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**QUESTION 2**

‘force majeure’ has been defined in Black’s Law Dictionary, as ‘an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.’

Force majeure clauses are provisions in contracts that either defer or release parties from contractual obligations due to specific circumstances beyond the control of the breaching party.  Such clauses allocate the risks of certain unforeseeable events that might result in a party’s nonperformance and each case is (or at least should be) highly tailored to the nature of the transaction. Qualifying events that constitute force majeure, the contractual obligations to which the clause is applicable, as well as the rights and obligations of the parties upon the occurrence of such an event to invoke a force majeure defense, are specifically defined in and limited by the agreed-upon terms of the force majeure clause.  Some common examples of what might constitute force majeure include acts of God, war, riots, strikes, labor disputes, casualty, terrorism, civil commotion, earthquakes, floods, shortages of, delays in obtaining or an inability to obtain labor, utilities or materials, and generally any event beyond the control of the relevant party.

Simply **Force majeure** is a common clause in [contracts](https://en.wikipedia.org/wiki/Contract%22%20%5Co%20%22Contract) that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a [war](https://en.wikipedia.org/wiki/War%22%20%5Co%20%22War), [strike](https://en.wikipedia.org/wiki/Strike_action), [riot](https://en.wikipedia.org/wiki/Riot), crime, [epidemic](https://en.wikipedia.org/wiki/Epidemic%22%20%5Co%20%22Epidemic) or an event described by the legal term *[act of God](https://en.wikipedia.org/wiki/Act_of_God%22%20%5Co%20%22Act%20of%20God)*, prevents one or both parties from fulfilling their obligations under the contract. In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure.

Force majeure is generally intended to include occurrences beyond the reasonable control of a party, and therefore would ***not*** cover:

* effect on the ability of such party to perform its obligations
* Any result of the usual and natural consequences of external forces.

As a Biomedical Engineer Force majeure can be applied through

1. COVID 19 situation: during this pandemic, if an agreement has been made to deliver certain equipment at a particular date, the force majeure can be applied in this situation.
2. National Lockdown: if a contract is made with a shipping company like DHL to ship a particular Reagent from a company in another country, force majeure can be excised because of the natural disaster (called COVID 19).