



A LEGAL FRAMEWORK FOR EMERGING BUSINESS MODELS

Dynamic Networks as
Collaborative Contracts

Emily M. Weitzenboeck

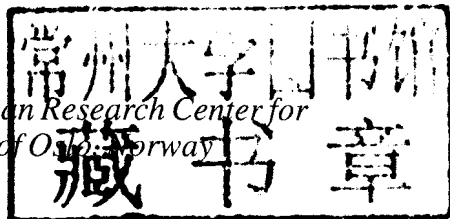
Corporations, Globalisation and the Law

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Emily M. Weitzenboeck

*Postdoctoral Scholar, Norwegian Research Center for
Computers & Law, University of Oslo, Norway*



CORPORATIONS, GLOBALISATION AND THE LAW

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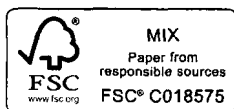
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Preface

My interest in networks was sparked in 1999 when, upon moving to Norway, I began research at the University of Oslo in the EU-funded MARVIN project which looked at maritime virtual enterprise networks. This was followed by other research projects on IT-enabled networks such as ALIVE, ECLIP and my doctoral studies. I was fortunate to write this book at that most excellent of research centres, the Norwegian Research Center for Computers and Law (NRCCL), University of Oslo, Norway which is affiliated to the Institute of Private Law.

Writing this book has been one exciting journey and I have been privileged to meet many outstanding and generous scholars along the way. I am indebted to Associate Professor Lee A. Bygrave, who painstakingly read various drafts of this work, for his insightful, incisive and at times provoking comments. Professor Knut Kaasen also read and critically commented on various drafts and shared many valuable insights on Norwegian law from his vast professional experience.

Another brilliant and generous individual is Professor Jon Bing, who welcomed me warmly to the NRCCL family and was always ready to provide a new perspective to this subject. Jon is a constant inspiration. Professor Dag Wiese Schartum, Director of the NRCCL, and Professor Ole-Andreas Rognstad who was Chair of the Institute of Private Law during my research, have been most supportive. As has Professor Olav Torvund, who was NRCCL Director when I started.

Another genial individual who has been a constant source of support is Professor Erik Røsæg, who mentored me throughout my research. Erik was always willing to lend an ear to my alternating highs and lows throughout this period and to provide sound advice.

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The warm and congenial atmosphere at the NRCCL has made the long hours researching and writing this book there less lonely. As has the camaraderie of the other research scholars, in particular Tobias Mahler and Maryke Silalahi Nuth. Heartfelt thanks also to the administrative staff for their support: Eva Modvar, Eva Dobos, Gro Halvorsen and Siri Eriksen. Special thanks go to the librarians at the Faculty of Law, in particular the NRCCL's resourceful Anne Gunn Bekken who has always done her utmost to help me locate the most obscure reference.

I am also indebted to my thesis examiners – Professor Giuditta Cordero-Moss (University of Oslo), Professor Ernst Nordtveit (University of Bergen) and Professor Juha Karhu (University of Rovaniemi) – for valuable comments which I have sought to integrate in this book.

A special thanks also goes to all my contacts in the dynamic networks that served as the case studies for this work, for providing me with copies of the legal documents that they use to regulate their networks. I am grateful for the insight they shared on how such networks operate, both technically and commercially. I thank, in particular, Ing. Roberto Santoro and Ing. Marco Conte from ESoCE-NET, the European Society for Concurrent Enterprising Network, for our many interesting discussions during the ALIVE project on how virtual enterprises are set up and run in practice.

I am forever indebted to Professor Joseph A. Cannataci, for nurturing in me the joy of research in law, in particular information technology law, during my undergraduate studies at the University of Malta, and for his unstinting friendship and support.

I am also grateful to Dr. Richard Camilleri, Professor Andrew Muscat, Dr. David Tonna and Dr. Franco Vassallo, partners at Mamo TCV Advocates in Malta, where I practised commercial law before I moved to Norway. I learnt much about the ins and outs of contract and commercial law from them, in particular Richard and Andrew, who also taught me commercial law at the University of Malta. *Grazzi immens.*

Last but not least, I would like to thank my family for their constant support and encouragement: my parents, Thomas and Jane Camilleri; my brothers Antoine and Noel Camilleri; my parents-in-law Hans and Margot Weitzenböck, my husband Jan and our children Thomas and Jon Erik. Jan was always there, supporting, encouraging and cheering me all the way. To Jan, Thomas and Jon Erik, I dedicate this book.

This law in this book is stated as known to me on 1 March 2012.

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