

**Jack M. Graves**  
**Teaching Professor**

**Books**

LEARNING CONTRACTS (3d ed. 2021).

LEARNING CONTRACTS (2d ed. 2019).

THE ABCS OF THE CISG (2013).

INTERNATIONAL SALES LAW & ARBITRATION: PROBLEMS, CASES & COMMENTARY (*with J. Morrissey*) (2008).

**Book Chapters**

*Court Litigation over Arbitration Agreements: Is it Time for a New Default Rule?* in, INTERACTION BETWEEN INTERNATIONAL ARBITRATION AND NATIONAL COURTS (2015).

*Competence-Competence and Separability: American Style* (*with Yelena Davydan*) in, INTERNATIONAL ARBITRATION AND INTERNATIONAL COMMERCIAL LAW: SYNERGY, CONVERGENCE AND EVOLUTION (2011).

**Law Review and Other Scholarly Articles**

*Leveraging Technology for More Cost-Effective Arbitration of Cross-Border Commercial Disputes: An Introduction to the Range of Possibilities with a Focus on MSMEs*, 1 J. TECH. INT'L ARB. 35 (2015).

*Fiduciary Duties of LLC Managers: Are They Subject to Prospective Waiver under the New York LLC Statute?* (*with Yelena Davydan*), 31 TOURO L. REV. 439 (2015).

*Penalty Clauses as Remedies: Exploring Comparative Approaches to Enforceability*, 29 TOURO L. REV. 681 (2013).

*An Essay on Rebuilding and Renewal in American Legal Education*, 29 TOURO L. REV. 375 (2013).

*Penalty Clauses and the CISG*, 30 J. L. & COMM. 153 (2012).

*Court Litigation over Arbitration Agreements: Is it Time for a New Default Rule?* 23 AM. REV. INT'L ARB. 113 (2012).

*CISG Article 6 and Issues of Formation: The Problem of Circularity*, 2011 ANNALS FAC. L. BELGRADE INT'L ED. 124 (2011), reprinted in 15 VINDOBONA J. INT'L COM. L & ARB. 105 (2011).

*Arbitration as Contract: The Need for a Fully Developed and Comprehensive Set of Statutory Default Legal Rules*, 2 WM. & MARY BUS. L. REV. 225 (2011).

*ICA and the Writing Requirement: Following Modern Trends Towards Liberalization or Are We Stuck in 1958?* 2009 ANNALS FAC. L. BELGRADE INT'L ED. 36 (2009).

*The Willem C. Vis International Commercial Arbitration Moot: Making the Most of an Extraordinary Educational Opportunity* (with Stephanie Vaughan), 10 VINDOBONA J. INT'L COM. L. & ARB. 173 (2006).

*Party Autonomy in Choice of Commercial Law: The Failure of Revised U.C.C. § 1-301 and a Proposal for Broader Reform*, 36 SETON HALL L. REV. 59 (2005).

*Course of Performance as Evidence of Intent or Waiver: A Meaningful Preference for the Latter and Implications for Newly Broadened Use under Revised U.C.C. § 1-303*, 52 DRAKE L. REV. 235 (2004).

### **Reports, News and Commentary**

*Educating Tomorrow's Lawyer for Digital Success* (with Patricia Salkin), N.Y.L.J., (August 17, 2015) <https://www.law.com/newyorklawjournal/almID/1202734593391/Educating-Tomorrows-Lawyer-for-Digital-Success/?slreturn=20150907161336>

*A More Cost-Effective Model for Legal Education*, 85 N.Y. ST. B.A.J. 17 (2013).