. *Id.*

67. *Id.*

68. *Id.*

69. *Id.*

70. *Id.*

71. Cameron, *supra* note 65.

72. *Mergers & Acquisitions*, LEGAL INFO. INST., CORN. L. SCH. (July 2023), https://www.law.cornell.edu/wex/mergers_acquisitions [<https://perma.cc/KR8Q-K8GD>].

context of corporate law, a merger is the absorption of one corporation into another.⁷³

One example of a famous international M&A deal is British telecommunications company Vodafone's acquisition of the German company Mannesmann.⁷⁴ This cross-border transaction, which took place in 2000, was marked as the largest merger in history, with its value exceeding \$190 billion.⁷⁵ "The landmark transaction reflected the explosive growth in the European [M&A] sector, which [was growing] nearly three times faster than the global M&A market."⁷⁶ Generally speaking, M&A is an area with many intricacies.⁷⁷ Some of the risks associated with M&A are issues in due diligence procedures, integrational failures, security concerns, unforeseen costs, litigation risks, market disruptions, and unpredictable events.⁷⁸ When structuring, formatting, negotiating, or advising on an M&A deal, lawyers must pay close attention to industry-specific regulations, antitrust considerations, and securities laws.⁷⁹ Also, when assessing these types of transactions on an international, cross-border scale, these issues remain just as prevalent, if not more so.

Due diligence is a critical process in the life of an M&A deal, occurring before a deal closes to provide buyers with assurance.⁸⁰ Furthermore, it is "a process of verification, investigation, or audit of a potential deal or investment opportunity to confirm all relevant facts and financial information and to verify anything else that was brought up during an M&A deal or investment process."⁸¹

73. *Merger*, LEGAL INFO. INST., CORN. L. SCH. (July 2023), <https://www.law.cornell.edu/wex/merger> [<https://perma.cc/A3Y3-SW5C>].

74. *Vodafone Acquires Mannesmann in the Largest Acquisition in History*, GOLDMAN SACHS, <https://www.goldmansachs.com/our-firm/history/moments/2000-vodafone-mannesmann-merger> [<https://perma.cc/Q3LY-MAFZ>] (last visited Mar. 9, 2025).

75. *Id.*

76. *Id.*; see Jose M. Campa, *The European M&A Industry: Trends, Patterns and Shortcomings* (IESE Bus. Sch. Univ. of Navarra, Working Paper No. 762, 2008) (providing a comprehensive overview of European M&A activity in 2001-2007).

77. See Sabrinthia Donnelly, *10 Potential Risks of Mergers and Acquisitions*, FINANCIAL ALLIANCE (May 17, 2024), <https://www.financealliance.io/risks-of-mergers-and-acquisitions/> [<https://perma.cc/4UNY-666V>].

78. *Id.*

79. *The Complexities of Mergers and Acquisitions*, THE YALE LEDGER, <https://campuspress.yale.edu/ledger/the-complexities-of-mergers-and-acquisitions-a-legal-guide/> [<https://perma.cc/4U43-JWB4>] (last visited Mar. 9, 2025).

80. *Due Diligence*, CFI TEAM, <https://corporatefinanceinstitute.com/resources/valuation/du-diligence-overview/> [<https://perma.cc/6QYJ-FNQD>] (last visited Mar. 9, 2025).

81. *Id.*

In a cross-border transaction, regulatory considerations also grow more complex because of additional laws and barriers that may exist between the prospective contracting parties. One example of such barrier in the M&A realm is Section 7 of the Clayton Act. This provision prohibits these transactions when their effect may substantially decrease competition or potentially create a monopoly.⁸² The United States Department of Justice (DOJ) and the Federal Trade Commission (FTC) have set out specific guidelines to address these concerns in the United States.⁸³

B. Joint Ventures

A joint venture (JV) “is a combination of two or more parties that seek the development of a single enterprise or project for profit, sharing the risks associated with its development.”⁸⁴ JVs are complex corporate transactions and become even more complex when they involve multiple jurisdictions.⁸⁵ One example of a famous company that resulted from a JV is the subscription streaming service Hulu.⁸⁶ This JV involved several media companies, including NBC Universal, News Corporation, The Walt Disney Company, and Providence Equity Partners.⁸⁷ These companies pooled together their extensive media libraries and resources to create a highly competitive streaming service, effectively addressing an increasing demand for online video content.⁸⁸

International JVs (IJVs) frequently serve as an efficient way to enter a new market more quickly than one otherwise could.⁸⁹ There are multiple

82. *Mergers*, FED. TRADE COMM’N, (quoting Clayton Act § 7, 15 U.S.C. § 18 ¶ 1), <https://www.ftc.gov/advice-guidance/competition-guidance/guide-antitrust-laws/mergers> [<https://perma.cc/BRY6-9G4U>] (last visited Mar. 9, 2025).

83. *Id.*

84. *Joint Venture*, LEGAL INFORMATION INST., CORN. L. SCH. (July 2021), https://www.law.cornell.edu/wex/joint_venture [<https://perma.cc/58YV-HCJ9>] (providing a legal definition for joint venture).

85. *See generally*, Susan E. Jackson & Randall S. Schuler, *Cultural Diversity in Cross-Border Alliances*, in *Cross-Cultural Management: Foundations and Future* 124 (Kwok Leung ed., 1st ed. 2003) [<https://perma.cc/E537-RMTL>].

86. Rita Suazo, *Joint-Ventures Explained: Definition, Types and Real-World Examples*, BUNDL, <https://www.bundl.com/articles/joint-ventures-explained-definition-types-and-real-world-examples#:~:text=Hulu%20was%20created%20as%20a,position%20in%20the%20streaming%20market.&text=The%20venture%20enabled%20the%20partner,creating%20new%20opportunities%20for%20growth> [<https://perma.cc/Z7ZL-T3CR>] (last visited Mar. 9, 2025).

87. *Id.*

88. *Id.*

89. Milton R. Stewart & Ryan D. Maughn, *International Joint Ventures, A Practical Approach*, DAVIS WRIGHT TREMAINE LLP (2011), https://www.dwt.com/-/media/files/publications/2012/05/international-joint-ventures-a-practical-approach/files/international-joint-ventures-article_stewart/fileattachment/international-joint-ventures-article_stewart.

reasons for this phenomenon, one being government-imposed local ownership requirements.⁹⁰ A controversial example of a government-imposed local ownership requirement is the recently enacted United States' law requiring the divestiture of TikTok to an American owner.⁹¹ The law, which was upheld by the Supreme Court, requires that ByteDance Ltd., the Chinese parent company of the TikTok app, "relinquish all direct and indirect control over TikTok's United States operations, ensuring its operational independence and preventing any future ties with ByteDance or other entities designated as foreign adversaries."⁹² While this law was specifically directed at TikTok, broader laws similarly implicate a need for domestic ownership.

V. UNIDROIT PRINCIPLES AS A GAP-FILLING TOOL

The CISG is a valuable tool for transactional attorneys dealing with international sales of goods, but it is neither perfect, nor comprehensive of all relevant issues. A key issue with the CISG is that it contains gaps, due to the inability of Contracting States to agree on more precise provisions.⁹³

Some legal scholars have explored the possibility of using UNIDROIT principles, specifically the UPICC, to address these gaps.⁹⁴ For example, John Y. Gotanda⁹⁵ has suggested that while the UPICC "should not be

pdf?rev=956f116c9f2d4a2294a478356b9f1913&hash=4BAFED03ECD5F46862EA4BB A0FD2417 [https://perma.cc/L5JV-MX7Q].

90. Clint A. Corrie, *International Joint Ventures* 1, 3 (Dennis Campbell eds., 2nd Ed. 2018), https://lewisbrisbois.com/assets/uploads/form_uploads/19_United_States_IJV071.pdf [https://perma.cc/UXX8-GR4C] ("A joint venture also may be required for a non-foreign party entering a foreign market to satisfy foreign country rules requiring local participation and/or ownership since some countries prohibit foreign ownership in certain industries").

91. Antonia I. Tzinova et al., *U.S. Supreme Court Upholds TikTok Sale-or-Ban Law*, HOLLAND & KNIGHT (Jan. 17, 2025), <https://www.hklaw.com/en/insights/publications/2025/01/us-supreme-court-upholds-tiktok-sale-or-ban-law> [https://perma.cc/LYZ3-QMLX].

92. *Id.*

93. See UNCITRAL, *supra* note 18, at 73.

94. Johanna Hoekstra, *Political Barriers in the Ramification of International Commercial Law Conventions*, 26 UNIF. L. REV. 43, 44 (2021), <https://academic.oup.com/ulr/article/26/1/43/6299992> [https://perma.cc/23Y3-LJL5].

95. John Y. Gotanda is the President of Hawaii Pacific University and a Professor of International Law. See *John Y. Gotanda J.D.*, HAW. PAC. UNIV., <https://www.hpu.edu/faculty/john-y-gotanda.html> [https://perma.cc/J4S5-GVH5] (last visited Mar. 10, 2025) ("President Gotanda is recognized as one of the world's leading authorities on damages in international law, and has been cited by courts tribunals and commentators, including by the U.S. Supreme Court. He has spoken widely on the subjects of damages, international

used as the primary source of authority to fill gaps in the CISG, [it] can play a role in finding solutions to questions unresolved by the text.”⁹⁶

In support of using the UPICC to supplement the CISG, Alejandro M. Garro⁹⁷ has argued that gap-filling should occur when it is “consistent with the intention of the parties and trade usages.”⁹⁸ In explaining this, Garro emphasizes that CISG Article 7(2) must be borne in mind when examining “[t]he potential use of the UNIDROIT Principles as a means of interpreting and supplementing the CISG.”⁹⁹ Article 7(2) states that “questions falling within the scope of the CISG, but not expressly settled by its text” are generally to be settled in conformity with CISG’s principles¹⁰⁰

A. Current Gaps in the CISG

One area of the CISG that appears to contain gaps is Article 74.¹⁰¹ CISG Article 74 states:

Damages for breach of contract by one party consist of a sum equal to the loss, including loss of profit, suffered by the other party as a consequence of the breach. Such damages may not exceed the loss which the party in breach foresaw or ought to have foreseen at the time of the conclusion of the contract, in the light of the facts and matters of which he knew or ought to have known, as a possible consequence of the breach of contract.¹⁰²

While Article 74 accounts for damages for actual loss suffered, as well as loss of profit, there are no guidelines provided for the actual calculation of such damages.¹⁰³ Rather than provide specific guidelines, Article 74 “allows a tribunal to determine the aggrieved party’s loss based on the circumstances of the particular case, with the goal of placing the aggrieved

arbitration, and international sales law, including at the Hague Academy of International Law.”).

96. Gotanda, *supra* note 24, at 25–26.

97. See Alejandro M. Garro, COLUM. L. SCH., <https://www.law.columbia.edu/faculty/alejandro-m-garro> [<https://perma.cc/C58R-DRCK>] (last visited Mar. 10, 2025) (“Garro was also a member of the working group preparing the [UPICC]. More recently, he has been a member of the UNIDROIT working group on a Factoring Model Law which was adopted in 2023. He is also an advisor to the Argentine delegation before UNCITRAL.”).

98. Alejandro M. Garro, *The Gap-Filling Role of the UNIDROIT Principles in International Sales Law: Some Comments on the Interplay Between the Principles and the CISG*, 69 TUL. L. REV. 1149, 1152 (1995).

99. *Id.* at 1155.

100. *Id.* at 1155–56.

101. Gotanda, *supra* note 24, at 7.

102. U.N. Convention on Contracts for International Sale of Goods art. 74, Apr. 11, 1980, S. Treaty Doc. No. 98-9, 1489 U.N.T.S. 3 [hereinafter CISG].

103. Gotanda, *supra* note 24, at 7 (“CISG Article 74 thus provides for the recovery of both actual loss suffered and net gain prevented. (citation omitted). However, it does not provide specific guidelines for calculating damages. (citation omitted).”).

party in the same economic position it would have enjoyed if the breach had not occurred.”¹⁰⁴

When evaluating whether the UPICC should be used as a gap-filling tool, it is important to consider the shared objectives of the CISG and the UPICC. In the case of a breach of contract, “[b]oth the [UPICC] and the CISG share the same policy of preserving the enforceability of the contract if at all feasible.”¹⁰⁵ Their alignment suggests that the CISG would likely have adopted a similar approach if not for the existing gaps, thereby bolstering the argument that the UPICC should be used to fill such gaps. Furthermore, the need for uniformity is particularly critical in contract issues, like in the calculation of damages, which is often addressed by courts, following lengthy litigation.¹⁰⁶

VI. POLICIES FAVORING UNIFORM INTERNATIONAL CONTRACT LAW

Given the immense effort required to establish binding, uniform international contract law beyond the CISG, it is essential to consider the policies that would make such an endeavor worthwhile. This section will discuss three policies that favor uniform international contract law: (1) improving certainty and predictability for contracting parties, (2) increasing accessibility to legal counsel through reduced transaction costs, (3) and freedom of contract. These policies particularly pertain to the cross-border transactions discussed above.

A. Improving Certainty and Predictability for Contracting Parties

One notable feature of uniform contract law is its ability to promote certainty and predictability for contracting parties.¹⁰⁷ Certainty and predictability are two important considerations for parties entering a contract, especially when weighing the risk of breach. “Certainty” in contract law refers to

104. *Id.* at 7–8.

105. Garro, *supra* note 98, at 1185.

106. *Uniform Law: A Comprehensive Guide to Its Definition and Impact*, USLEGAL, <https://legal-resources.uslegalforms.com/u/uniform-law#:~:text=Uniform%20law%20is%20used%20in,businesses%20operating%20in%20multiple%20states> [https://perma.cc/E9LV-3QWD] (last visited Aug. 29, 2025).

107. *See generally*, Andrew S. Mello, *UCC Article 2: Because Even Your Toaster Deserves a Fair Contract*, DARROW EVERETT LLP (Oct. 17, 2024), [https://darroverett.com/ucc-article-2-rules-sale-goods-terms-warranties-remedies/#:~:text=Its%20main%20purposes%20are:%20\(1,commercial%20trade%20as%20a%20profession](https://darroverett.com/ucc-article-2-rules-sale-goods-terms-warranties-remedies/#:~:text=Its%20main%20purposes%20are:%20(1,commercial%20trade%20as%20a%20profession) [https://perma.cc/C7B2-8XUJ].

“the clarity and precision of terms and conditions within a contractual agreement.”¹⁰⁸ Whereas “predictability” refers to the ability to foresee or anticipate the outcomes of legal rules and decisions based on established laws and precedents.¹⁰⁹

Certainty and predictability provide many legal benefits. For example, legal predictability has the effect of fostering respect for the law.¹¹⁰ As a result, certainty and predictability provide parties with the confidence to enter into cross-border transactions.

1. Mitigating Conflict of Laws Issues

Conflict of laws issues exist where there is a difference between the laws of two or more jurisdictions that have a connection to a case, such that the outcome depends on which jurisdiction’s law will be used to resolve each disputed issue.¹¹¹ Domestically speaking, a conflict of laws can exist in the United States where there is a difference between federal and state law, or a difference between the laws of two different states.¹¹²

When examining cross-border transactions, a conflict of laws may arise where a dispute exists, and courts must address conflicting legal rules of different countries.¹¹³ Uniform international contract law can be a strong mechanism for mitigating these issues. Uniform law can provide courts with a clearer understanding of what legal rules to apply when a contractual dispute occurs.¹¹⁴ Additionally, parties benefit from having their disputes resolved utilizing a neutral set of laws, better ensuring they expend receiving just outcomes.¹¹⁵ Overall, certainty and predictability are highly valuable features

108. *Certainty in Contract Law – Navigating the Essentials*, LAW BITE (Oct. 24, 2023), <https://www.lawbite.co.uk/resources/blog/certainty-in-contract-law> [https://perma.cc/WF7T-R7UK].

109. See Stefanie A. Lindquist and Frank C. Cross, *Stability, Predictability and the Rule of Law: Stare Decisis as Reciprocity Norm*, UNIV. OF TEX. SCH. OF L. (2010), <https://law.utexas.edu/conferences/measuring/The%20Papers/Rule%20of%20Law%20Conference.crosslindquist.pdf> [https://perma.cc/U2PC-ZQKU].

110. See *id.* at 1–4.

111. *Conflict of Laws*, LEGAL INFO. INST., CORN. L. SCH. (Aug. 2021), https://www.law.cornell.edu/wex/conflict_of_laws [https://perma.cc/WQX9-QQCX].

112. *Id.*

113. See *id.*

114. Sarah Lee, *Unifying International Contract Law*, NUMBER ANALYTICS (June 22, 2025), <https://www.numberanalytics.com/blog/unification-of-laws-in-international-contract-law#:~:text=Definition%20and%20Importance%20of%20Unification,through%20a%20common%20legal%20framework> [https://perma.cc/4H3L-4X5F].

115. *International Commercial*, GLOB. LAW EXPERTS, <https://globallawexperts.com/guide/international-commercial/#:~:text=The%20UNCITRAL%20Model%20Law%20provides,a%20neutral%20and%20streamlined%20process> [https://perma.cc/WT6R-HHCG] (last visited Aug. 24, 2025).

of uniform contract law, because they serve the interests of contracting parties, attorneys, and the courts.¹¹⁶

B. Increasing Accessibility to Legal Counsel

When entering a cross-border transaction, it is important to consider whether one has legal counsel who can provide sufficiently sophisticated advice regarding the law governing the potential transaction. Uniform international contract law can assist in this area by diverting the attention of lawyers away from boilerplate issues, allowing them to use their skills and expertise to better serve client needs.

As discussed earlier, governments vary on their approaches to the regulation of cross-border activity, with some imposing stricter requirements than others. For example, the DOJ and FTC have imposed guidelines to enforce federal antitrust laws.¹¹⁷ These types of regulations impose strict requirements and are imperative for attorneys working on cross-border transactions to be aware of. It is also important that contracting parties be cognizant of these regulations when pursuing a corporate endeavor in a country that imposes them.

1. Reducing Transaction Costs

One way that uniform international contract law can increase accessibility to legal counsel is by reducing the costs associated with retaining counsel to assist with cross-border transactions. Looking broadly at M&A legal fees, transactional attorneys can expend a high quantity of billable hours for tasks such as negotiating the letter of intent (LOI) (the initial formal agreement between the contracting parties), performing legal due diligence, and drafting and negotiating deal documents.¹¹⁸

A binding set of uniform laws can help transactional attorneys become more efficient because it may reduce the number of billable hours spent on boilerplate issues. Furthermore, a uniform set of contract laws allows contracting parties to depend on their own local counsel, without concern that they are not receiving sufficiently competent advice.

116. Lee, *supra* note 114.

117. See FED. TRADE COMM'N, *supra* note 82.

118. Kara Wen, *M&A Legal Fees: 3 Areas That Rack Up Costs and How to Keep Fees Low*, SIMPLELEGAL (Sept. 30, 2021), <https://www.simplelegal.com/blog/ma-legal-fees#:~:text=Legal%20fees%20are%20among%20the,of%20issues%20down%20the%20road> [https://perma.cc/9BPW-UNNE].

C. Promoting Freedom of Contract

The phrase “freedom of contract” refers to “the ability of parties to bargain and create the terms of their agreement as they desire without outside interference from the government.”¹¹⁹ Freedom of contract is the first issue raised in Article 1.1 of the UPICC, which states that “parties are free to enter into a contract and to determine its content.”¹²⁰ In Comment 1 to this Article, UNIDROIT takes the stance that “[t]he principle of freedom of contract is of paramount importance in the context of international trade.”¹²¹ Comment 1 further explains,

The right of business people to decide freely to whom they will offer their goods and services and by whom they wish to be supplied, as well as the possibility for them freely to agree on the terms of individual transactions, are the cornerstones of an open, market-oriented and competitive international economic order.¹²²

Some may raise the counterargument that uniform law is counterintuitive to freedom of contract because governments have the power to enforce compliance with such laws. However, uniform law can promote freedom of contract because it increases the likelihood that parties entering into a contractual relationship will not end up in a position requiring governmental intervention. For example, with respect to the UCC and its impact on freedom of contract, it has been said that in the business context, “the freedom meant is not simply to *make* promises or take them, but to make them legally effective.”¹²³ Additionally, there are specific provisions of the UCC that are noted to “measurably increase business freedom to make effective promises,” such as consideration, essential terms, statute of frauds, and agreements for security.¹²⁴ Analogous to the UCC and its positive effect on freedom of contract, uniform international law has the potential to promote this fundamental right on a larger scale.

VII. CRITICISMS OF THE CISG & UNIFORM LAW

To advance the adoption of a broader treaty similar to the CISG, it is crucial to address the criticisms and concerns surrounding the existing

119. *Freedom of Contract*, *supra* note 42.

120. INT’L INST. FOR THE UNIFICATION OF PRIV. L. [UNIDROIT], *UNIDROIT Principles of International Commercial Contracts* [UPICC], art. 1.1 (2010), <https://www.unidroit.org/instruments/commercial-contracts/unidroit-principles-2010/chapter-1/> [<https://perma.cc/7XRU-J3HT>] (last visited Nov. 4, 2025).

121. *Id.*

122. *Id.*

123. Charles Bunn, *Freedom of the Contract Under the Uniform Commercial Code*, 2 B.C. INDUS. & COM. L. REV. 59, 67 (1960).

124. *Id.* at 67–68.

convention. Stefan Kroll¹²⁵ takes issue with the CISG, finding that “broad statements based on national concepts of legal instruments may often not be precise, since certain issues under a national concept may be governed by the CISG while others are not.”¹²⁶ Here, “national concepts” refers to “issues excluded from the CISG’s scope of application,” which rather than being governed by the CISG, “would in general be governed by the non-harmonized provisions of the national law that is applicable by virtue of the conflict of laws rules.”¹²⁷

Kroll particularly takes issue with CISG Article 4, which states that the Convention “governs only the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from such a contract.”¹²⁸ The article “is not concerned with: (a) the validity of the contract or of any of its provisions or of any usage; and (b) the effect which the contract may have on the property in the goods sold.”¹²⁹

In *Geneva Pharmaceuticals Tech. v. Barr Lab*, the United States District Court for the Southern District of New York held that the CISG’s exception for validity “refers to any issue by which the domestic law would render the contract void, voidable, or enforceable.”¹³⁰ In discussing this case, the criticism was raised that “even an autonomous interpretation of the notions used in Article 4 may not suffice to guaranty a uniform application of the CISG” and that “[i]f the issue of qualification of certain legal concepts is left to the national law it will, in the end, be the national law which determines the scope of application of the CISG.”¹³¹ Plainly, this holding supports the argument that Article 4 undermines the purpose of a uniform body of law, as it allows national courts to determine the scope of the CISG’s application at their discretion.¹³²

125. *Stefan Kroll*, VIS MOOT, <https://www.vismoot.org/stefan-kroll/> [<https://perma.cc/5WDG-449L>] (Mar. 11, 2025) (“Stefan Kroll is Professor at Bucerius Law School, Hamburg and Director of its Center for International Dispute Resolution Stefan has published widely in the field of international and national arbitration, dispute resolution and contract law”).

126. Stefan Kroll, *Selected Problems Concerning the CISG’s Scope of Application*, 25 J. L. & COM. 39, 56–57 (2005).

127. *Id.* at 39.

128. *Id.*; CISG art. 4.

129. CISG art. 4.

130. Kroll, *supra* note 126, at 40 (quoting *Geneva Pharmaceutical Technology Corp. v. Barr Laboratories, Inc.*, 201 F. Supp. 2d 236 (S.D.N.Y. 2002)).

131. *Id.*

132. *Id.*

Another criticism of the CISG takes issue with its applicability in the United States and argues that “[United States] court cases provide particularly glaring examples of how the [United States] legal system manages to ignore or even circumvent CISG.”¹³³ Here, Monica Kilian reaches the conclusion that “a genuine *lex mercatoria* is best housed in the realm of non-legally binding harmonizing agreements, such as [UNIDROIT], and not in the comparatively intractable arena of statute law.”¹³⁴ *Lex Mercatoria*, or the Law Merchant, refers to the customary rules and procedures merchant communities in medieval Europe developed to support trade without governmental assistance.¹³⁵ In modern times, this term is used when referring to law governing international commerce.

While concerns regarding a lack of particularity and disregard for the currently existing Convention are valid, they do not outweigh the benefits that uniform contract law offers. The benefits discussed provide an incentive to create a highly particularized convention that countries would be incentivized to join and enforce.

VIII. PROPOSAL FOR REFORM: U.N. ADOPTION OF A CONVENTION BASED ON THE UPICC

It has previously been suggested that the UPICC be utilized as a mechanism for gap-filling “questions falling within the scope of the CISG,”¹³⁶ but this would still leave international contracts outside the scope of sales of goods without uniformity. The CISG has proven itself to be an effective mechanism,¹³⁷ making it a practical basis for proposing a similar convention, reaching international contracts outside the current scope.

UNIDROIT is presently comprised of sixty-five Member States, and all but fourteen of these states are also amongst the ninety-seven CISG Contracting States.¹³⁸ This overlap supports the inference that the fifty-one states that are both members of UNIDROIT and CISG Contracting States would favor an expansion of uniform international contract law.

133. Monica Kilian, *CISG and the Problem with Common Law Jurisdictions*, 10 FLA. ST. U. J. TRANSNAT'L L. & POL'Y 217, 219 (2000).

134. *Id.*

135. Bruce L. Benson, *Lex Mercatoria*, in ENCYCLOPEDIA OF LAW AND ECONOMICS 1298, 1298 (Alain Marciano & Giovanni Battista Ramello eds., 2019).

136. Garro, *supra* note 98, at 1155.

137. See Ingeborg Schwenzer & Pascal Hachem, *The CISG—Successes and Pitfalls*, 57 AM. J. COMPAR. L. 457, 457–58 (2009).

138. The nations that are part of UNIDROIT but are not CISG Contracting States are Bolivia, the Holy See, India, Indonesia, Iran, Ireland, Malta, Nicaragua, Nigeria, South Africa, Tunisia, the United Kingdom, and Venezuela. *Membership*, INT'L INST. FOR THE UNIFICATION OF PRIV. L. [UNIDROIT] (2021), <https://www.unidroit.org/about-unidroit/members-states-2/#1644235680820-104852a2-5beb> [https://perma.cc/X7EP-HERD].

In contrast to this inference, some may argue that the UNIDROIT Member States that have not adopted the CISG have abstained intentionally and thus would be opposed to another CISG analogous treaty. However, this is a rebuttable presumption. One explanation for why a UNIDROIT Member State has not adopted the CISG is that adoption of the CISG has simply not been a priority for nations, such as the United Kingdom.¹³⁹ If the CISG were broader, it is possible that ratification would be viewed as a higher legislative priority than it currently is.¹⁴⁰

A convention on international contract law, based on the UPICC, would present the best mechanism for increasing legal uniformity beyond that which the CISG provides. UNIDROIT's working groups are well qualified for the task of drafting this convention, as they already have a demonstrated familiarity with the CISG and other international contract law instruments.¹⁴¹ Furthermore, the adoption process would likely be expedited if states received a convention based on principles they have already assented to. Thus, the U.N. should turn to UNIDROIT and the UPICC to synchronize international contract law beyond sales of goods.

IX. RECENT TREATMENT OF INTERNATIONAL AGREEMENTS BY THE U.S.

The United States is currently both a Contracting State to the CISG and a Member State of UNIDROIT.¹⁴² Despite these memberships, it is unclear whether the United States is currently willing to make additional strides towards global, legal uniformity. Some reasons for concern are the United States' recent withdrawals from the Paris Agreement under the

139. Sally Moss, *Why the United Kingdom Has Not Ratified the CISG*, 25 J. L. & COM. 483, 483 (2005).

140. *See id.*

141. UNCITRAL, *supra* note 18, at 72–73.

142. Albert H. Kritzer, *CISG: List of Contracting States*, INT'L INST. OF COM. L. (Dec. 5, 2024), <https://iicl.law.pace.edu/cisg/page/cisg-list-contracting-states> [<https://perma.cc/6G7J-78S5>]; *Membership*, INT'L INST. FOR THE UNIFICATION OF PRIV. L. [UNIDROIT] (2021), <https://www.unidroit.org/about-unidroit/members-states-2/#1651675112618-4a56ca22-2f42> [<https://perma.cc/XBW3-XCDB>].

United Nations Framework Convention on Climate Change (the Paris Agreement)¹⁴³ and the World Health Organization (WHO).¹⁴⁴

The Paris Agreement is a legally binding international treaty on climate change that was adopted by 195 Parties in 2015, and entered into force in 2016, with the goal of limiting global warming.¹⁴⁵ The Executive Order declaring the United States' recent withdrawal from the Paris Agreement stated, "[i]n recent years, the United States has purported to join international agreements that do not reflect our country's values or our contributions to the pursuit of economic and environmental objectives."¹⁴⁶ Furthermore, the Executive Order posited that "these agreements steer American taxpayer dollars to countries that do not require, or merit, financial assistance in the interests of the American people."¹⁴⁷

The Executive Order ordering withdrawal from the WHO similarly paused the United States Government's contribution of funds and support to the international organization.¹⁴⁸ Taken together, these withdrawals indicate it is highly unlikely that the United States would commit itself to a new international agreement at this time.

The United States' potential unwillingness is notable to the current discussion because it is a key player in many areas, and especially in cross-border transactions.¹⁴⁹ However, given that neither of these agreements pertain to commercial matters, the United States might still participate in an international agreement synchronizing international contract law beyond the sale of goods, if it views such agreement as furthering American commercial interests.

143. *Putting America First in International Environmental Agreements*, THE WHITE HOUSE (Jan. 20, 2025), <https://www.whitehouse.gov/presidential-actions/2025/01/putting-america-first-in-international-environmental-agreements/> [https://perma.cc/B52W-KQMN].

144. *Withdrawing the United States from the World Health Organization*, THE WHITE HOUSE (Jan. 20, 2025), <https://www.whitehouse.gov/presidential-actions/2025/01/withdrawing-the-united-states-from-the-worldhealth-organization/> [https://perma.cc/ZDZ6-NCSR].

145. *The Paris Agreement*, UNITED NATIONS CLIMATE CHANGE, <https://unfccc.int/process-and-meetings/the-paris-agreement> [https://perma.cc/2SKK-4V4U] (last visited Aug. 16, 2025).

146. THE WHITE HOUSE, *supra* note 143.

147. *Id.*

148. THE WHITE HOUSE, *supra* note 144.

149. *Leading Countries in the World with the Highest Transaction Value on Processed International Money Transfers and Remittances as of 2022, Either Incoming or Outgoing*, STATISTA (May 2023), <https://www.statista.com/statistics/1387687/value-of-money-transfers-and-remittances-by-country/> [https://perma.cc/8QKT-92WY].

X. CONCLUSION

Uniform international contract law should be expanded to govern contracts beyond those for the sale of goods because uniform law has the tendency to improve certainty and predictability for contracting parties, increase accessibility to legal counsel and reduce the costs of entering cross-border transactions, and promote freedom of contract. Existing bodies of uniform contract law, such as the UCC and the CISG, have demonstrated these benefits, which can be expanded and replicated on a larger, international scale.

One way to support the fundamental policies of uniform contract law is by utilizing the UPICC as a tool to fill in gaps that exist in the CISG. However, this does not solve the issue of the CISG's impact being confined to contracts for sales of goods. Thus, a broader convention that applies to a wider range of commercial contracts should be adopted, as it could effectuate the positive attributes of uniform contract law to a wider audience of both contracting parties and transactional attorneys.

