Cross-Border Legal Education : Results from a Pilot Japanese-Australian Video Negotiation Project at Australian National University and Aoyama Gakuin University

Kent Anderson / Yoshinobu Eizumi *

I. INTRODUCTION

The idea was not radical. The dream of video phones and all their concomitant advantages for business transactions have been promised for decades. The internet and late-1990s hype about a new globalised economy and society only heightened the promise. Indeed, the recognition of the academic applications of interactive video technology to law teaching has been common since the late 1980s, early 1990s.[1]

---

* The Australian National University and Aoyama Gakuin University respectively. We wish to thank particularly Hugh Selby for his assistance in conceptualising, testing, and facilitating the project in both Canberra and Tokyo. A number of other people also provided helpful comments and suggestions including Daniel Foote, Jerry McAlinn, and participants at the Australian Network for Japanese Law (ANJeL) Conference, UNSW, Sydney, 22 June 2004. Finally and most importantly, we want to thank our students who so diligently and enthusiastically volunteered and participated in this pilot project.

1 *See*, *eg*, V.R. JOHNSON, Audiovisual Enhancement of Classroom Teaching: A Primer for Law Professors, in: Journal of Legal Education 37 (1987) 97; K. HOGAN ET AL, Interactive Video in Law Teaching, in: Yearbook of Law, Computers, and Technology 4 (1990) 104; R.A. STEIN, The Future of Legal Education, in: Minnesota Law Review 75 (1991) 945, 963 ("Prediction Number 15"); M. HIBBS / K. VAUGHAN, Interactive Video in Legal Education and Practice, in: Law Technology Journal 3(3) (1994), available at <*http://www.law.warwick.ac.uk/ltj/3-3e.html*>; K.K. KOVACH, Virtual Reality Testing: The Use of Video for Evaluation in Legal Education, in: Journal of Legal Education 46 (1996) 233; C. ARCABASCIO, The Use of Video-Conferencing Technology in Legal Education: A Practical Guide, in: Virginia Journal of Law and Technology 6 (2001) 5. There is a wealth of useful literature on the use of interactive video for *non-legal* educational purposes, *see, eg,* P.H. MARTORELLA, Interactive Video and Instruction (1989), as well as the use of *non-interactive* video for legal education purposes. *See, eg,* D.A. WHITMAN / G.R. WILLIAMS, The Design of Videotape Systems for Legal Education, in: Brigham Young University Law Review [1975] 529.

And yet, actual courses that use interactive video technology internationally in legal education – rather than passive technology or purely domestic applications – are by every indication still rare.[2] There are a number of obvious reasons for this: The partner institutions must have compatible video infrastructure, which is still subject to annoying country variances; depending upon the system used, the infrastructure and on-line time can be prohibitively expensive; time-zones cause havoc on real-time exchanges; teaching periods do not align neatly between countries; personal connections are needed; and most basically, despite the rhetoric of "global law schools" and "educating borderless lawyers" the law itself and its training institutions are still mostly parochial zones anchored in notions of domestic jurisdiction.

In May 2004, we undertook a pilot international video negotiation project between Japan and Australia despite these obvious obstacles in the hopes that we could capture some of the obvious benefits. We proposed to our respective schools a four-week international video negotiation between students at the Australian National University (ANU) in Canberra and those at Aoyama Gakuin University (AGU) in Tokyo. We had an observable model in the project Daniel Foote has been running between University of Tokyo and University of Washington (Seattle) since 2001,[3] but we wanted to test a variety of alternatives from that project and challenge some of its presumptions.

This paper reflects on that pilot project. It is organised in two basic parts. In Section II, we provide the basic details of our project including both its original design and the results of its eventual execution. Section III then notes very briefly some preliminary observations and practical lessons. We conclude by predictably advocating for other educators and schools to initiate similar programs, but we also advance a basic framework for facilitating the formation of similar programs. In short, this paper and project are about realising the dream of cross-border legal education.

---

2 Some important and notable exceptions exist of course. *See, eg,* FOOTE, *below* note 3; ROSETT / MCALINN, *below* note 4; A. LEMPEREUR, Negotiation and Mediation in France: The Challenge of Skill-Based Learning and Interdisciplinary Research in Legal Education, in: Harvard Negotiation Law Review 3 (1998) 151, 173 (noting an electronic and video negotiation project between commerce students in France and the United States). An interesting web based international negotiation simulator is provided by Carleton and Concordia Universities in Canada, and even allows negotiation in Russian and Spanish. *See* INSPIRE, 'Web-Based Negotiation Support System', at <*http://interneg.org/inspire/index.html*>.

3 *See* D.H. FOOTE, Information Technology Meets International Contracting: Tales from a Transpacific Seminar, in this issue of ZJapanR / J.Japan.L. p. 69.

II. THE PROJECT

We designed our project very much with an eye towards the Tokyo-UW program as well as a two-year email-based program run in the late 1990s by Gerald McAlinn and Arthur Rosett at AGU and UCLA.[4] Yet, we had a number of differences we wanted to introduce. For example, we hoped to take advantage of the large number of law students at the ANU who had Japanese language ability and provide an international negotiating opportunity for those students at AGU without sophisticated English skills. We also sought to denationalise the experiment to a degree by removing from the stimulus scenario the typically-Japanese and typically-American aspects, which were an integral element of both the predecessor models.[5] Finally, we consciously decide to simplify our scenario significantly and correspondingly to make the project a short-term component within a regular substantive course in the curriculum rather than a course unto itself.

A. Design

1. Framework

The basic idea of the project was to facilitate a simulated legal experience to educate students about legal skills, socio-legal concepts and substantive law. The scenario contemplated an international sales transaction where the initial and crucial aspects were negotiated via video link and the details were resolved by exchange of emails with draft agreements attached. The students were paired into teams and assigned a counterpart in the opposite country. The plan was to structure the four video sessions around two scenarios, first, the drafting of a sales agreement and, second, response to some shock to that relationship. Thus, the first video session would be an initial meeting to investigate willingness to trade; the second video session was to finalise any difficult contractual terms; the third video session would introduce the shock and seek an initial resolution; and the fourth video session would resolve the shock or identify how the parties were to proceed. The basic documents setting out the project for students are reproduced in Appendix A.

Rather than try to replicate a typical Japan-foreign transaction such as Tokyo-UW's merger of an American company with a Japanese company or AGU-UCLA's Japanese buyer-American seller scenarios,[6] we attempted to create a denationalised model where either the Japanese or Australian team might be buyer or seller, acquisition or target,

---

4 *See* A. ROSETT / G. MCALINN, The Harmonization of International Commercial Law and Legal Education in the Information Era, in: Aoyama Hôgaku Ronshû 41 (2000) 192.
Another model that did not use technology but involved cross-border negotiation was the joint negotiation course run between Hokkaido University and University of Wisconsin Law School in the late 1990s. Again, this differed from our project in use of technology, joint-course, English language, and duration.

5 *See, eg,* FOOTE, *supra* note 3, at 7.

6 *Ibid.*

and so forth. In our scenario, two of the ANU teams became buyers and one was seller, *ergo* two of AGU teams were sellers and one was buyer. Further, rather than designate the currency to be yen or Australian dollars, we made the currency a term for negotiation suggesting either a preference for euros or US dollars to the negotiators.

There were a number of reasons for the denationalised situation which we admit was more complex and difficult to manage. For example, we were interested in undermining stereotypes our students might have as to what the "typical" role of one of their national actors was whether that be Americans as M&A experts, Japanese as global consumers or Australians as raw material suppliers. Further, we were interested in the experimental nature of being able to compare how Australian or Japanese did on both sides of the deal which would have been impossible if all of our students sat on one side. Finally, we wanted to emphasise the truly translational nature of the current legal professional market where Australian trained lawyers might represent Indian interests from a Hong Kong base in a Japanese deal, or vice versa.[7] In this attempt to add this one element of reality, however, we admit that we forewent perhaps the greater realism that the Tokyo-UW and AGU-UCLA models' typical approach achieved.

Another divergence from our predecessors, we did not operate the class as a joint-negotiation course. Instead, Anderson incorporated the project as an optional part of his Japanese Law and Society course which is cross-listed as an undergraduate (LLB) law class, and undergraduate or graduate Asian Studies class (BAsianStud, MAsianStud). In contrast, Eizumi incorporated the project as part of his Private International Law courses offered to professional (JD), graduate (MPhil, PhD), and undergraduate (BA) students. This arrangement was in direct contrast to the Tokyo-UW project and, therefore, tested one of its propositions – that a simulation works best were the objectives, and therefore course structures, of both side are the same.[8]

2. Objectives

As teachers we had three general objectives. Generally speaking these might be categorised as our skills goals, socio-legal goals and substantive law goals. The skills goals are the most obvious in a project such as this. We sought to simulate 'real-world' cross-border negotiations to develop strategic negotiation skills in our students. Further, because the project required drafting of legal documents (*eg*, a contract) we sought to introduce some basic legal drafting skills. We also wanted to introduce and experiment

---

7 There is an unlimited source of articles and examples that document this trend. *See, eg,* R.L. ABEL, Transnational Law Practice, in: Case Western Reserve Law Review 44 (1994) 737; D.M. TRUBEK ET AL, Global Restructuring and the Law: Studies of the Internationalization of Legal Fields and the Creation of Transnational Arenas, in: Case Western Reserve Law Review 44 (1994) 407.

8 *See* FOOTE, *supra* note 3, at 26-27 ("The content of the joint offering should be coordinated.").

with how new technologies are impacting legal relationships and thereby hone our students' effective use of these cross-border media (with a strong suspicion that our students would be more adapt in this regard than their instructors). In addition to these skills, we hoped to reinforce socio-legal ideas introduced in class such as parties' legal inclinations (*ie*, the *hôishiki* debate),[9] relational contracting,[10] fluid dispute resolution, and so forth. Finally, we sought to teach substantive law lessons such as differing standards of offer and acceptance under various national laws and international norms (*eg*, Convention on the International Sale of Goods[11]).

Though the Japanese class and Australian class had overlapping goals regarding skills and socio-legal objectives, our courses' substantive law goals diverged given the different subject matter of the courses. Due to Foote's wise precautions,[12] we were cognisant, and frankly frightened by, this divergence at the outset. However, we decided to proceed (1) for the pragmatic reason that it was much easier to use the existing courses than to create and gain faculty approval for new curriculum in both schools; (2) because we rationalised that the smaller scope of our project meant little was risked and we could rescue the courses even if the pilot failed; and (3) because we wanted to test Foote's assertion of the need for alignment against our lighter and more flexible model of international cooperation that would be easier to adopt elsewhere.

3. Language

Part of our challenging the typical national approach models used by our predecessors was to run negotiation teams using both English and Japanese.[13] In fact, we created three language teams: (1) the English team, (2) the Japanese team, and (3) the mixed language team. For the English and Japanese language teams the intent was for all communications both oral and written to be in the designated language. This of course required that both of us as instructors were comfortable in both languages and that we could find a sufficient number of language proficient students. The mixed language

---

9 *See, eg,* T. KAWASHIMA, Dispute Resolution in Contemporary Japan, in: A.T. VON MEHREN (ed.), Law in Japan: The Legal Order in a Changing Society (1963); J.O. HALEY, The Myth of the Reluctant Litigant, in: Journal of Japanese Studies 4 (1978) 359; J.M. RAMSEYER / M. NAKAZATO, The Rational Litigant: Settlement Amounts and Verdict Rates in Japan, in: Journal of Legal Studies 18 (1989) 263.

10 *See, eg,* S. MACAULAY, Non-Contractual Relations in Business: A Preliminary Study, in: American Sociology Review 28 (1963) 55; I.R. MACNEIL, Relational Contract: What We Do and Do Not Know, in: Wisconsin Law Review [1985] 483; C.J. MILHAUPT, A Relational Theory of Japanese Corporate Governance: Contract, Culture, and the Rule of Law, in: Harvard International Law Journal 37 (1996) 3.

11 United Nations Convention on Contracts for the International Sale of Goods, opened for signature 11 April, 1980, 1489 UNTS 58 (also called the Vienna Convention and CISG).

12 *See* FOOTE, *supra* note 3, at 1-2, 12-13, 26-27.

13 Foote attempted to run one of his groups as a Japanese language team, but was unable to do so. *See ibid* at 13.

team was free to negotiate in either language but we decided at the outset that their final legal documents should be in English. This was simply because we believed English language documentation was more common, and we had more trust in the Japanese students' English reading skills than the Australian students' Japanese reading skills. The "native language" teams were responsible for preparing first drafts of their documents in the designated language to simplify some of the pressure on the non-native language teams (*eg*, ANU English and mixed language teams prepared the first draft in English and AGU Japanese language team prepared the first draft in Japanese).

4. Technology

Technology was obviously a central aspect to the planning of the project. Before even setting out we had to confirm that both ANU and AGU had compatible video conferencing infrastructures.[14] ANU has an entire Audio-Visual Department with two dedicated video conferencing technicians. Further, ANU is the Australian Port of Entry into the World Bank's Global Development Learning Network (GDLN)[15] and, thus, has a comparatively sophisticated, experienced and developed video conferencing infrastructure in place. ANU offers a variety of premises where interactive video conferencing can take place from lecture theatres that seat 500 to a conference table seating fewer than ten.[16] In the end, we elected to use the conference table focusing closely on the negotiators (*ie*, a so-called close-up reportorial shot).[17] AGU proved slightly more problematic but a new conference room with video capabilities came on-line immediately before the project began so that was used. Also, allowing a close-up reportorial focus on the negotiators.

As we learned, however, infrastructure is only one aspect of successful and cost-effective video conferencing and on-line costs must also be considered.[18] As my students can attest, I (Anderson) have little to no technological ability or savvy, thus, the following description may be incomplete or inaccurate. As I understand it, a video

---

14 Hugh Selby deserves special thanks here for investigating ANU's capabilities and testing those capabilities in Tokyo while he was visiting professor of AGU.

15 Global Development Learning Network, <*www.gdln.org*>. A Tokyo branch of the GDLN opened in May 2004, making the using this facility possible in the future. However, these facilities presently appear limited to ISDN connections. See Tokyo Development Learning Centre, 'JoinTokyo', <*http://www.jointokyo.org*>. Also, Foote notes that his project used the U.S. Embassy's Tokyo American Center facilities. *See* FOOTE, *supra* note 3, at 10. Tokyo also has a large number of private enterprises, such as Kinkos, offering the services. *See, eg,* Kinkos, <*www.kinkos.co.jp*>.

16 *See* ARCABASCIO, *supra* note 1, at 26-30 (reviewing and providing advice regarding the physical environment contributing to a successful interactive video educational project).

17 *See ibid* at 71.

18 A good, though slightly dated, explanation of the technological infrastructure and on-line resources needed for successful video conferencing in a legal education setting is provided in ARCABASCIO, *supra* note 1, at 31-49.

link may be made by satellite, telephone (Mode 1 bonded type connection through ISDN number) or internet (Internet Protocol "IP H323") connection. Historically, the quality of video delivered and cost were directly but inversely related so that satellite was expensive but good quality, telephone was cheaper but poorer quality, and internet was cheap but unusable quality.[19] I understand that technological advances have made telephone and internet quality viable options, so satellite conferencing has become obsolete. Between these two possibilities, the internet option is very inexpensive (*eg,* AUD$20/hour) while the telephone option is more expensive (*eg,* AUD$150/hour). However, it seems much of Japan's infrastructure has not been upgraded to the necessary internet technology so the ISDN hook-up is still used. Thus, in our case despite strong encouragement from the ANU technicians, we went forward with telephone connections initiated from AGU.

5. Scenario I – The Deal

The stimuli material was a typical mock negotiation scenario drafted by ourselves. We provided the students with a very brief background factual situation and specific negotiation instructions for each team. Those are reproduced in Appendix B. The general facts roughly sketched the basic market conditions and background of the two companies that the teams were representing. The students were instructed that they worked for one of the companies as negotiators (not necessarily lawyers) and it was suggested, but not explicitly told to them, that the company presidents would like the deal to be completed. We each acted as a company president to provide additional details where necessary. The general facts also outlined the basic transaction: one team was a wholesaler/buyer seeking a long-term contract to buy chicken from the other team as a producer/seller.

The specific negotiation instructions came from the respective company presidents as terms that the negotiators should try to achieve. As such, the teams were supposed to keep them confidential even from their classmates on other teams. The specific negotiation instructions suggested four points for deliberation: price, quantity, term, and shipping. All of these terms had overlap between the buyer and seller requirements, so agreement was likely to be achieved. Other possible business terms such as method and time of payment, warranties, liquidated damages, and so forth were not provided. Further, the instructions specifically noted that the presidents did not have a legal background so legal terms such as application of law, jurisdiction, dispute resolution, force majeure, and so forth were not suggested.

---

19 By way of historical footnote, the first video conferencing system was introduced by AT&T at the 1964 World's Fair but the video telephone link cost US$1,000 per minute making its use prohibitive. *See* P.S. PORTWAY / CARLA LANE, Guide to Teleconferencing and Learning (1994) 2.

6. Scenario II – The Shock

Following the first two video sessions, which due to school holidays covered three weeks, all teams had reached agreement on the original contract so a "shock" was introduced. The shock was added because we wanted to test the contractual terms to which the parties had agreed (*ie*, skill goals); because we wanted the students to become familiar with the fluid nature of business relationships (*ie*, socio-legal goals); and because we were interested in teaching about various dispute resolution methods both domestically and internationally (*ie*, substantive law goals).

The shock contemplated that one year under the contract terms had passed smoothly, however, a world-wide grain virus had significantly raised the costs of performing the contract for the producer/seller.[20] Therefore, the producer/seller initiated the third video session to seek some contractual concessions to ensure profitability of the deal. Again, a general fact briefing was given and specific, confidential negotiating instructions provided for each of the teams. The shock instructions are provided in Appendix C.

Designing the specific terms for the shock proved the most difficult aspect for us as organisers. The problem was that we could not prescribe all of the conditions which typically would be involved in a shock such as this. Thus, we noted simply that the parties had both been happy to date, but there was no obligation to continue the relationship. We provided overlap between the desired new terms for price, term, and quantity, but the overlap was likely unrealistically large considering the narrower margins under which commercial actors are in fact forced to operate. Recognising this, the terms noted that each negotiator's personal bonus would be decreased depending upon the terms of the renegotiation.

7. Assessment

Typically the first question students asked was how the project was to be assessed and marked. The eventual marking scheme is attached as Appendix D. In summary, for this project the students would be marked on their active participation and the written agreements for a portion of their grade in a semester course. For the ANU course, the negotiation project covered 40% of their final course requirements. The active participation component was assessed based on quality and quantity of participation in the video sessions and in email exchanges between the teams. The written agreement component was marked based on clarity of drafting, completeness of agreements, and

---

20 The obvious inspiration for this shock was the Asian bird flu, but some groups had contracted for that possibility so we created an indirect problem with the grain virus. This situation also has strong parallels to the quintessential Japanese-Australian contract issue found in the (in)famous sugar case. *See* M.K. YOUNG / M. KATO / A. FUJIMOTO, Japanese Attitudes Towards Contracts: An Empirical Wrinkle in the Debate, in: George Washington International Law Review 34 (2003) 789 (using the case as basis for Kato's survey of global attitudes towards contacts).

desirability of terms achieved. There was no direct requirement in the assessment that the parties achieved an agreement or renegotiated term, and grades were not directly tied to success or failure of achieving beneficial terms.

B. Experience

In the next section we review the experience of the pilot project. We highlight in particular our failures and oversights in the hopes of better preparing those who follow us.

1. Pre-Negotiation

To facilitate the project, Eizumi visited Anderson's class in the early part of the Australian term. Eizumi also guest lectured to the class so that the students were familiar with him. This was hugely important as it grounded the otherwise ephemeral nature of the cyber experience and reinforced the personal connections that made this project both fun and viable. Anderson hopes to visit the Japanese students towards the end of 2004 and provide a similar personal connection and hopefully attract future students.

The slightly staggered starts of the school years in Australia and Japan that allowed Eizumi to meet the Australian students beforehand also created a number of scheduling problems. Specifically, because the Japanese semester did not begin until classes had been underway for over a month in Australia and because of the two week Easter holiday in Australia and Golden Week holiday in Japan, finding four consecutive weeks to conduct the project was impossible. Eventually, the project ran the five weeks from the final week of April until the final week of May 2004 taking one week off for Golden Week. While not ideal, this period was workable. In the future if a similar scheduling situation arose we would try to schedule the extra week to fall between the contract and shock parts of the exercise.

Beyond scheduling, a number of items had to be arranged before the project could begin. Subscribing students in Australia was simple. Anderson offered the negotiation project as an optional assignment in his Japanese Law and Society course. Despite the unproven nature and more demanding assessment for the project than the other assignment alternatives, nearly all 35 of Anderson's students sought to participate. Interested students completed application forms that were divided and ranked considering, first, language ability, then special consideration, and finally random selection. Three teams of three students were named. Eizumi had more difficulty finding interested students at AGU. This was exacerbated by the short time frame for publicity in Japan given its later start to the semester and students' potentially perceived necessity of advanced English language ability to participate. Eventually three AGU teams of two students each were formed from students in a variety of courses and degrees.

After the teams were formed, the students were given the general facts, the specific negotiation instructions, and the email contact of their opposing team. They were en-

couraged, but not required, to contact the opposing team before the initial negotiation. Perhaps not unexpectedly this resulted in some confusion. The AGU Japanese team contacted the ANU mixed language team and got as far as exchanging basic draft agreements. The ANU mixed language team persevered translating the agreement, creating a glossary of key terms, and exchanging numerous emails in Japanese. It was only once the parties saw each other face-to-face in the first negotiation that the mistake was recognised. We dealt with the mix-up in the only way possible by telling the teams to disregard all the negotiations that had taken place and assigning them to the correct teams. Tangentially related to this confusion, none of the other teams had any contact with their opposition prior to the first meeting. A second development was that all three members of the ANU English language team failed to appear on time to the first video session. Thus, one team member from each of the ANU Japanese and mixed language teams were skimmed to reform an ANU English language team (albeit with significantly under-utilised Japanese language abilities). This resulted in all six teams from both universities having an equal number of negotiators – two. A situation that in retrospect we would recommend regardless of the specific numbers on each team.

2. First Negotiation

All of the video sessions might be characterised as being productive and simply plain fun, but tempered with frustrating technological problems that demanded great flexibility. For example, the first session was hampered by the confusion regarding the correct opposing teams and difficulty establishing the video connection. Fortunately, we had scheduled an additional 15 minutes that we used trying to get a workable connection. Eventually after three failed attempts by AGU calling Australia, ANU called Japan and the connection succeeded. These type of connection problems continued on each of the following three sessions. We are perplexed as to why the technicians could not anticipate this after the first session, but eventually connections were always secured. A second problem in Session Two was the microphone and camera placement in Tokyo which made hearing extremely difficult and lead to the AGU negotiators leaning into the camera. This improved the sound somewhat but ANU got close-up shots of watches, shoulders, and a variety of other body parts for the rest of the session. This was resolved by fixing the camera and microphone and made future negotiations significantly more productive.

The teams' posture changed noticeably from the first sessions to the following sessions. In the first session there was a fair amount of awkwardness and the resulting silence and giggles. By the second session this had faded and all the teams approached it with an impressive seriousness. It was also interesting to see the different tactics the various teams took, either consciously or otherwise. For example, the ANU English team took a very prepared "good cop/bad cop" approach; the ANU mixed team used a cooperative holistic approach; and the ANU Japanese team was very reflexive.

Unwittingly these approaches lend themselves to stereotypes. Thus, the Australian English language team was very structured, logical, and demanding; the mixed team was very flexible, accommodating, and cooperative; and the ANU Japanese team was chaotic, seemingly ad hoc, and had unclear objectives. Further, how the negotiations between the teams progressed differed significantly. Thus, some teams found immediate agreement on price and quantity but dickered over delivery, while other team had problems agreeing on term and price but quickly found resolution on quantity. Between the issues that were easily or more difficult to resolve, there was simply too much divergence among the teams to make any useful generalisations. Given the uniformity of instructions, the divergence was somewhat surprising.

3. Core Contract

The first two video conferences and numerous emails resulted in completed sales agreements between the three groups. The contracts are available on request and the key terms are summarised in Appendix E. In contrast to the tens of thousands of words prepared in the Tokyo-UW project,[21] all contracts in our project were around two pages long. This was partially based on our recommendation to the teams to keep the agreements as short as possible and partially due to the relatively few terms in play. Also, we did not provide the students with sample contracts for fear of over-reliance on boilerplate terms, but we did refer them to the University of Missouri contract database.[22]

As noted above, the key terms contained in the contract and how these were expressed differed significantly enough to prohibit any generalisations. There was also significant divergence regarding unspecified terms negotiated such as choice of law, choice of forum, and contingency pricing. While the teams recognised the need for these, they seemed to overlook the full component of them and generally undervalued the importance of the terms. One interesting example was the team that negotiated for arbitration, in Tokyo, in English, but failed to specific the applicable law to the agreement. One point where the groups all came to the same resolution without much difficulty was the use of US dollars as the contract currency. This is despite the fact that all sellers were given instructions to prefer euros. Significantly this meant that all of the sellers assumed currency rate fluctuation risk without any concession for that assumption.

---

21 *See* FOOTE, *supra* note 3, at 17.

22 University of Missouri, Columbia, Contracting and Organizations Research Institute, 'Digital Contracts Library (K-Base)', at <*http://cori.missouri.edu/index.htm*>.

4. Shock and Response

Reflecting the different terms to which the groups had agreed and the different personalities, the teams' responses to the shock diverged markedly. For example, the mixed language teams were able to resolve the difference and work out new terms within the 15 minute third negotiation session. In contrast, the English language teams did not achieve any renegotiation over two video sessions and ended up terminating the agreement prematurely. There are too many variables to draw conclusions too conclusively, but some interesting preliminary observations are apparent. For example, the mixed language teams' holistic and cooperative atmosphere and mutual struggle with non-native languages appears to have contributed to the ease with which alternative arrangements were found. In contrast, the hard-nosed negotiating style that gave the ANU English team the best initial terms of any group proved to make renegotiation impossible.

The agreements drafted to memorialise the response to the shock are available on request and the significant terms are summarised in Appendix E. For the most part, these amendments simply used the original agreements to modify the price, quantity and term of the agreement. In other words, the amendment process was not used to improve on any ambiguous terms or add any other clauses. Given the short time window between negotiating the original agreement and renegotiation following the shock, this is not particularly surprising. Thus, there would be some advantage in creating a longer period between the two phases of the project.

Another point to mention is that we did not directly link outcomes in the negotiation and renegotiation to the marks students received for the project. Some students suggested this would further engage them in the exercise. This is an intriguing suggestion worthy of some incorporation in the future, however, we would not advise it being the only marking component since our experience showed that very different styles and techniques can result in widely different outcomes all of which might be defensible in their own right.

III. ANDERSON'S OBSERVATIONS AND LESSONS

A. Realism and Skills Lessons

My (Anderson's) most basic observation about the pilot project was that it was realistic. This is not an empirical testing but based on my own years in business and private legal practice much of it dealing with Japanese counterparts in English and Japanese. My sense was confirmed by the students who commented, "The strength of this was how 'real' it felt. Actually sometimes it was difficult to know when to stop playing the role of negotiator." My sense of the realism extends to many of the project's infelicities such as the unreliability of technology, the ambiguity of specific facts and objectives,

and the primary importance of relationships. Thus, if for no other reason than to expose my students to these frustrations as well as joys, I will continue the project.

This reality was, furthermore, important in creating the environment to capture the project's skills lessons. In that regard, I firmly believe that we delivered improved legal skills including negotiating, drafting, and technological tools to our students. This aspect might be refined and fine-tuned by dedicated clinical instructors or researchers whose primary areas of expertise are negotiation or international business transactions; nonetheless, I believe that over time we ourselves will develop a teaching expertise in these areas and it is only because of our other substantive areas of research and expertise that the opportunity for this cooperation could arise.

Along similar lines, our project provided an opportunity for students to practice their language abilities in a more practical forum than most classrooms and more pragmatic than most year-abroad programs. The students universally recognised this, though there was a range of experiences. For example, one ANU Japanese language negotiator with excellent language skills and years in Japan commented: "I had real difficulty with the language side of it. I suppose I thought my Japanese ability was up to negotiation standards but it was a big shock when we had to make decisions." In contrast, one of the English language ANU negotiators stated: "I think we had a definite advantage over the other team because we were using our native language…. If I could do it again, I would want to be in *their* shoes, and try to negotiate in another language." In the middle was the mixed language team which noted: "The nature of the mixed language exercise was quite challenging as each party tried to use a mixture of both, and this was at times confusing. However, as the familiarity and confidence grew between the parties, it was a lot easier to negotiate, and further clarification using both languages by email was vital in reaching an understanding." These comments reinforce my observation that the native language teams negotiated better terms, but the mixed language teams developed a better relationship that made the mid-term shock "too easy", in their own words. If this observation can be generalised it is a hugely important finding of this project.

B. Enjoyment and Socio-Legal Lessons

My second observation from the pilot project was that it was fun. Lots of what we ask our students to do is monotonous, tedious, and convoluted, but the participants in this project universally found this exercise thoroughly enjoyable. As one student commented, "It was education and fun, which isn't a bad combination." Meeting new people, playing with new technology, negotiating deals – these are the good parts about being a lawyer and I welcome the opportunity to expose my students to them. I imagine that an occasional taste of this heretofore forbidden fruit will actually inspire our students in their traditional studies as well. Similarly, the project was a extremely enjoyable from an instructor's perspective as well. I got to exchange ideas with a

colleague who I have been looking for a project on which to collaborate and we had much synergy develop from our exchanges in preparing and executing the project.

These lessons laid the groundwork for achieving the project's socio-legal goals. After the theoretical nature of my own education, I remember my own shock at finally discovering that personal idiosyncrasies have so much to do with the operation of law on a day-to-day basis. With this in mind, hopefully this exercise will teach our students the corollary lessons about the importance of flexibility and relationships in both the abstract sense and in the very finite sense such as contractual clauses.

C. Difficulty and Substantive Law Lessons

My third observation from the project was that it was arduous. Typically I teach between 30 and 100 students at a time. While this might not be ideal pedagogically, it does have the advantage of being very time efficient and economical. This pleases my dean, my institution and my research interests, if not students. On the other hand, the pilot international negotiation project demanded much more time for fewer students.[23] This might be justified for the substantive educational experience, for the public relations/marketing possibilities of the project, for the international cooperation, and in our case, for the "pilot" nature of the project. However, the cost of the project in terms of lecturer time, infrastructure required, and on-line expenses raises the difficulty of such a project's long-term sustainability. Eventually this cost-benefit balance will differ by institution and individual, but as the infrastructure and on-line expenses drop hopefully some systemization of the teaching experience may be developed from our experience to make the teaching costs less.

Similarly, the substantive law lessons of the project are likely more easily or efficiently taught in a doctrinal black letter fashion. I have no doubt that I could have covered the substantive law points the project sought to impart in a one hour lecture. The defence of the our experiential approach, however, like that of the Socratic method and clinical education in general, is that students learn more "deeply" when they experience the rule rather than are told about the rule.[24]

---

23 Similarly others have noted that video-conference delivery of legal education takes more preparation time and additional teaching skills to those of a traditional course. *See* ARCABASCIO, *supra* note 1, at 58.

24 There is a vast literature on so-called active or deep learning. At the Australian National University, this all goes under the rubric of "inquiry learning" or "ilearning". *See* Australian National University, Centre for Educational Development and Academic Methods, 'ILearning', at <*http://www.anu.edu.au/cedam/ilearn/*>.

IV. CONCLUSION

Our primary conclusion is admittedly hackneyed: Based on our experience we strongly advocate more international video negotiation projects being undertaken. Our subsidiary conclusions are those nuggets of useful practical information that other educators may extract from the above description and the Appendices for modelling their own programs. Some specific lessons that struck us as important include: the ability to slot the project into courses with different substantive law objectives, the desirability of north-south partners to avoid time-zone problems, the feasibility of adding a language component, the practicality of keeping the project short and the scenario simple, the advantages of denationalising the scenario, and the importance of a good working relationship between the facilitators (and their technical assistants). Our final observations that the exercise was realistic, fun, and tough along with the lessons that we were thereby able to achieve our skills, socio-legal, and substantive law objectives seem so obvious that they almost need not be mentioned. Yet, we offer those experiences as our evidence by which we contribute to the credibility and weight of our assertion that international negotiation project can be pedagogically, economically, and popularly feasible and successful.

Given the less than earth shaking nature of those conclusions we also offer the following framework hopefully to facilitate other international cooperations such as ours. First is identification. A prospective educator or institutions hoping to run a program must confirm the basic requirements. Is the infrastructure in place to host video conferencing? It would be the rare example today of a university or vicinity that did not have some video conferencing facilities. Related to those, one must investigate the exact kind of technology system that is available. Anyone who has tried to video conference with a Japanese institution is probably familiar with the problems caused by inflexible, unrealistic bureaucratic control of the technology available and the truly humorous fact that Japanese national institutions' main video facilities are only compatible domestically.[25] Our technicians cannot repeat often enough that investing in internet protocol capabilities will pay for itself in short order, and despite whatever your technician might say this is possible in Japan (*eg*, Keio University) as well as Australia and most other locations.

After confirming the capabilities, one must identify a partner. Like ourselves, we suspect that this will naturally grow out of existing personal relationships and exchanges. Where this is not forthcoming a number of excellent options exist. For example, all Australian and New Zealand tertiary institutions have at least one if not multiple exchange agreements with Japanese universities. Those might be a first point of contact. Another option is to troll through negotiation competitions in Australia,[26]

---

25 *See* FOOTE, *supra* note 3, at 10.

26 National Client Interviewing and Negotiation Competitions, <*http://www.newcastle.edu.au/faculty/bus-law/news/lawcomp/negotiation*>.

Japan,[27] and internationally.[28] Many, but not all schools, in Japan and Australia have teams in these competitions yet do not have negotiation courses, let alone international components. Another point to mention regarding finding a partner is that looking for the highest profile counterpart is not always the most desirable or productive. In other words, by being willing to deal with an institution that is less well known in your home country, there might be benefits in flexibility and attentiveness that outweigh any diminished reputation value. Finally we would advocate identifying a partner within two to three hours from your time zone and capable of using the targeted languages. This does not mean one is limited to looking at English based programs in English speaking countries, an infinite number of other possibilities and combinations are possible.[29] Once a possible partner is found quickly confirming compatible technology and sufficient overlap in teaching periods (while mindful of holidays) is important.

With a willing partner and capable infrastructure, the remaining details are tedious but not likely deal-breaking. Internal requirements of the institutions may demand approval of a new course or approval of incorporation of the project into an existing course. We are very mindful of this considering Japan's Ministry of Education's strict regulation of courses' content in the new Law Schools (*hôka daigaku-in*). We also encountered this micro-administration mania in our project when the ANU Law Faculty's sub-committee on assessment rules was concerned about the appropriateness of the exercise. One of the advantages of our component model, however, is that the project may be slotted into a variety of existing courses largely side-stepping such administrivia.

Related to how best to navigate the idiosyncratic bureaucracies of each institution is the political question of how each instructor can best explain the benefits of the exercise to sceptical colleagues who need justification for the infrastructure, on-going, and instructor costs. In my (Anderson's) case, I did this by emphasising the international reputational aspects of the project, the clinical skills that the students will learn, the pilot nature of the project, and the small overhead cost since the ANU structure places most of the non-teaching expenses on the Audio-Visual Department. Nonetheless, I suspect that the project is not viable in the long-term without increasing the student numbers and decreasing the on-going costs by mandating internet protocol connections. Speaking bluntly, international video negotiation is a sexy offering that is sure to appeal to students and vice chancellor offices. Therefore, finding students and getting suffi-

27 Intercollegiate Negotiation Competition, <*http://www2.osipp.osaka-u.ac.jp/~nomura/project/inter/index.html*>.

28 International Negotiation Competition, <*http://culaw2.creighton.edu/negotiation*>. There are a variety of other domestic competitions; for example, in the United States there is the American Bar Association Law Student Division's Negotiation Competition (<*http://www.abanet.org/lsd/competitions/negotiation/*>).

29 For example, in the Asian region English language partner institutions are likely readily available in, among others, Hong Kong, Malaysia, the Philippines, and Singapore.

cient institutional support likely will not be a problem. The real issue is getting enough support from those areas to offset inevitable internal complaints from more traditional and cost sensitive constituents. Again, each person will need to resolve this on their own given their unique environment, but it is good to be aware of and anticipate the problem from the outset.

If those guidelines fail to produce interested parties and successful collaborations, we finish by offering our own services through the Australian Network for Japanese Law (ANJeL) to assist in finding viable partners in Australia and Japan.[30] As promotion of educational opportunities in Japanese and Australian law is one of ANJeL's core aims, we are pleased to serve as a clearinghouse that helps our members connect to form the relationships that will make cross border legal education a reality.

APPENDIX A

ANU-AGU INTERNATIONAL NEGOTIATION PROJECT

2004 Procedure

Schedule

The video conferences will be held in the ANU Crisp Building's Video Conference Board Room on the following Wednesdays from 12.00 (noon) to 1.00pm (Australian time).

Session 1: 28 April 2004; *Session 2*: 12 May 2004;
Session 3: 19 May 2004; *Session 4:* 26 May 2004.

Before the first session

As soon as the AGU teams are formed (likely in April), you will receive names and email addresses of your team's counterparts. You are welcome to exchange email greetings, and even begin negotiations with them, before the first session. Remember to save all email exchanges for submission as part of the assessment.

Video Sessions

Because of the video link and limited time available, it is crucial that everyone arrive at the conference room *before* the scheduled time.

There are three teams each working on the same problem. Therefore, the teams will have to rotate into and out of the conference room. Due to the limited amount of video time, please try to do this rotation as quickly, quietly, and efficiently as possible.

Each team will be allotted 15 minutes video negotiation time per session. You may use that time in any way you see fit. Because of the limited amount of time, however, it is suggested that you might (1) do simple introductions, (2) confirm understandings developed over email exchanges, and (3) negotiate primary issues such as price, quantity, and time. It is likely that details will have to be resolved over email exchanges and exchange of draft documents.

The negotiation sessions should be conducted in Japanese for the Japanese teams, English for the English teams, and whatever works for the mixed team. Of course, use of a second language for clarification is natural and does not need to be artificially avoided.

---

30 Email: <*anjel@law.usyd.edu.au*>; Web: <*http://law.anu.edu.au/anjel*>.

Other Exchanges

Reflecting real world transactions, much of the detailed negotiation and explanation between the teams will have to occur by email and exchange of drafts. There is no requirement regarding how little or how much email exchange is done, however, in the end you will need to have some finalised agreement between the teams.

Reflecting good business practice and so-called 'netiquette', you should keep the tone of your email exchanges professional. The exact line between how formal or informal you choose, like any relationship, depends on your own style and the comfort-level you have with your partner. Thus, this will develop uniquely over time with each exchange. I do suggest that when in doubt you err on the side of being more formal and more detail oriented. Communication between the teams should be copied (cc) to all members of both teams. Of course, the interaction within your own team may be oral instead of electronic.

Documentation

You will need to produce two agreements in this project.

(1) By *14 May at 5.00 pm (*Australia time), the teams should submit (by email) to Anderson and Eizumi a final sales agreement with electronic signatures of all team members.

(2) By *28 May at 5.00 pm* (Australia time), the teams should submit to Anderson and Eizumi a memorandum of understanding regarding how the parties will proceed concerning the new facts introduced before Session 3.

Both of these agreements should be treated as formal documents. However, they do not need to be and should not be long or complicated. You are free to do outside research to locate contract forms and standard clauses, but you do not need to do so. Rather than length and covering every detail, it is more important to ensure there is complete understanding of all the terms by both sides.

The language of the contract should be Japanese for the Japanese language team and English for the English language and mixed language team. The native language team is responsible for preparing the first draft of the agreements (eg, the AGU team will prepare the first draft of the Japanese agreements and the ANU teams will prepare the first draft of the English agreements).

By *28 May at 5.00 pm* (Australia time) the teams should also submit to Anderson and Eizumi a copy of all the email correspondence between the teams in chronological order. This should simply be a copy of the emails and you should not edit, polish, amend or correct the correspondence.

APPENDIX B

ANU-AGU INTERNATIONAL NEGOTIATION PROJECT

Facts

Food Corp *(Food)* is a wholesaler. That is, Food buys product directly from farmers and sells it to retail outlets such as restaurants and grocery stores. Food's new sales manager has just concluded a 5-year contract with Kentucky Fried Chicken to supply all of its chicken for the country. Food's current suppliers can produce 80% of what is needed, however, to cover the new contract Food needs at least an additional 10,000 kilo of Grade A chicken per month from 1 May. There is no remaining supply domestically, therefore, the president of Food has told its buyers to look abroad for product. Food's buyer has identified the foreign company Chickens-R-Us *(CRU)* as a potential

supplier. Food is experienced at importation, but has never imported from the country where CRU is located and does not have any employees residing there.

Chickens-R-Us is an agribusiness raising chickens. It can just meet its current sales, but it is contemplating an expansion to increase its flock. The size of the expansion will depend upon the likely market and available financing. Expansion will not be possible until 1 June. CRU has been injured in the past regarding foreign sales, thus it does not want to take any responsibility for customs, taxes, or processing export forms.

Negotiation Instructions for Food Corp

The president has informed you that he is willing to settle for the following terms:

Price:	US$1.00-US$1.50 per kilo
Term:	1-3 years (Food would prefer the shortest term possible because it believes it can secure domestic supply in the future)
Quantity:	10,000-15,000 kilo per month (Food currently holds a reserve of frozen chicken in its warehouses of 5,000 kilo, but it would prefer not to use this as that would make other transactions very risky)
Shipping:	to be decided
Quality:	Fresh frozen, government inspected, Grade A (suitable: restaurant use)

The president has no legal background and is unaware of any additional legal terms that should prudently be included.

Negotiation Instructions for Chickens-R-Us (CRU)

The president has informed you that he is willing to settle for the following terms:

Price:	€1.00-€1.50 per kilo
Term:	3-5 years (Any term less than 3 years will not allow CRU to get the financing it needs to expand its operations)
Quantity:	up to 10,000 kilo per month from 1 June (CRU can only produce, and cannot guaranty, more than up to 5,000 kilo per month before 1 June)
Shipping:	FOB domestic port
Quality:	Fresh frozen, government inspected, Grade A (suitable: restaurant use)

The president has no legal background and is unaware of any additional legal terms that should prudently be included.

APPENDIX C

ANU-AGU INTERNATIONAL NEGOTIATION PROJECT

New Development

President Eizumi and President Anderson have approved the contracts and are very pleased with the terms negotiated. Both Food and CRU have operated smoothly under the terms for one year. Unfortunately, a grain virus has spread worldwide resulting in chicken feed import bans. CRU's home country has not been infected, but the cost of chicken feed has increased by 200%. As a result, CRU can no longer cover its expenses at the contract rate. Further, the spot rate for Grade A chicken has risen to £1.50/kilo. Simply stated, if CRU performs at the contract rate it will lose

money and it can make significantly more money in the spot market. Of course, there is the significant risk that a cure for the grain virus might be found in the next 12 months and stock-piled chicken feed will flood the market making chicken prices collapse. Given this situation, CRU initiates a video conference with Food to discuss the situation.

New Negotiation Instructions for CRU

Relationship and Resolution:	You are happy with the relationship to date. You do not want to break the contract if at all possible and would like to resolve this problem amicably. However, you are not willing to perform below your costs and if necessary you will sell your product on the spot market.
Current Costs:	US$2.00/kilo for Grade A chicken.
Quantity:	You are happy with the current production level, but could increase quantity to 15,000 kilos per month if absolutely necessary.
Term:	You wish to extend the term of the contract by two years, if you can secure an increase in price.

New Negotiation Instructions for Food

Relationship and Resolution:	You are happy with the relationship to date. You understand CRU's problem and would like to resolve the problem amicably. However, you believe a contract should be upheld. Further, though you might consider renegotiation, any increase in the contract terms decreases your personal bonus, and the president will not agree to new terms above your break-even cost. You are not afraid to litigate/arbitrate/mediate if necessary.
Break-even cost:	€2.00/kilo for Grade A chicken.
Quantity:	You would prefer to increase quantity to 15,000 kilos per month.
Term:	You do not wish to extend the term of the contract unless absolutely necessary.

APPENDIX D

ANU ASSESSMENT STATEMENT

International Negotiation Project

This year a few students in this class, likely 9, may elect to participate in an International Negotiation Project in lieu of the News Assignment. The International Negotiation Project is a pilot project to assess the possibility of incorporating this component as a required aspect of this class in future years or as an independent course.

The International Negotiation Project will be run jointly with Aoyama Gakuin University (AGU) Law School in Tokyo. It involves four satellite [sic] video conference negotiation sessions between three ANU teams (likely of 3 members per team) and three AGU teams. A problem will be set; the teams will negotiate a contract over the first two sessions; and then resolve a dispute over the second two sessions. In addition, the teams may negotiate via email as much as necessary. The objectives are (1) to simulate "real-world" cross-border negotiation; (2) to experiment with how new technologies are impacting legal relationships; and (3) to develop negotiation, drafting, and cross-border legal skills.

The assessment for this Project will be based on (1) active participation in the negotiations (ie, attending, contributing to oral and written negotiations, and assisting in drafting); (2) evidence of this participation (*eg*, submission of all email or other negotiation communications); (3) submission of the final contract and dispute resolution agreement (*eg,* your cooperative agreements should be no longer, and perhaps shorter, than 5 pages); and (4) a brief (one page, double spaced) comment on the experience. All submissions will be marked, firstly, on level of participation and critical engagement with the project, and secondly, on the quality of the results of the negotiation (*ie*, clarity of the final agreements, the desirability of the final terms achieved, and the coverage of legal issues in the documentation). All materials will be due the Friday of Week 12 (28 May) by 4.00 pm.

APPENDIX E

ANU-AGU INTERNATIONAL NEGOTIATION PROJECT 2004

Summary of Results

Term	**English Team**	**Mixed Team**	**Japanese Team**
Original Price	US$1.00 with renegotiation every 3 months up to $1.40; and May 2004 at $1.50	US$1.50 from June, $2.50 for May 2004	US$1.50
Original Term	18 months	3 years	2 years
Original Quantity	15,000 kilos/month, with 10,000 for May 2004	10,000 kilos/month, with 8,000 kilos for May 2004	10,000 kilos/month, with introduction to other seller for May 2004
Choice of Law/Forum	no applicable law chosen, arbitration in Tokyo in English	Australian law, arbitration/conciliation anywhere jurisdiction	Japanese law, Japanese jurisdiction
General Response to Shock	early termination with minor price concession	renegotiation with price concession	renegotiation with extension of term and price concession
Renegotiated Price	$1.20 for May-July 2005, $1.65 for July 2005	$2.15	$2.40
Renegotiated Term	early termination on August 2004	no extension of term	extend 3 years for total term 4 years
Renegotiated Quantity	15,000 kilos/month for May-July 2005, 10,000 kilos/month for July 2005	15,000 kilos/month	15,000 kilos/month

ZUSAMMENFASSUNG

Der Artikel berichtet über ein Unterrichts-Pilotprojekt, das im Jahre 2004 unter Beteiligung der Australian National University und der Aoyama Gakuin University durchgeführt wurde. Bei diesem Projekt nahmen Jurastudenten beider Universitäten an simulierten Vertragsverhandlungen zwischen einem australischen und einem japanischen Unternehmen teil, die über eine Videokonferenzschaltung abgehalten wurden. Auf beiden Seiten wurden jeweils drei Verhandlungsteams gebildet. Außerhalb der Videokonferenzen konnten sich die einzelnen Teams mit ihrem jeweiligen Partnerteam auf der anderen Seite per E-Mail austauschen und so die Verhandlungen vorbereiten. Durch Initiierung einer „Störung" während der Vertragslaufzeit (unerwarteter erheblicher Anstieg der Produktionskosten auf einer Seite) wurde die Fähigkeit der Studententeams getestet, sich auf die geänderten Rahmenbedingungen einzustellen und die Vertragsbeziehung anzupassen. Ein Hauptziel des Artikels ist es, die bei dem Projekt gemachten Erfahrungen vorzustellen und Personen, die an der Durchführung ähnlicher gemeinsamer Unterrichtsprojekte interessiert sind, darüber zu informieren, welche Aspekte bei der Durchführung einer solchen Veranstaltung zu bedenken sind, mit was für Schwierigkeiten dabei zu rechnen ist und welche Vorteile derartige Kooperationsprojekte in der Ausbildung von Jurastudenten bieten.

Im Rahmen des Projektes wurden die von den Veranstaltern eines früheren ähnlichen Projekts zwischen der University of Washington und der University of Tokyo aufgestellten Hypothesen überprüft. So testeten die Veranstalter, ob ein im Umfang jeweils kleineres Projekt getrennt voneinander in verschiedenen Kursen mit jeweils einem etwas anderen Thema durchführbar ist (1), ferner, ob ein weniger auf nationale Bedingungen abgestimmtes Szenario ein konstruktiveres Arbeitsumfeld für angehende international tätige Juristen bietet (2) und schließlich, ob es einen Unterschied macht, welche der beteiligten Sprachen zur Verhandlungssprache gemacht wurde, bzw. ob es vorteilhaft ist, wenn beide Sprachen nebeneinander verwendet werden können (3). Die Autoren des Artikels werben angesichts des ernormen Nutzens in der Ausbildung von Jurastudenten nachdrücklich für die Durchführung weiterer ähnlicher Kooperationsprojekte auch an anderen Universitäten.

(Deutsche Übersetzung durch die Redaktion)