

## Business Agreements - Instructor Guide



# Business Agreements - Instructor Guide

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# Contents

Introduction	1
Acknowledgements	2
Adopting or Adapting the Book	iii
Accessibility Statement	iv
How to use the Instructor Guide	v
<u>Course Information</u>	
Course Description and Learning Outcomes	9
Readings and Resources	12
Examples of Student Work	13
<u>Course Assignments</u>	
Participation	19
Contract Structure Forms	21
Unanimous Shareholder Agreement	22
Franchise Agreement	24
Select your Contract for Study in your Final Paper and Provide Annotated References	25
Settlements & Mutual Release	26
Confidentiality Agreement	28
Letter of Intent	29
Non-competition	30
Annotated References	31
Mid-semester Feedback	33
Franchise Agreement Changes	34
General Security Agreement GSA Changes	35
Guarantee and Postponement of Claim	36
Asset Purchase Agreement	37
Final Paper	38
Instructor Only Resources - Items to cover	41
About the Contributors	47



# Introduction



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=4>

This is an instructor guide for a seminar course, Business Agreements, which is offered to senior undergraduate business, MBA, and law students at the University of Windsor and combines senior students from both faculties for interdisciplinary study. Course design aims to promote learner engagement in experiential learning. Students engage with course content by analyzing real-world business contracts to produce short written submissions before class thereby preparing students for in-class discussions.

This instructor guide is intended to support the wider use and reuse of the course content by educators in business, law, and related disciplines. Business agreements are case studies which create memorable, thought-provoking examples to help students develop skills and knowledge of the structure and content of typical business contracts. The instructor's teaching philosophy focuses on lifelong learning and skill development. Thus, the course is designed to enable learners to meet the needs of a rapidly evolving labour market through experiential learning opportunities for upskilling and reskilling learners' "literacy" with business agreements.



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# Acknowledgements

This project was developed with funding from the Government of Ontario and [eCampusOntario Virtual Learning Strategy](#).

*Business Agreements – Instructor Guide* was developed by [Werner Keller](#) ([Odette School of Business](#)) and [Nobuko Fujita](#) ([Office of Open Learning](#)) at the [University of Windsor](#). They have collaborated on the design of the course since 2013. Werner contributed subject matter expertise and Nobuko contributed learning design expertise. This discussion-based, experiential learning course was originally taught on campus. It pivoted to fully online delivery in Winter 2021 during the COVID-19 global pandemic.

[Annette Demers](#) and [Meris Bray](#) ([Paul Martin Law Library](#)) generously contributed expertise in researching sources and in continuing legal education/continuing professional development, respectively.

[Kyle Mackie](#) contributed to the development of this Pressbook. His expertise in the creation of quality, accessible materials in support of online and hybrid education was much appreciated.

[Odette MBA](#) student, [Zena Zayyed](#), contributed graphic design and multimedia expertise. Zena is also the teaching assistant for the Winter 2022 offering of the Business Agreements course.

Students in the Winter 2022 offering of the course, Ejiroghene Akpoguma, Luke Vandusen, and Kaamil Ali Khalfan, provided feedback on the user experience (UX) of the Blackboard course shell to help improve the online learning environment.

Former students in the course, Sofia Skara, Leila Nappi, James Carvalho, Lotus Pupulin, Elisa Durante, Reema Mahbubani, and Alexei Shulgin gave us consent to share their 20% paper assignments, and feedback in the *Business Agreements – Instructor Guide*.

Many thanks to [Assumption College Catholic Middle School](#) students, Manning Oren and Tatiana (T.J.) Fujita Teplovs, who interviewed Prof. Keller for About the Instructor video.

Kingsley Martin of [KMStandards LLC](#) gave us permission to use the contract structure form.





# Adopting or Adapting the Book

## Citation & Attribution

The suggested citation for this book in APA format is:

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If this text does not meet your needs, please check out the full library at [www.openlibrary.ecampusontario.ca](http://www.openlibrary.ecampusontario.ca). If you still cannot find what you are looking for, connect with colleagues and eCampusOntario to explore creating your own open education resource (OER).

## eCampusOntario

[eCampusOntario](#) is a not-for-profit corporation funded by the Government of Ontario. It serves as a centre of excellence in online and technology-enabled learning for all publicly funded colleges and universities in Ontario and has embarked on a bold mission to widen access to post-secondary education and training in Ontario. This textbook is part of eCampusOntario's open textbook library, which provides free learning resources in a wide range of subject areas. These open textbooks can be assigned by instructors for their classes and can be downloaded by learners to electronic devices. These free and open educational resources are customizable to meet a wide range of learning needs, and we invite instructors to review and adopt the resources for use in their courses.

# Accessibility Statement

While we attempt to make all elements of this resource conform with international accessibility guidelines, we must acknowledge a few accessibility issues:

- Some external resources may not conform with accessibility guidelines.
- The heading order for some headings do not conform to logical heading order.
- The colour contrast on the Pressbooks Theme McLuhan header and footer does not meet guidelines, and there is a redundant link in the footer.

## Accessibility Tips

- Links to other pages of the site will always open in the current window.
- Links to external sites will always open in a new window.
- Use your screen reader's list headings feature to navigate through the headings within the content of a page.
- Use the Previous and Next links found at the bottom of each page to navigate through the sequence of pages in the site. To access these links most easily, use your screen reader's landmarks list to navigate to the content info region, then press Shift+Tab to back up to the Next links.
- Depending on the operating system and browser being used, font size can be adjusted by pressing a key combination including the plus (+) and minus (-) keys. On Windows systems the key combination is typically "Ctrl+" and on Mac it is "Command+".
- Alt text has been provided for images that are not decorative.
- Where possible, document structures have been used throughout (e.g., headings, bullets) and have been built logically to make it easier for screen readers to interpret.
- Links have been designed to convey clear and accurate information about the destination.
- Colour is not used to convey information unless an alternative means to do so have been provided.
- Videos developed for this project contain closed captioning and also offer downloadable transcripts.

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# How to use the Instructor Guide

In this guide, you will find specific instructions for instructors and students on using the Business Agreements Course Shell.

## For Instructors

The content of this seminar course focuses on Course Assignments, which are organized to enable flexible teaching and learning opportunities for you and your students. For example, consider the different options below:

1. Import the common cartridge for the whole course into your Learning Management Site (LMS) course site for students to access, or simply share the URL to the Pressbook in the LMS for students to access in your LMS.
2. We recommend that you create a [Pressbooks account](#) through the eCampusOntario Library and clone a copy of the book for a few reasons: 1) you have a copy of the guide that will not change while you teach the course in case of updates; 2) you can customize the book for your particular course, program, or institution (e.g. theme options, logos, etc.); and 3) access the Instructor Only Resources.
3. The Business Agreements course focuses on student completion of course assignments. You can teach the whole course as a ready-made course or use particular assignments (i.e. modules) to enhance an existing course. The materials are particularly suitable for courses using a flipped course delivery, as students can complete the assigned readings and view recorded video lectures in preparation for live in-class discussion or during virtual office hours, and apply their learning to examples from business practice.
4. As you will be teaching with videos recorded by another instructor, we suggest that you frame the pedagogical approach as “co-teaching” or “collaborating” with Prof. Werner Keller of the Odette School of Business and the Law School at University of Windsor, who has many years of experience teaching at the intersection of business and law. Adding your own Instructor introduction video, contact information, and your TA’s information will help personalize and customize the materials to your institutional context.

## For Students

1. Former students “highly recommend” the Business Agreements course. This seminar course was designed to provide experiential opportunities for business and law students. Thus, there is an emphasis on “learning by doing” the assignments prior to class and preparing for class discussions. This is hard work! The assignments are intended to help you reflect and construct meaning individually, articulating your ideas in a concise paper, and in-class discussions are the vehicle to co-creating knowledge with your peers, which simulate teamwork in workplace settings.
2. Your instructor may teach this course or sections of this course in your institutional learning management system (LMS) or by using the digital or print-based version of the Pressbook. The latter offers interactive H5P interactions, which you may help you study or prepare assignment submissions (e.g. fillable contract form used for all assignments).
3. All videos in this course have captions and transcripts available for download to increase accessibility.



# COURSE INFORMATION



## Course Description

This seminar course integrates senior students registered in UWindsor's Odette School of Business with upper year students from UWindsor Law in classes regarding business agreements to provide them with learning experiences at the intersection of law and business. Students will learn through readings, mini lectures, and writing short reports regarding their analysis of agreements, which prepare students for class discussion. Business agreements are case studies for class discussions for experiential, interdisciplinary learning. Students prepare for class discussions by completing different tasks and submitting written assignments before class. In addition to marks for weekly assignments and marks for participation in class, students submit and present their final paper as evidence of their achievement of the learning outcomes. Based upon each student's interests, each student chooses a specific business agreement as a topic for a paper due near the end of the course.

In their final paper presented to the class, students will demonstrate what they have learned by doing the following:

- Choose and define legal/business objectives;
- Collect information to be used in the process of analyzing their chosen agreement;
- Identify options including negotiation positions; and
- Justify their proposals for negotiating changes.

## My Teaching Philosophy – Lifelong Learning and Skill Development

- University should prepare students for lifelong learning through development of critical thinking skills.
- I aim to pass on my knowledge, experience and attitudes to students.
- I set high expectations

The course is designed to align learning outcomes and activities with assessments and adopts the views of Noam Chomsky (prof at MIT) who said during a speech in 2014:

“[His preferred education model is] for the student to acquire the capacity to inquire, to create, to innovate, to challenge—that's education. You gain the capacity and the self-confidence for that matter to challenge and create and innovate, and that way you learn; that way you've internalized the material and you can go on. It's not a matter of accumulating some fixed array of facts which then you can write down on a test and forget about tomorrow.”

## Learning Outcomes



An interactive H5P element has been excluded from this version of the text. You can view it online here:  
<https://ecampusontario.pressbooks.pub/businessagreements/?p=30#h5p-2>

## Prerequisite

For **business (non-law) students** is at least ½ semester of contract law and permission of instructor because the law students have an entire school year (2 semesters) of contract law.

## Business agreements

Business agreements are case studies creating memorable, thought-provoking examples for study to help develop students' skills and understanding of the structure and content of typical business contracts. Students gain "literacy" with business agreements by experiencing certain processes such as:

- Identify legal issues (contract structure and deal points sufficient to inform analysis);
- Review various business agreements including their structure, terminology and usual practices;
- Gather information and formulate alternatives and priorities (synthesize);
- Identify possible proposals for contract terms and rank/rate alternatives with reasons;
- Select an option and justify the positions taken (evaluate & defend).

## Student Workload

Contact hours total 36 hours over 12 weeks. Typically 2 classes per week plus other weekly learning activities as follows:

Average number of hours per week that the student will be expected to devote to:

- Teaching and learning activities in class = 3
- Reading for the course = 3
- Work for assessment (essays, papers, projects) = 3

## Suggested Instructional Team

1 faculty member and 1 teaching assistant for this course



## Course Introduction Video



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=30>

[Download Winter 2022 Course Syllabus](#)

# Readings and Resources

## [Locating Sources for Business Agreements](#)

### [Example Presentation of Suggested Amendments](#)

Arbitration Agreements example with hotspot interactions:



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=75#h5p-1>

## Library Resources

Research Sources for Business Agreements by [Annette Demers](#)



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Continuing Legal Education/Continuing Professional Development Materials by [Meris Bray](#)



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# Examples of Student Work

## [Student Exemplar – Final Paper](#)



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=72>



# COURSE ASSIGNMENTS

## Learner-centred design and engagement

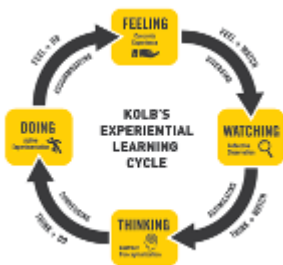
Students regularly deliver learner-centred low-stakes written assignments throughout the course and regular self- and peer-assessment of participation. All such assessments are supported by rubrics.

Students direct their own learning by choosing a business agreement to analyze for their final assessment based on their interests.

## Experiential learning



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Learning activities and assessments replicate real-life, workplace tasks. With explicit instructor guidance and modeling, students learn by transforming experiences to create knowledge (Kolb, 1984, 2015). Analyzing real-life business agreements in the course gives students authentic experience and assessment as they have opportunities to rehearse, practice, consult references, and get feedback (Wiggins, 1998). For example, low-stakes (5%) written assignments due before each class give students multiple opportunities to practice and get feedback from their instructor and peers in class discussion before they write and present the final paper (20%). This last step is analogous to senior business executives presenting recommendations to a board of directors or lawyers making recommendations to clients or business negotiations.

The course uses a series of simulations which build capacity to perform the final learning activity described above and below. The course roster ideally includes senior business students and senior law students combined for interdisciplinary learning experiences allowing students better understand how law and business work together. Students engage with course content by analyzing real-world business contracts to produce short written submissions before class thereby preparing students for in-class discussions described below. At a meta-level, students typically recognize the need for professionals' lifelong learning to meet the needs of a rapidly evolving world by developing skills using business agreements. Also, business agreements are case studies creating memorable, thought-provoking examples to help students develop skills and knowledge of the structure and content of typical business contracts.

The learning activities simulate the type of work that business executives and lawyers regularly perform when managing contractual relationships with suppliers, customers, employees, landlords, etc. It requires the integration and application of concepts which will be expected in the workplace after graduation. The students' individual pre-class work informs their participation in class discussions which also simulate the kinds of decision-making activities at the

intersection of law and business. Expectations are set including multiple deliverables with deadlines which effectively require students to attend the class meetings prepared to practice the deliberative process for decision-making.

Learning activities require the student to identify business priorities of each of the parties to the business agreement, including risk analysis, choose a contentious term worthy of negotiation by the parties, describing and ranking negotiation positions of both sides—with such analysis done after completing research for sources of information to guide the formulation of suggested amendments to the contract with reasons to justify the recommendation. Students submit a written report of their work and present their work to the class near the end of the semester.

Detailed instructions for each assigned task together with evaluation rubrics available to students before the activities guide their work both individually and in group discussions. This includes regular peer and self evaluation of discussion activities and associated reflection. An end of course reflection is a required component of each student's final paper.

## Assessment

Low-stakes (5%) written assignments due before each class give students multiple opportunities to practice and get feedback from their instructor and peers in class discussion before they write and present the final paper (20%). This last step is analogous to senior business executives presenting recommendations to a board of directors or lawyers making recommendations to clients or business negotiations.

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## REFERENCES

Kolb, D. A. (2015). *Experiential learning: Experience as the source of learning and development*. (2nd ed.). Pearson Education.

Wiggins, G. (1998). Ensuring authentic performance. In *Educative Assessment: Designing assessments to inform and improve student performance*. Jossey-Bass.





# Participation



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=143>

Twenty (20%) percent of final mark is based upon participation in class discussions based upon self and peer evaluation because attendance and engagement in class discussions are essential to the student learning.

[Rubric for participation](#)



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## Step 1

- SUBMISSION (You will do this for each of about 20 classes)
- When you click ">> View/Complete Assessment" a screen will open and then when you click "Question 1", a box will open where you can type your response. Type your name in the text box. Then click Submit.

## Step 2

- Self-assess your "in-class" participation before that deadline.
- Then during the evaluation period again click ">> View/Complete Assessment" Assign yourself out of 100% by way of self-assessment with reference to the participation rubric (see below). Enter a value between 0 and 100.

## Step 3

- Assign evaluation mark for participation of all your classmates using the participation rubric (criteria shown below); Anonymously assess your classmates' participation in class( Enter any value between 0 and 100 using the rubric ) Click Submit.

The following videos provide directions regarding entry of participation marks.



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=143#oembed-1>



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=143#oembed-2>

## Resources on Self-Assessment and Peer Assessment

- [Student Self-Assessment Overview](#)
- [Student Peer Assessment Overview](#)

# Contract Structure Forms

## 2 Videos by the Originator of Contract Structure Forms



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=130#oembed-1>



One or more interactive elements has been excluded from this version of the text. You can view them online here:

<https://ecampusontario.pressbooks.pub/businessagreements/?p=130#oembed-2>

## Forms

I aim to help students learn how to do certain thinking steps in order to be able to:

1. better create contractual rights and obligations; and
2. manage complex contracts after formation.

I hope this helps students understand reasons why I ask students to use the form to think about each contract.

[Downloadable Contract Structure Form](#)

### *Fillable Contract Structure Form*



An interactive H5P element has been excluded from this version of the text. You can view it online here:

<https://ecampusontario.pressbooks.pub/businessagreements/?p=130#h5p-7>

# Unanimous Shareholder Agreement

## Rationale for this assignment



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<https://ecampusontario.pressbooks.pub/businessagreements/?p=193>

## Assignment Description

FOR THIS ASSIGNMENT, THERE IS NO NEED TO RESEARCH IN ANY LIBRARY OR ONLINE; THE ONLY TOOL YOU NEED IS YOUR BRAIN.

You will be working on the Unanimous Shareholder Agreement to produce two pages of content:

1st page = Contract structure form: This assignment requires you to submit your contract structure form completed for the shareholder agreement. We discussed the contract structure form in class. Decide where in the form each section fits, while keeping in mind that a section may fit under several parts of the form. List the appropriate sections of the agreement on the Contract Structure form (ex: 5.1.a).

2nd page = Your questions, comments, etc: Use the exemplar 'email reviewing franchise agreement' as a guide for this page of assignment #1. Think of your 1-page report as your summary of the highlights of your annotations that you will use to guide your questions and comments in class. Use franchise exemplar as a model, but that one-page report need not be in the form of a letter. The essence of your report in this assignment is to write talking points for yourself to help you during our class discussions. The format would be to highlight section numbers together with your meaningful questions or comments various sections of the agreement. That is what my email regarding a franchise agreement is intended to exemplify. Your 1-page report demonstrates how much work you did for class prep. Delivering generic ideas regarding shareholder agreements is not sufficient. Your comments need to reflect the specific contract terms. That said, for context your readings for this assignment are pages 679 to 680 in Ch 26 of the 13e of the text (pages 626-627 of the 14e ). ENGAGE WITH THE WORDS IN THE AGREEMENT.

To generally understand the purpose of the assignments due before class, look at the 'paper' rubric posted on blackboard which describes the way that your written assignments will be evaluated. For this assignment, the rubric emphasizes Identify problems or issues (49%) and Integration of course concepts with text and context of agreement (48%). You are reading, reviewing, analyzing & thinking about the shareholder agreement and preparing for class discussion.

As discussed in class, you will probably want to make annotations or notes on your copy of the shareholder agreement to help you participate in class discussions regarding the contract structure.

I welcome questions by you in class or even better post them on Blackboard's Bb's "Discussion boards".

## Supporting Documents

- [Contract Structure Forms](#)

- [Unanimous Shareholders Agreement](#)
- [Rubric](#)
- [Exemplar Email](#)
- [Items to Cover \(Instructors only\)](#)

# Franchise Agreement

## Rationale for this assignment

The essence is for student to write talking points for themselves to help during our class discussions. The format would be to highlight section numbers together with meaningful questions or comments various sections of the agreement. That is what attached email regarding a franchise agreement is intended to exemplify. Students are to prepare a similar 1 page list of talking points for franchise agreement.

## Assignment Description

The contract structure form should be completed to demonstrate that you generally can use the framework to gain insights. It need not be perfect; just use good honest thinking work. The other 1 page report also will demonstrate your effort expended to understand the agreement to prepare for discussions in class. To do the 2nd part of this task you will need to “Put yourself in the shoes of each party” to do your analysis. Regarding the franchise agreement you will submit 2 pages :

1. characterize each section or paragraph of agreement according to contract structure framework; and
2. identify terms worthy of negotiation; and describe at least 3 business priorities for each of the parties including risk analysis.

Give your opinion (with reasons) regarding which terms are a priority. Submit those 2 pages to provide evidence of your effort to prepare for class discussions. You should review pages 405 to 410 in Ch 17 of the 13e text ( p 375 to 380 in 14e) for context but your paper should reflect the terms of the contract not the readings in the text. Thus, Rubric weighting focuses upon evidence of consideration of context using well defined terms, evidence of careful reading of agreement and excellent reflection on that case study.

Submission's content responds comprehensively with all tasks in the instructions for the assignment. It critically evaluates alternatives considering costs, consequences, business priorities and risk analysis. Conclusions regarding consequences and implications are logical and reflect informed evaluation of priorities and all due consideration of opposing viewpoints, demonstrating an outstanding consideration of the interdependence of terms of agreement, different perspectives & trade-offs. Ambiguities are explored and good questions posed.

## Supporting Documents

- [Contract Structure Form](#)
- [Franchise Agreement](#)
- [Exemplar](#) for one-page report but it need not be in the form of a letter
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Select your Contract for Study in your Final Paper and Provide Annotated References

## Rationale for this assignment

Early in the semester, once students better understand the learning goals of the 20% paper, students locate a real-life agreement of interest for their study for their paper due near the end of semester. Important criteria for this choice are reasonable level of difficulty of the topic and the availability of suitable references or resources to inform their work. In class on the day this assignment is due, students will informally present their choice and reasons why and also asked to give classmates pointers about what they learned by searching for resources. This helps build a learning community and assists classmates with future assignments.

## Assignment Description

1. Contract Description: You will submit a one-page description of why you chose this contract, your issues, priorities, and concerns when analyzing this chosen agreement. While drafting this piece, keep in mind to articulate what interests you in this agreement, and what you wish to draw from analyzing it. CHECK THE RUBRIC FOR FURTHER INSIGHT ON MARKING CRITERIA.
2. Annotated References: The second part of this assignment requires a one-page annotated bibliography of sources that will help you analyze and study your agreement. When choosing your resources, keep in mind the jurisdiction of the agreement and that of the annotated resource. 'Print' resources (like annotated agreements) that you find in libraries will generally serve you better than online resources. It will be wise for you to consider such 'paper' resources in libraries before completing this assignment. <https://advice.writing.utoronto.ca/types-of-writing/annotated-bibliography/>

You will select and submit a copy of a contract you plan to study for your 20% paper (not merely a sample or precedent). You will need to ensure that you do not duplicate agreements we will cover in class. I posted titles of agreements we will cover in class (see 'Class Discussions' called "Post QUESTIONS Here" in the menu on the left of the Blackboard (Bb) site) in Forum: Discussion Re: 'end of semester paper' Thread: Types of Contracts NOT suitable for your 20% paper. Also, look at the index presented in the outline of the paper to ensure that you're not getting too ambitious. Ensure that you can find resources like annotated agreements (not just generic commentary on a type of contract).

## Supporting Documents

- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Settlements & Mutual Release

## Rationale for this assignment

After a class discussion to develop a common general understanding of the context and main objectives of the parties, the instructor poses a fact scenario and invites opinion on the impact of the release. Students will also briefly discuss differences in the two settlement documents.

## Assignment Description

Two (2) docs to study before class: Settlement Agreement & Mutual Release & Settlement at Mediation (memo of understanding).

For the Mutual Release (a settlement agreement – you need to review only (3) pages ) perform the same kind of analysis as for assignment #2 – that is contract structure form and prepare your 1 page analysis INCLUDING meaningful insightful observations, comments AND questions for our class discussion. No outside reading or research is required—just critical thinking and analysis about the terms of the release. Also review the memo of understanding form made at a mediation and make notes for yourself; but, you do not need to submit anything for that document review. FOR THIS ASSIGNMENT, THERE IS NO NEED TO RESEARCH IN ANY LIBRARY OR ONLINE; THE ONLY TOOL YOU NEED IS YOUR BRAIN.

There are no readings. For the contract structure form, decide where in the form each section fits. The rubric describes the way that your written assignments will be evaluated. For this assignment, the rubric emphasizes: Identify problems or issues (49%) and Integration of course concepts with text and context of agreement (48%). You are reading, reviewing, analyzing & thinking about these agreements and preparing for class discussions. Your 1 page report demonstrates how much work you did for class prep. I'm looking for evidence of effort. In addition to recording on 1 page your questions comments and concerns regarding the agreement, this assignment requires you to submit your contract structure form completed for the mutual release agreement (not the memo of understanding). List the appropriate sections of the agreement on the Contract Structure form.

As discussed in class, you will probably want to make annotations or notes on your copy of the agreements to help you participate in class discussions regarding the contract structure. Think of your 1 page report as your summary of the highlights of your annotations that you will use to guide your questions and comments in class. The essence of your report in this assignment is to write talking points for yourself to help you during our class discussions. The format would be to highlight section numbers together with your meaningful questions or comments various sections of the agreement. Delivering generic ideas regarding settlement agreements or releases is not sufficient. Your comments need to reflect the specific contract terms. I welcome questions by you in class or even better post them on BB's "Class Discussions".

## Supporting Documents

- [Contract Structure Form](#)
- [Settlement Agreement and Mutual Release](#)
- [Settlement at Mediation](#)



- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Confidentiality Agreement

## Rationale for this assignment

This agreement helps students understand that there is no such thing as a “standard” confidentiality or non-disclosure agreement. The terms need to be crafted to meet the business goals of the parties that depend upon context.

## Assignment Description

In the past, some students submitted papers that responded to the task’s instructions. Some have not. Please pay attention to the instructions for each task. In one (1) page, for the confidentiality agreement, prepare for class and use your paper to provide evidence of your work so that it demonstrates that you have considered the following: Identify and discuss one contract term for study in agreement. Consider the interests of parties. Issues, Priorities, Concerns. Describe the differing positions parties may take when negotiating material portions of this agreement. Give reasons for the differing positions that might be used by each party to justify their proposal. Assess risks; rank advantages and disadvantages of options for negotiation positions.

If you focus your attention on some part of any agreement (for illustration: perhaps an arbitration agreement within a shareholder agreement) the parties might want different terms.

Are there any such terms in the confidentiality agreement ?

No readings. No research required. Just use your mind for critical thinking and analysis of the terms of the contract.

Thus, Rubric weighting focuses upon evidence of consideration of context using well defined terms, evidence of careful reading of agreement and excellent reflection on that case study. Submission’s content responds comprehensively with all tasks in the instructions for the assignment. It critically evaluates alternatives considering costs, consequences, business priorities and risk analysis. Conclusions regarding consequences and implications are logical and reflect informed evaluation of priorities and all due consideration of opposing viewpoints, demonstrating an outstanding consideration of the interdependence of terms of agreement, different perspectives & trade-offs. Ambiguities are explored and good questions posed.

## Supporting Documents

- [Contract Structure Form](#)
- [Confidentiality Agreement](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Letter of Intent

## Rationale for this assignment

This agreement illustrates an approach parties may take as they work toward a purchase and sale transaction.

## Assignment Description

In one (1) page, for the Letter of Intent, prepare for class and use your paper to provide evidence of your work so that it demonstrates that you have considered carefully the following: Identify and discuss two (2) contract terms for study in agreement. Consider the interests of parties. Issues, Priorities, Concerns. Describe the differing positions parties may take when negotiating material portions of these agreements. Give reasons for the differing positions that might be used by each party to justify their proposal. Assess risks; rank advantages and disadvantages of options for negotiation positions.

READING: Context can be found in Case 6.6 page 149 of the 13th edition of text (case 7.6 page 155 of 14e). Use your mind for critical thinking and analysis of the terms of the contract.

Thus, Rubric weighting focuses upon evidence of consideration of context using well defined terms, evidence of careful reading of agreement and excellent reflection on that case study. Submission's content responds comprehensively with all tasks in the instructions for the assignment. It critically evaluates alternatives considering costs, consequences, business priorities and risk analysis. Conclusions regarding consequences and implications are logical and reflect informed evaluation of priorities and all due consideration of opposing viewpoints, demonstrating an outstanding consideration of the interdependence of terms of agreement, different perspectives & trade-offs. Ambiguities are explored and good questions posed.

## Supporting Documents

- [Contract Structure Form](#)
- [Letter of Intent](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Non-competition

## Rationale for this assignment

By completing this assignment, students prepare for a class discussion of non-competition and related promises sometimes made by a seller of a business.

## Assignment Description

In one (1) page, for the 1 page non-competition agreement, prepare for class and use your paper to provide evidence of your work so that it demonstrates that you have considered the following: Identify and discuss three (3) contract terms for study in agreement. Consider the interests of parties. Issues, Priorities, Concerns. Describe the differing positions parties may take when negotiating material portions of these agreements. Give reasons for the differing positions that might be used by each party to justify their proposal. Assess risks; rank advantages and disadvantages of options for negotiation positions.

READING: You may wish to review Chapter 7, pp. 172-176 in the 13e text or consult other references to prepare (in the 14e Ch 8 pages 175 to 180) .

## Supporting Documents

- [Contract Structure Form](#)
- [Non-Compete](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Annotated References

## Rationale for this assignment

The assignment requires students to update their research for their chosen topic for their 20% paper and a separate one page annotated bibliography of references helpful to analyze a franchise agreement in a future assignment.

During class on the day this assignment is due:

- ask each student to describe what students they learned that may help others when they completed the assignment; and
- collect mid-semester feedback (example Continue/Stop/Start form below) and then instructor responds to feedback during class time in a dialogue to explore possible changes to course.

Suggest that students take notes of class discussion because next assignment is submitting a page of student feedback after class discussion.

Students submit feedback using a format inspired by:

- Example Instructor Behaviors/Actions
- Present material in organized, well planned manner
- Use instructional time well
- Explain content with appropriate use of examples
- Speak clearly and effectively
- Respond to students' questions clearly & effectively
- Open to students' comments & suggestions
- Sensitive to students' difficulties
- Approachable for additional help
- Accessible for individual consultation

CONTINUE

START

STOP

## Assignment Description

This Assignment requires 2 pages

1. Annotated References for Franchise agreement; &
2. Annotated references for the agreement you chose to study in your 20% paper.

( See postings in resources for 20% paper and in discussion board )

You know from our 1st week of class that one good source of information is:

Essex Law Association Library LOCATION: 245 Windsor Avenue, Windsor, Ontario Ground floor of the Essex County Superior Courthouse HOURS Monday to Friday 9:00 A.M. – 5:00 P.M.

You learned an early class that another source is UWindsor's library at the law school = Paul Martin Law Library which offers many resources available to all campus users.

They also offer reference assistance to students to help navigate legal research; & can also help with citation.

Your first TASK for this assignment is to prepare a list of References regarding Franchise Agreement, identify source of info, location and rank in order of importance or helpfulness and provide short reasons. The materials identified by you for this assignment will help you complete a future assignment; after which you will make an individual presentation in class. For example, I know for certain that both libraries have materials containing an annotated franchise agreement.

As discussed in class, while you are in the libraries, search for and identify references regarding the type of agreement you chose to study for your 20% paper. Annotated agreements are most helpful because authors provide you with their insights. The 2nd page for this Assignment #8 requires ANNOTATED references for the agreement you chose for study in your end of semester paper. For the 2nd page, also identify source of info, its location and rank in order of importance or helpfulness and provide short reasons.

RUBRIC is weighted to emphasize evidence of research all reasonably available references to investigate alternative points of view. Information is taken from sources with evidence of outstanding effort to interpret and evaluate relevance and applicability.

## Supporting Documents

- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Mid-semester Feedback

## Rationale for this assignment

A robust discussion about constructive student feedback mid-semester accomplishes two main objectives. Firstly, the instructor gains insight into possible accommodations and adjustments for the balance of the semester. Second, the discussion gives the instructor an opportunity to explain why some changes will not be implemented.

## Assignment Description

I hope you agree this is an easy way to get a good mark on an assignment. You already have a first rough draft of this one page paper which you prepared in class.

**I request that you do work to update your thoughts** and not merely type your handwritten notes. Before you prepare your 1 page paper for this assignment:

1. **First, reflect upon our recent class discussions.** I ask that thereafter, you consider our discussions. For example, I request that you do not suggest elimination of class discussion, or delaying the trip to the courthouse or law school library, or elimination of marks for participation or, elimination of 1/2 of the assignments because this seminar course is literally structured on an assumption that students attend and participate in class discussions after being given reasonable opportunity for preparation.
2. Also, **your mark on this assignment will be unaffected by its content** (you are free to express both positive and negative views without risk). What I am looking for in all of your papers is evidence to demonstrate that you have used time and effort to provide your meaningful feedback regarding this course.

Please consider **addressing issues raised by your colleagues in our class discussions if you think their ideas are worthwhile after further reflection.** That said you are not required to address all issues identified in the attachments. They are there to help you formulate your feedback. Consider the rubric posted regarding papers.

You feedback is VERY important to me. Thank you.

## Supporting Documents

- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Franchise Agreement Changes

## Assignment Description

For this assignment you will deliver two documents:

1. One page of amendments: applied to the first page of your two (2) page submission regarding the franchise agreement (use the Arbitration Agreement example posted on Bb as models as discussed in class). **Choose a non-trivial part of the agreement worthy of negotiation by the parties.** Present your recommended changes in a blacklined section of the franchise agreement **with footnotes to explain your proposed amendments.** I'd like you to fit it on ONE page.
2. One pages of references you have used to make amendments to the agreement in your first page. On this second page, you must attach a **list of the annotated references** that you used for this mandatory assignment.

If there are parts of the original terms (before your proposed changes) that are not essential to your paper, then **consider not including those parts** if you are not changing such parts.

In this assignment, **you will consider the differing positions** one party may take when negotiating such a material portion of the agreement, and **anticipate reasons for the differing positions** that might be used by other party to justify their counter proposal.

The best papers will provide evidence of your work so that it demonstrates that you have prepared for class discussions. **You will each have about 10 minutes to present the highlights of your paper** and lead the class discussions during your time plus 5 minutes for questions.

## Supporting Documents

- [Contract Structure Form](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)



# General Security Agreement GSA Changes

## Rationale for this assignment



One or more interactive elements has been excluded from this version of the text. You can view them online here:  
<https://ecampusontario.pressbooks.pub/businessagreements/?p=184>

This agreement is often made at the same time as a General Security Agreement (“GSA”). The above recording of a mini-lecture introduces the use of a General Security Agreement (“GSA”) and Guarantee. Students who complete the two assignments will be able to explain how a GSA creates a security interest in debt financing.

## Assignment Description

A one page paper suggesting amendments to the General Security Agreement (GSA) to be proposed by the DEBTOR with reasons to justify the proposals. Your one (1) page should demonstrate that you have prepared for today’s class discussion. Your paper will demonstrate that you have critically reviewed the GSA and you performed the same type of analysis for this agreement as for Assignment #10. However, you are not required for this to find references. INSTEAD, less formally I would like you to suggest which terms are worthy of negotiation by the Debtor, what changes you would request on behalf of the Debtor and why?

So this is like page 9 of your end of semester paper: “Select a party (DEBTOR) and suggest amendments to the contract with reasons”. However, instead of focusing in detail on one part like you did for the Franchise Agreement, **I request that you review the whole agreement (GSA) and come prepared to discuss a large number terms. Print the GSA and mark it up while you read it & bring your marked-up GSA to class.** After identifying the possible changes, record the most important in your 1 page paper. I do not want you to hand in the contract structure form; but if you complete it, that may help you understand this agreement. You will describe the differing positions the Debtor may take when negotiating material portions of the general security agreement while anticipating the secured party’s responses.

READING: Chapter 28 in the 13th edition or 14e You are NOT required to ‘wordsmith’ but rather identify and describe changes with reasons.

## Supporting Documents

- [Contract Structure Form](#)
- [General Security Agreement](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Guarantee and Postponement of Claim

## Rationale for this assignment

This agreement is often made at the same time as a General Security Agreement (“GSA”). A mini-lecture introducing the use of a GSA together with a Guarantee is available in the GSA assignment module. Students who complete the two assignments will be able to explain how the two agreements work together in debt financing.

## Assignment Description

Regarding the above contract, I am **NOT** asking students to summarize the 6 pages of background reading or asking you to give a general description of a guarantee and its purpose. The 6 pages of readings in the text described in the course schedule may help you with this paper by giving you context. Your 1 page paper will demonstrate that you have critically reviewed the Guarantee and Postponement of Claim and are prepared for class discussions. Use the various tools you have tried so far this course. Come to class armed with your questions comments and concerns recorded in your paper. Describe at least three of the lender’s business priorities and describe the ways this agreement benefits the lender. I’m looking for evidence that you really thought about this short document; Wrap your mind around the details.

READING: Chapter 26, pp. 381 to 386 in the 13th edition or 14e pages 353 to 357.

## Supporting Documents

- [Contract Structure Form](#)
- [Guarantee and Postponement of Claim](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Asset Purchase Agreement

## Rationale for this assignment

By this time in the course, the students usually have developed skills to better map the contract terms to the functional parts described in the contract structure form and are thus able to better understand this transactional agreement of purchase and sale.

This is an example of a “Definitive Agreement” as the term was used in the Letter of Intent

## Assignment Description

Your 1 page paper will demonstrate that you have critically reviewed the Asset Purchase Agreement and you performed the same type of analysis for this agreement as for Assignment #10. However, you are not required for this to find references or perform the wordsmithing many of you showed in those franchise agreement papers. INSTEAD, less formally I would like you to suggest which terms are worthy of negotiation by a party, what changes you would request on behalf of that party and why? So this is like page 9 of your end of semester paper: “Select a party and suggest amendments to the contract with reasons”. However, instead of focusing in detail on one part. I request that you review the whole agreement and come prepared to discuss a number terms.

I do not want you to hand in the contract structure form; but if you complete it, that may help you understand this agreement. You will describe the differing positions the one party may take when negotiating material portions of the agreement while anticipating the other party’s responses.

Focus your critical thinking and analysis on the words of the agreement. You are NOT required to ‘wordsmith’ but rather identify and describe changes with reasons.

## Supporting Documents

- [Contract Structure Form](#)
- [Asset Purchase Agreement](#)
- [Rubric](#)
- [Items to Cover \(Instructors Only\)](#)

# Final Paper



One or more interactive elements has been excluded from this version of the text. You can view them online here:

<https://ecampusontario.pressbooks.pub/businessagreements/?p=149>

This video above is licensed under the Ontario Commons License (Version 1.0) unless otherwise noted. Please note, the video contains 24 seconds from the following video:

ChaZacIsa. (2013, March 19). Karate Kid – Daniels' Training “WAX ON WAX OFF”. YouTube.  
<https://youtu.be/Bg21M2zwG9Q?t=188>

The excerpt from the standard YouTube license video above is being used under fairdealing for teaching purposes in this open-license resource to relate Mr. Miyagi's unconventional training to prepare Daniel, to Prof. Keller's approach to teaching different kinds of business agreements to prepare students for the final assignment.

## Assignment information

- [Outline for Final Paper](#)
- [Rubric](#)

## Types of Contracts NOT Suitable for Final Paper:

- Shareholder Agreement
- Settlements – Mutual Release of Claims
- Franchise Agreement
- Non-Disclosure or Confidentiality
- Agreement to Arbitrate
- Letter of Intent
- Non-competition Agreement
- General Security Agreement (GSA)
- Guarantee and postponement of claim
- Purchase and sale of assets or shares

## Annotated Bibliography Info and Other Resources

- [Writing an Annotated Bibliography](#)
- [Writing a Position Paper](#)
- [Items to Cover \(Instructors Only\)](#)



# Instructor Only Resources - Items to cover

## First Three Classes Checklist

### Class 1

- Introduce Instructor & Teaching Philosophy
- Ice Breaker Invite students to self introduce
- Describe course using Syllabus, Blackboard site and Course Intro Video Recording
- Class Discussion Norms
- Self and Peer Assessment including Rubric for Class Participation
- High level overview of 20% paper

### Class 2

- Present 3 recordings:
- Experiential course video (including scenes from original Karate Kid movie)
- 20% paper video recording
- How to prepare for class discussions and Choosing Topic for 20% paper
- Invite questions regarding exemplar Rubrics
- Explain the benefits of reflection after class to integrate concepts and compile content for 20% paper

### Class 3

- Present: Two 2 video recordings by Librarians about research methods for this course; and
- 3rd video of Assignment #1 FAQ recording
- Review exemplar (email summarizing a 60 page franchise agreement)
- Invite questions regarding Ass#1 including Re: Contract Structure form to require students to grapple with the function of different parts of agreement.
- The essence is for student to write talking points for themselves to help during our class discussions. The format would be to highlight section numbers together with meaningful questions or comments various sections of the agreement. That is what attached email regarding a franchise agreement is intended to exemplify.

## Unanimous Shareholder Agreement

- Why start by considering parties? (discuss privity of contract general rule that only parties have rights and obligations).
- Table of Contents

- Page 1 – where do recitals fit in contract structure form? Consideration
- Definitions why?
- Interpretation Section 1.2 effect?
- Invite speculation about main purpose of this agreement. What is most important article? What are characteristics likely for corp and what are possible shareholder characteristics & motivation?
- Review Articles 4, 5 & 11 and how they work together
- Ask students to describe their feelings as they worked on assignment.
- Model good participation practices and conclude with a mini lecture connecting this agreement to the reading regarding general purpose of most unanimous shareholder agreements in allocating decision-making power and authority?
- Give students time near the end of class to record reflections regarding class discussion; repeat for the next few assignments to help build that habit.



One or more interactive elements has been excluded from this version of the text. You can view them online here: <https://ecampusontario.pressbooks.pub/businessagreements/?p=311>



One or more interactive elements has been excluded from this version of the text. You can view them online here: <https://ecampusontario.pressbooks.pub/businessagreements/?p=311>

The above recordings explain management authority /powers being shifted from directors to shareholders & why?

## Franchise Agreement

- In the prior class, emphasize that the task is not to describe a generic franchise agreement, but rather to engage with the text of this particular agreement; & in class, facilitate the students' discussion so that they develop a reasonable common understanding of business priorities and risk analysis and the interdependence of terms of agreement, different perspectives & trade-offs. Ambiguities are explored and good questions posed. Encourage students to take good notes of class discussions as it will serve them well on a future assignment using the same franchise agreement. The primary objective of class discussion is to help students develop a common understanding of the business viewpoints of the parties. Many students gain insight that Franchisee may find it desirable for Franchisor to have strong rights to govern Franchisees to maintain overall standards and reputation of all Franchisees. After class, send copies of all students' assignments to entire class for reasons that follow: Students' notes taken during class discussion of the Franchise Agreement together with the copies of all students assignment 2 submissions should assist students as they prepare for assignment 10 when they will propose and justify specific changes to the Franchise agreement.



## Select your Contract for Study

- Give each student time to describe their agreement topic and why it was chosen. Ask students what they learned by their preliminary research of their topic. After giving each student feedback in class regarding their chosen agreement for study and research ideas, remaining class time is spent fielding questions about the next 2 assignments based upon shorter but complexly nuanced agreements.
- After class, send copies of all students' Assignment 3 regarding 'why I chose this agreement as topics for 20% paper' and their annotated references examples to help each other with their 20% paper.

## Settlements and Mutual Release

- Exercise 1: Assume that I am a former employee of G Inc whose employment was terminated before DG and TMP started their dispute between themselves. What impact does the mutual release have on my wrongful dismissal lawsuit against G Inc.?
- Exercise 2: After the release is signed and delivered, DG discovers evidence suggesting that TMP is responsible for \$1 million missing G Inc. assets. What is impact of the release ?

## Confidentiality Agreement

- In their written assignments, many students assignments are troubled by the terms in paragraph 6 (“No Warranty of Accuracy”) as being counter-intuitive until they realize that the context is early stage of a potential transaction similar to a first date. This agreement is used to demonstrate that context of agreement helps inform the common intention of the parties and illustrates one possible approach to disclosure at that stage.

## Letter of Intent



One or more interactive elements has been excluded from this version of the text. You can view them online here:

<https://ecampusontario.pressbooks.pub/businessagreements/?p=311>

Many students incorrectly suggest that one or more of the 'non-binding' terms is most important while they actually represent then tentative expectations at the time. As described in the video recording above, paragraph 13 is most important in making this and early transaction document like an engagement with consequences.

## Non-competition

Terms to discuss(definitions from [www.canada.ca](http://www.canada.ca)) :

### **Arm's length transaction**

Refers to a relationship or a transaction between persons who act in their separate interests. An arm's length transaction is generally a transaction that reflects ordinary commercial dealings between parties acting in their separate interests.

**"Related persons"** are not considered to deal with each other at arm's length. Related persons include individuals connected by blood relationship, marriage, common law partnership or adoption (legal or in fact). **A corporation and another person or two corporations may also be related persons.**

**"Unrelated persons"** may not be dealing with each other at arm's length at a particular time. Each case will depend upon its own facts. The following criteria will be considered to determine whether parties to a transaction are **not** dealing at arm's length:

1. whether there is a common mind that directs the bargaining for the parties to a transaction
2. whether the parties to a transaction act in concert without separate interests; "acting in concert" means, for example, that parties act with considerable interdependence on a transaction of common interest
3. whether there is de facto control of one party by the other because of, for example, advantage, authority or influence.

## **Annotated References**

During class:

- ask each student to describe what they learned that may help others when they completed assignment; and
- collect mid-semester feedback and then instructor responds to feedback during class time in a dialogue to explore possible changes to course.

Suggest that students take notes of class discussion because next assignment is submitting a page of student feedback after class discussion.

All students will receive a mark of 100% on this assignment regardless of content.

## **Mid-semester Feedback Assignment**

During Class, after first responding to students' feedback(Continue/Stop/Start format below) and then :

- respond to students' questions regarding the next assignment when they propose changes to franchise agreement;
- schedule student presentations of proposed changes during next class(es) in 10 minute blocks per student; and
- discussion conventional ways of presenting changes and proposing changes in different contexts.

Students submit feedback using a format inspired by:

Example Instructor Behaviors/Actions

Present material in organized, well planned manner

Use instructional time well

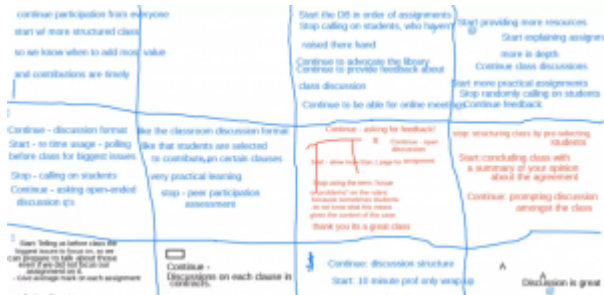
Explain content with appropriate use of examples

Speak clearly and effectively

Respond to students' questions clearly & effectively

Open to students' comments & suggestions

Sensitive to students' difficulties  
 Approachable for additional help  
 Accessible for individual consultation  
 CONTINUE  
 START  
 STOP



The above example feedback collected online in 2021 during pandemic illustrates typical diversity of often conflicting opinions.

## Franchise Agreement Changes

- Each student presents their proposed changes during next class(es) in 10 minute blocks per student.
- The number of class meetings required will depend upon enrolment that semester.
- Instructor provides constructive suggestions for improvement which should help students with this aspect of their 20% paper where they conclude by justifying specific changes for their business agreement they chose to study.

## General Security Agreement GSA Changes

- similar to the take-away from the first assignment regarding the franchise agreement, with respect to the GSA, students learn reasons why most secured parties rarely agree to vary the GSA amendments requested by debtors.
- The security interest will be enforced when the debtor is in material default of obligations owing to secured party.
- This agreement is often made contemporaneously with an indemnity and postponement agreement studied next, frequently called a "Guarantee".

## Guarantee and Postponement of Claim

- section 1 Bank's dealings with customer will not prejudice its rights against guarantor (typically a shareholder)
- s.2 Bank may choose which liabilities will be reduced by payments
- s.3 Bank can enforce guarantee without need to pursue customer first
- s.4 Bank's mistakes in collecting from customer do not give guarantor defences
- section 5 allows guarantor to terminate FURTHER liabilities not those existing 30 days after notice of termination
- s.10 deemed notice upon registered mailing

- s.12 why guarantors receive money “in trust” (broader remedies for breach of trust including equitable tracing)
- s.12 & 14 Amounts owed by customer to guarantor are assigned as security to bank and postponed so Bank has priority

## Asset Purchase Agreement

By this time in the course, the students usually have developed skills to better map the contract terms to the functional parts described in the contract structure form and are thus able to better understand this transactional agreement of purchase and sale.

This is an example of a “Definitive Agreement” as the term was used in the Letter of Intent

Typical issues to discuss.

Table of contents and Schedules (purposes of schedules: used for calculations, qualifying or limiting representations and warranties—example Schedule 6.2(g)).

s.1.2 why define ‘best of knowledge’ ? example s.6.35

PRICE

3.6 Why allocate purchase price?

3.9 Students often resist this term as unfair to Vendor

Vendor’s representations

Ask students if they have questions or concerns

s.8.9 Retail Sales tax replaced by HST

Conditions

9.1 (g) Ontario’s Bulk Sales Act was repealed,

Survival of representations and indemnities

s.10.1 Contractual limitations

## Final Paper

- All students submit their 20% paper by the same deadline.
- Each student is scheduled to present their 20% paper for 20 minutes plus 5 minutes for questions from classmates
- The presentations are not marked

# About the Contributors

## Werner Keller



Prof. Werner Keller, BAsC., MBA, LLB (He/Him) is a Sessional Lecturer at the Odette School of Business at the University of Windsor. Werner brings more than 25 years of experience in law practice, 20 years of teaching business law, and 8 years of experience teaching online. He is winner of the 2017 Dr. Alan Wright Award for Exemplary Online and Technology-Enhanced Teaching at University of Windsor. Werner was the subject matter expert in the creating the open course shell and Business Agreements – Instructor Guide. He has prepared instructor materials (e.g., PowerPoint slide decks for the entire text) for Pearson’s Law & Business Administration by Smith et al. (2015 and 2019). Earlier, he updated the test bank for that textbook.

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## Nobuko Fujita



Nobuko Fujita, PhD (She/Her) is Learning Specialist in the Office of Open Learning at the University of Windsor. Nobuko has an interdisciplinary background in psychology, English, and Education. After her doctorate in Education at University of Toronto, she completed a postdoc in IT Management at the Copenhagen Business School. Nobuko’s role on the project was to provide instructional design support for the design of development of the open course shell and instructor guide. She brings a Learning Sciences’ perspective to her work supporting faculty in the design and development of high-quality open, online, and hybrid courses. Her research interests and publications include learning design, online discourse analysis, open educational practices, and academic development. An academic mother of three, Nobuko is also an avid equestrian who competes in provincial and regional eventing competitions.

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## Annette Demers



Annette Demers BA, LLB, MLIS, is Law Librarian at the Paul Martin Law Library at the University of Windsor. Annette Demers earned her BA (Hons. Law) from Carleton University in 1995, her LLB from the University of Windsor in 1998, and her MLIS from Western in 2002. In 1995, she attended the Hague Academy of International Law. In 2016, Annette participated in the Northern Exposure to Leadership Institute as a mentor. Annette was appointed as head of the Paul Martin Law Library in August of 2011. Annette has taught Advanced Legal Research for the past several years.

Web: <https://www.uwindsor.ca/law/library/277/annette-demers-acting-law-librarian-and-sessional-lecturer>

## Meris Bray



Meris Bray, MLIS, is Reference Librarian at the Paul Martin Law Library. She provides reference and research services for students and faculty, and acts as the liaison for Scholarship at UWindsor digital repository for the Faculty of Law.

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## Zena Zwayyed



Zena Zwayyed is a University of Windsor graduate with a demonstrated history of working in sales, digital marketing, and academia. Zena has completed her Bachelor of Commerce undergraduate degree with distinction specializing in



Human Resources with a minor in Applied Information Technology. The following year, Zena decided to continue her educational journey by pursuing an MBA to gain new knowledge and develop her skills.

During her free time, Zena engages in projects with several local companies as a freelance graphic designer. Her most recent work has been with the Women of Windsor Mentorship on designing promotional visuals for their Women Empowering Women Seminar. Collaborating with influential women in the community has reinforced her aspirations of having an influential role in society by working relentlessly to make a difference and embracing change.

As a Teaching Assistant for multiple courses in the Management Science department, Zena has worked alongside inspiring professors to help other students attain the best learning experience. Moreover, she recognized the students' needs through several approaches to providing them with the best academic assistance. Zena expressed interest in the Virtual Learning Strategy project as it promotes investing and facilitating a positive and innovative learning environment. Therefore, she took on a Multimedia Assistant and Student Partner role to contribute towards achieving the goal of distributing robust educational resources for adoption and adaptation by educators across Ontario.

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## Kyle Mackie



Kyle Mackie, MA (He/Him/His) is an independent consultant from Guelph, ON.

His role was to contribute his expertise in creating high-quality, accessible Pressbook and H5P content.

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## Lorna (Lorie) Stolarchuk



Lorie Stolarchuk, BCS, MBA, is a Learning Specialist in the Office of Open Learning. Her role on this project was to serve as an internal peer reviewer and offer technical support on the Yuja video enterprise system.

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