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TRANSLATION OF OFFICIAL DOCUMENTS

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Навчальний посібник «Переклад офіційних паперів» розроблений для студентів старших курсів факультету іноземних мов, які паралельно вивчають англійську і китайську мови. Навчальний курс побудований на професійно-орієнтованому матеріалі та охоплює актуальні питання в галузі перекладознавства (класифікація документів; проблеми перекладу автобіографій, дипломів, довідок, свідоцтв, сертифікатів, контрактів, угод, меморандумів та інших типів документів з англійської та китайської мов на рідну і навпаки). Вправи для практичних занять відображають тематичний матеріал навчального курсу. Набуті студентами знання і навички перекладу офіційно-ділового дискурсу можуть прислужитися їм у професійній діяльності.

Навчальний посібник розроблено співробітниками кафедри перекладу і теоретичної та прикладної лінгвістики Державного закладу «Південноукраїнський національний педагогічний університет імені К. Д. Ушинського» доктором філологічних наук, професором Корольовою Тетяною Михайлівною, кандидатом педагогічних наук, доцентом Поповою Олександрою Володимирівною та кандидатом психологічних наук, доцентом Дін Сінем.

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TRANSLATION OF OFFICIAL DOCUMENTS

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PREFACE

The present textbook is targeted to the audience of students majoring in Translation (who study simultaneously the English and Chinese languages). It is aimed at training future interpreters in the translation of official business documents and can be treated as supplementary material to the basic course of English and Chinese. The main purpose of this textbook is to lay the foundation of the correct comprehension of the document content (its compositional structure, lexical and grammatical peculiarities of the text frames) as well as its adequate translation.

The content of the textbook meets the requirements of the curricula of Theory and Practice of Translation worked out by The Ministry of Education and Science of Ukraine intended for the students of higher educational institutions of Ukraine.

The book provides the mastering of common and professional lexicon comprising about 5000 lexical units, in the field of diplomacy, economy, business and jurisprudence in particular. The themes include acute items on the translation of official business documents: their lexical and grammatical aspects (translation of diplomatic, personal and commercial documents). The theoretical approaches to translation used in the textbook are based on the most widely accepted modern translation theories, both European and those of the former Soviet Union.

The textbook includes practical tasks which are systemically organized in accordance with the themes of the theoretical material.

The material presented in the textbook is calculated for 72 classroom work hours. The structure of the textbook presupposes 9 (nine) theoretical and 9 (nine) practical units.

The authors hope that the translation and interpretation skills, obtained by students after completing this course, can be of great use in their professional activity.

Theme I. Official business style

I. Substyles of official business style

II. Features common to official business style

I. Substyles of official business style

The style of official documents is represented by the following substyles depending on their specific sphere of use:

- *diplomatic*;
- *juridical*;
- *office and business style*.

Galperin I. R [7] singles out these variants:

- the language of business documents [31];
- the language of legal documents;
- the language of diplomacy;
- the language of military documents.

The style of *diplomacy* is used within the sphere of international communication. It is characterized by emphasized respect, tolerance, standard forms of the beginning and end of a document. Its main genres are: *note, communiqué, agreement, memorandum, convention*.

The *juridical* substyle (=the style of legal documents) is manifested by these documents: *decree, law, code, regulations*. These documents refer to the highest state level; juridical competence being obligatory for all representatives of public life. The language of law is characterized by generalization and compositional expressiveness which correlates to maximally precise formulation, absence of connotation according to the regulations between juridical and natural persons.

The sphere of the *office and business substyle* (=administrative and office substyle) covers documents of everyday official life: applications, certificates, references, powers of attorney, autobiography, orders, instructions, acts, etc.

Some linguists single out the style of *office correspondence*. Its main genre is the office letter which presupposes keeping to certain requirements: precision

and particular structure.

Nowadays official business style serves practically all spheres of public, political and economic life of a state: legislative, diplomatic, juridical, bank, industrial, big, middle-size and small business.

Official business style called 公文語體 (事務語體) *gōngwén yǔtǐ (shìwù yǔtǐ)* in Chinese is one of the functional styles of the modern Chinese language. It is included into the group of the written bookish styles. In China it is aimed at presenting the information concerning the items of business communication as well as attaining agreement on legal issues.

This style serves the Chinese people's business practice. They use official business style to draw up legislative acts, executive orders, regulations, directions, international legal and trade agreements. The style manifests itself when making up business letters, applications and various office memoranda.

II. Features common to official business style.

“*Official business style*” is manifested in the sphere of business affairs and communication at the official level correspondingly. It accumulates the peculiarities of the bookish / literary functional and stylistic sphere by far the most than any other style due to its tendency towards exactness, norms, standardization, which facilitates favourable terms of the State Apparatus functioning, manufacturing process and documentation keeping. A great range of documents circulating between establishments and organizations, the rate of their processing make the introduction of individual elements of “the author” (as well as translator) impossible into the style of official documents. The main common requirements to the texts of this style are: exactness, preciseness and laconic brevity of the information transfer, which presupposes no figurativeness, but confirmed proofs, precise inner textual structure, adherence to the formal requirements to documents drafting (standards). From the view-point of linguistics, the peculiar features common to all stylistic varieties of official documents are the following:

- 1) the use of neutral words in their logical dictionary meaning (expressing neither emotiveness nor figurativeness);
- 2) the use of specialized terminology, (public and political, professional and industrial, scientific, book-keeping / account).;
- 3) the use of abbreviations, conventional symbols and contractions which are to be decoded (see special addenda in dictionaries);
- 4) the use of verbal nouns: *decision, agreement, requirement*, etc.;
- 5) the use of the nouns specifying people by the indications of their actions or relations with the other person: *witness, agent, client, executor, plaintiff*, etc.
- 6) regular use of "chain" word combinations comprising Participial constructions. They reflect types of dependence between people, objects and phenomena: *the designated liaison officers for this Memorandum of Understanding, both parties striving to reach an amicable settlement, all disputes and/or controversy related to the matters arising from this Agreement*.
- 7) the use of set Attributive-and-Nominal expressions (*general scope of the Agreement, Manning Agreement*) and Verbal-and-Nominal word combinations (*to facilitate the educational exchange of students, to exercise the above right*, etc.);
- 8) the use of compound prepositions: *in accordance with, in order to, in connection with*, etc.;
- 9) the use mainly of simple sentences complicated by homogeneous parts of the sentence (subjects, predicates, objects). Compound and complex sentences can be also found in the texts of official documents (mainly not complicated);
- 10) the use of syntactical parallelism – sentence organization according to one and the same pattern in order to make information perception easier;
- 11) translation of one-word predicates (or Verb+Noun combinations) from English into Ukrainian using the analytical (split) ones: *to take part, participate* (both variants are possible) – *брати участь*, *to control* – *здійснювати контроль* (instead of – *контролювати*).
- 12) verbs used both in the form of the Present and Future Simple Tense are translated into Ukrainian in the present tense:

The Agent agrees to perform his obligations and services in accordance with the provisions in Article III of this Agreement.	Агент погоджується виконувати свої обов'язки та послуги згідно з умовами Статті III цієї Угоди.
--	---

The use of *shall/will* + *Verb* has a modal meaning of obligation to fulfill this or that requirement:

We will use all reasonable endeavours to enable the accuracy and reliability of the Services.	Ми зобов'язуємось здійснювати всі резонні спроби для забезпечення точності й надійності Послуг.
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Lexical and grammatical structures of sentences in official documents signal about dual nature of the contents: terms, conditions, and agreement to fulfill them (mainly in agreements, contracts and memoranda of understanding).

13) the use of lexical negation instead of the grammatical one:

The Agent shall be under no responsibility or liability for failure to perform the Manning Agreement by reason of Force Majeure.	Агент звільняється від відповідальності за невиконання обов'язків за цією Угодою про Найм на Роботу, у випадку якщо це невиконання зумовлено обставинами непереборної сили.
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Translators need special training in the sphere of official documents translation. The abovementioned features are to be taken into account while elaborating practical exercises (see *Practical tasks*).

Theme II. Types of documents

I. Classification of documents

II. Common features of documents

III. Requisites of documents

I. Classification of documents.

The main constituent of the official business style is the “*document*” characterized by strict sequence of information transfer. The Advanced Learner’s Dictionary of Current English gives the following definition to the word “*document*”:

*Something written or printed, esp. when it gives information and can be used as evidence. Birth, marriage and death certificates are documents. **human document**, a number of facts or incidents that illustrate human nature. – vt. Prove by documents, supply with documents.*

Documents are of great legal importance since they certify true facts. They are also used as sources of information. In administrative activities the document serves both as the subject matter and the result of work. Among classification signs of the document the most significant one is its content (including the connection of the information fixed in it with the subject or specificity of activities. This idea is substantiated by A. P. Zagnitko [10] who differentiates the following types of documents depending on classification signs and groups (see *Table 1*).

Table 1

Types of documents depending on classification signs and groups

№	classification signs	Groups of documents
1	2	3
1	<i>name</i>	<i>Application, letter, telegram, certificate, instruction, office memorandum, minutes and others.</i>
2	<i>origin</i>	<i>Office and personal. Office documents are composed by organizations, enterprises or official persons who represent them. They are officially registered in prescribed manner. Personal documents are drawn up by separate individuals beyond the sphere of their office</i>

		activity or exercise of public and civil obligations.
3	<i>place of issue</i>	<i>Internal, external.</i> To <i>internal</i> documents one can refer the ones operating only within an organization, enterprise or establishment of their issue. To <i>external</i> documents one can refer the ones that are the results of negotiations held between establishments or organizations.
4	<i>purpose</i>	<i>Organizing, instructive, informational, regular, inquiry-informational, accounting-financial, economic-contractual.</i>
5	<i>direction</i>	<i>In-coming, out-coming.</i> <i>In-coming</i> documents are the documents entered from without to be considered and exercised. <i>Out-coming</i> documents are the documents which are sent to other establishments and institutions.
6	<i>form</i>	<i>Standard and individual (non-standard).</i> <i>Standard</i> documents have a similar form and they are filled in in strict sequence and according to obligatory rules (<i>standard letters, instructions, regulations, clauses</i>). <i>Individual</i> documents are composed in each individual case in order to solve specific situations. They are printed or written in hand (<i>minutes, orders, applications</i>).
7	<i>period of exercise</i>	<i>Ordinary (without time-limit), urgent, top-urgent.</i> <i>Ordinary (without time-limit)</i> documents are the ones exercised in terms of a common turn, the order of their exercise is not marked by any law. <i>Urgent</i> documents are characterized by immediate exercise or exercise within some definite period. To these documents one can refer <i>telegrams, telephoned telegrams</i> (urgency of delivering). To the <i>top-urgent</i> documents we refer the documents marked “ <i>top-urgent</i> ”.
8	<i>degree of publicity</i>	<i>For common use, for office use, secret, top-secret.</i> There is a special seal of secrecy in the upper right-hand corner of secret or top-secret documents. One who divulges the content of these documents carries criminal amenability for it.
9	<i>stages of composing</i>	<i>Bills, originals, copies.</i> <i>Bills</i> are under the process of authors’ work, they undergo office and legal investigation. <i>Original</i> is the main type of a document, its first and the only copy. It has a signature of the chief of an establishment and in case of necessity it is witnessed (certified) by a stamp or a seal. <i>Copy</i> is the true reproduction of the original. It is always marked by the sign “ <i>copy</i> ” in the upper right-hand corner. The varieties of the copy are <i>issue, extract, duplicate.</i> <i>Issue</i> is a full copy of the document delivered from an establishment

		(the sender) and kept there. When one needs only a part of a document, he/she makes an <i>excerpt</i> . <i>Duplicate</i> is the other copy of a document issued if the original is lost. In juridical terms <i>Original</i> and <i>Duplicate</i> are of equal value.
10	complication (<i>quantity of issues</i>)	<i>Simple, complex. Simple</i> documents cover one item, <i>complex</i> – several, which in great extent complicates their processing, exercise and saving.
11	period of keeping	Of <i>temporary</i> (within 10 years), <i>long-term</i> (over 10 years), <i>permanent</i> keeping.
12	techniques of production	<i>In hand, made by technical means</i>
13	bearer of information	<i>On paper, disk, photo film, magnetic tape, punched tape, diskette, software</i>

II. Common features of documents.

There are obligatory attributes of any document which we should take into account both while composing documents and while translating them. These features are suggested by I. G. Danilyuk [10]:

- 1) **Authenticity** (represented facts reflect the real state of affairs);
- 2) **Precision** (information cannot be interpreted in any way; neither double nature nor vague commentary of the text are accepted);
- 3) **Logicity** (information is logically organized, without any contradictions; the text contains only necessary information);
- 4) **Laconic brevity** (neither surplus space nor excessive text interpretation is acceptable);
- 5) **Argumentation and conviction** (regulations, proposals and petitions are properly grounded, they convince the addressee in sufficient extent to take a proper decision);
- 6) **Emotional neutrality without any manifestation of individual peculiarities of the author's style;**
- 7) **Results prediction** (planned consequences that may occur at the end of a document operation, strict conception of its effectiveness);
- 8) **Structural and compositional preciseness** (the structure of a document presupposes a definite plan: introduction, argumentation, summing up. The

main part of a document presents regulations (petition, proposal, and requirement) on the basis of which this agreement is composed.);

9) **Information simplicity** (true facts are performed in a simple way, without primitivism);

10) **Correspondence to the norms and requirements of the official and business communication** (the use of emotionally neutral morphemes, words or word combinations; the use of words in their logical dictionary meaning; nouns are used instead of personal pronouns; information is presented on behalf of the third person singular; absence of subjectivism in the text).

III. Requisites of documents.

Each document as a unity is the aggregate of particular constituents called *requisites* which can be both permanent and temporary. *Permanent* requisites are printed in the document blank, *temporary* ones are fixed on the blank during the process of its filling-in.

The aggregate of requisites placed in a fixed order is called “*формуляр*” in Ukrainian, in English this kind of document organization is called *form* (a document with spaces (fields) to to be filled in or marked, for a series of documents similar contents are typical):

Fill in the form and show your
certificates witnessed by the attorney.

Заповніть цей формуляр і надайте
ваші довідки, засвідчені нотаріусом.

A sheet of paper with written requisites containing the permanent information is called *form/blank* (equivalent of the Ukrainian term «*бланк*»). Each establishment, organization, enterprise must have two types of *forms/blanks*: **a)** for *letters*; **b)** for other *documents*.

A group of requisites and their permanent constituents performed on the document *form/blank* as a block are called *stamp*. State standards stipulate *corner- or oblong-shaped* stamp form.

Oblong-shaped stamp form is preferable when the name of an establishment consists of a great many words and cannot be put on the stamp place (that is - there

isn't any space for it). A blank with the *corner-shaped* stamp form is more preferable since it is possible to fill in the requisites: "address", "a special seal of secrecy/document access", "a special seal of endorsement", "resolution" to the right of the stamp, on free space.

The *Form* (its example) contains the following requisites:

- The State Coat of Arms;
- The Emblem of an organization / enterprise;
- The State Awards;
- The code of an organization, an enterprise, an establishment;
- The code of the document form;
- The name of Ministry, committee or department an establishment is subjected to;
- The full name of an establishment, an organization or an enterprise – the author of a document;
- The name of a structural subdivision;
- Post-code of a post office, post and telegraphic address, telephone number, fax, number of a bank account;
- The name of a document;
- Date;
- Index;
- Reference to the index and date of the in-coming document;
- Place of issue;
- Special seal of secrecy/document access;
- Addressee;
- Seal of ratification;
- Resolution;
- The title of the text;
- Control mark;
- The text (the body of a document);
- Enclosure Mark;

- Signature;
- Special seal of agreement;
- Visa;
- Seal;
- The witness mark of a copy;
- The executors names and surnames, their telephone numbers;
- The exercise mark of a document and its adherence to the case;
- Machine bearer mark;
- The dwelling mark.

The lexical and grammatical peculiarities of official documents alongside with the ways of their translation are to be considered in the further thematic units.

Theme III. Social and political documents

I. General notes on the social and political documents

II. Lexical and grammatic peculiarities of the social and political documents; translation techniques

III. Peculiarities of the Chinese social and political documents

I. General notes on social and political documents

The socio-political sphere covers the events concerned with or related to people living together in a community alongside with the state (or its government) or public affairs in general. The international and public relations are usually officially regulated by means of various directives, the content of which being based on a diplomatic and/or a juridical document.

The international level of these relations is represented by a diplomatic document [The Great Soviet Encyclopedia, 3rd Edition (1970-1979). – © 2010 The Gale Group, Inc.], a written text presented or sent by the organs of foreign relations of one state to the organs of foreign relations of another state. The most widely used diplomatic documents are the *note*, *memorandum*, *official letter*, and *aide-mémoire* (= note pro-memoria).

A note is a diplomatic document by means of which a government can state rights or claims or protest against an illegal act or acts by other governments and in addition can conclude an agreement (in the latter case the agreement is set forth in the note of one party and is repeated in the return note of the other). Like other formal diplomatic documents, notes do not necessarily have to deal with direct agreements or protests – they may be of a purely informational character; nevertheless, they have certain juridical importance: a fact stated in a note in specific wording expresses the official view-point of a certain government.

Lately joint notes have been encountered (written statements addressed jointly by representatives of several states to a single state on a single issue). A joint note is usually solemn in nature and presupposes close relations between the states

which signed it: several governments address notes of the same contents to the government of a given state. In some cases a government may send identical notes to three or four parties to an agreement.

The following example illustrates a kind of a joint verbal note signed by Ukraine, Moldova and the European Commission on the issues of the duration of the European Commission Border Assistance Mission. Analyse the Ukrainian and English versions of the document.

Угода

(у формі обміну нотами) про продовження мандату Місії Європейської Комісії з надання допомоги в питаннях кордону Україні та Республіці Молдова

МІНІСТЕРСТВО ЗАКОРДОННИХ СПРАВ УКРАЇНИ

N 640/23-011-1752

Міністерство Закордонних Справ України засвідчує свою повагу Міністерству Закордонних Справ та Європейській Інтеграції Республіки Молдова і має честь повідомити про отримання ноти Міністерства Закордонних Справ та Європейської Інтеграції Республіки Молдова від 5 лютого 2007 року N DM 06/1-2243 такого змісту:

«Міністерство Закордонних Справ та Європейської Інтеграції Республіки Молдова засвідчує свою повагу Міністерству Закордонних Справ України і, відповідно до Меморандуму про взаєморозуміння між Європейською Комісією, Урядом Республіки Молдова та Урядом України ([998_235](#)) щодо Місії Європейської Комісії з надання допомоги в питаннях кордону Республіці Молдова та Україні, має честь повідомити таке.

Міністерство Закордонних Справ та Європейської Інтеграції, від імені Уряду Республіки Молдова, відповідно до ч. 7, ст. II згаданого Меморандуму ([998_235](#)), має честь запропонувати продовжити мандат Місії з надання допомоги у питаннях кордону на наступні 24 місяці, починаючи з 1 грудня 2007 року.

Міністерство Закордонних Справ та Європейської Інтеграції пропонує, щоб ця нота та ноти-відповіді Української Сторони та Європейської Комісії склали Угоду між Сторонами Меморандуму про взаєморозуміння ([998_235](#)) щодо продовження мандату Місії з надання допомоги у питаннях кордону на наступні 24 місяці, починаючи з 1 грудня 2007 року».

Міністерство Закордонних Справ України від імені Уряду України має честь підтвердити, що нота Міністерства Закордонних Справ та Європейської Інтеграції Республіки Молдова від 5 лютого 2007 року N DM 06/1-2243, ця

нота-відповідь на неї та відповідна нота-відповідь Європейської Комісії становитимуть Угоду про продовження мандату Місії Європейської Комісії з надання допомоги в питаннях кордону Україні та Республіці Молдова на наступні 24 місяці, починаючи з 1 грудня 2007 року, відповідно до 1 грудня 2009 року, яка набуде чинності з дати останньої ноти-відповіді.

Міністерство Закордонних Справ України користується цією нагодою, щоб поновити Міністерству Закордонних Справ та Європейської Інтеграції Республіки Молдова запевнення у своїй високій повазі.

м. Київ, 23 квітня 2007 року

Міністерство Закордонних Справ
та Європейської Інтеграції
Республіки Молдова,

м. Кишинів

МІНІСТЕРСТВО ЗАКОРДОННИХ СПРАВ УКРАЇНИ

N 640/23-011-1751

Міністерство Закордонних Справ України засвідчує свою повагу Європейській Комісії і має честь повідомити про отримання ноти Міністерства Закордонних Справ та Європейської Інтеграції Республіки Молдова від 5 лютого 2007 року N DM 06/1-2243 такого змісту:

"Міністерство Закордонних Справ та Європейської Інтеграції Республіки Молдова засвідчує свою повагу Міністерству Закордонних Справ України і, відповідно до Меморандуму про взаєморозуміння між Європейською Комісією, Урядом Республіки Молдова та Урядом України щодо Місії Європейської Комісії з надання допомоги в питаннях кордону Республіці Молдова та Україні (998_235), має честь повідомити таке.

Міністерство Закордонних Справ та Європейської Інтеграції, від імені Уряду Республіки Молдова, відповідно до ч. 7, ст. II згаданого Меморандуму (998_235), має честь запропонувати продовжити мандат Місії з надання допомоги у питаннях кордону на наступні 24 місяці, починаючи з 1 грудня 2007 року.

Міністерство Закордонних Справ та Європейської Інтеграції пропонує, щоб ця нота та ноти-відповіді Української Сторони та Європейської Комісії склали Угоду між Сторонами Меморандуму про взаєморозуміння (998_235) щодо продовження мандату Місії з надання допомоги у питаннях кордону на наступні 24 місяці, починаючи з 1 грудня 2007 року".

Міністерство Закордонних Справ України від імені Уряду України має честь підтвердити, що нота Міністерства Закордонних Справ та Європейської

Інтеграції Республіки Молдова від 5 лютого 2007 року N DM 06/1-2243, ця нота-відповідь на неї та відповідна нота-відповідь Європейської Комісії становитимуть Угоду про продовження мандату Місії Європейської Комісії з надання допомоги в питаннях кордону Україні та Республіці Молдова на наступні 24 місяці, починаючи з 1 грудня 2007 року, відповідно до 1 грудня 2009 року, яка набуде чинності з дати останньої ноти-відповіді.

Міністерство Закордонних Справ України користується цією нагодою, щоб поновити Європейській Комісії запевнення у своїй високій повазі.

м. Київ, 23 квітня 2007 року
Європейська Комісія
м. Брюссель

Here is the verbal note of the European Commission in this connection:

EUROPEAN COMMISSION
EXTERNAL RELATIONS DIRECTORATE GENERAL

11 may 12007
Brussels,
ER/E2 StS D(2007)
507223

VERBAL NOTE

The European Commission has the honour to refer to the Verbal Note of the Ministry of Foreign Affairs of Ukraine No 640/23-011-1751 of 23 April 2007, the Verbal Note of the Ministry of Foreign Affairs and European Integration of the Republic of Moldova No DM 06 / 1 - 2242 of 5 February 2007, and to the Memorandum of Understanding concluded between the European Commission, the Government of Ukraine and the Government of the Republic of Moldova on the European Commission Border Assistance Mission to the Republic of Moldova and to Ukraine, signed in Palanca on 7 October 2005. In accordance with Article II (7) of the Memorandum of Understanding, the European Commission confirms its agreement to extend the duration of the European Commission Border Assistance Mission for an additional period of 24 months starting from the 1st December 2007.

The European Commission informs the Ministry of Foreign Affairs of Ukraine that an identical Verbal Note has been sent to the Ministry of Foreign Affairs and European Integration of the Republic of Moldova.

The European Commission avails itself of this opportunity to renew to the Government of Ukraine the assurance of its highest consideration.

Ministry of Foreign Affairs of Ukraine

It should be mentioned that a memorandum is more often an addendum to a note. It sets forth in detail the factual aspects of an issue, offers an analysis of some provisions, or contains exceptions to statements of the other side.

When dealing with the documents which specify public regulations, translators are to keep it mind that these kinds of documents have the identical linguistic features of the abovegiven ones. Thus, it is recommended that linguists should use the appropriate translation techniques.

Let us illustrate the principal approach to the translation of official state documents with the help of the translation example (*the Constitution of the United States of America*) into Ukrainian.

<p>Constitution of the United States of America</p> <p>11th March, 1861</p> <p>PREAMBLE</p> <p>We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.</p> <p>ARTICLE. I.</p> <p>Section. 1. All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.</p> <p>Section. 2. 1. The House of Representatives shall be composed of Members chosen every</p>	<p>Конституція Сполучених Штатів Америки</p> <p>11 березня 1861 року</p> <p>ПРЕАМБУЛА</p> <p>Ми, народ Сполучених Штатів, з метою створення досконалого союзу, установити правосуддя, забезпечити внутрішній спокій, запровадити спільну оборону, сприяти загальному добробуту та забезпечити нам і нашим нащадкам блага свободи – видаємо і встановлюємо цю Конституцію для Сполучених Штатів Америки.</p> <p>СТАТТЯ І.</p> <p>Розділ 1. Уся законодавча влада, що надається цим, належить Конгресу Сполучених Штатів, який має складатися із Сенату і Палати представників.</p> <p>Розділ 2. 1. Палата представників має складатися з членів, котрих кожні два</p>
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second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

2. No Person shall be a Representative who shall not have attained to the age of twenty-five Years, and been seven Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State in which he shall be chosen.

3. Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers, which shall be determined by adding to the whole Number of free Persons, including those bound to Service for a Term of Years, and excluding Indians not taxed, three fifths of all other Persons. The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct. The Number of Representatives shall not exceed one for every thirty Thousand, but each State shall have at Least one Representative; and until such enumeration shall be made, the State of New Hampshire shall be entitled to chuse three, Massachusetts eight, Rhode-Island and Providence Plantations one, Connecticut five, New-York six, New Jersey four, Pennsylvania eight, Delaware one, Maryland six, Virginia ten, North Carolina five, South Carolina five, and Georgia three.

роки обиратиме народ окремих штатів; виборці в кожному штаті повинні задовольняти вимоги, встановлені для виборців найчисленнішого представництва законодавчих органів штату.

2. Представником не може обиратися особа, яка не досягла віку двадцяти п'яти років і не була сім років громадянином Сполучених Штатів, а також особа, яка не мешкає у тому штаті, де її обиратимуть.

3. Кількість представників і прями податки мають розподілятися поміж штатами, що увійдуть у цей союз, відповідно до їхнього населення, яка має визначатися додаванням до загальної кількості наявних вільних людей включно з тими, хто відбуває певні терміни служби, за винятком індіанців, які не оподатковуються, трьох п'ятих решти осіб. Фактичний підрахунок має проводитися протягом трьох років після першої сесії Конгресу Сполучених Штатів, а потім кожних наступних десяти років у спосіб, установлений законом. Кількість представників не має перевищувати одного представника на тридцять тисяч мешканців, але кожен штат повинен мати принаймні одного представника. Доки не буде підраховано населення, штат Нью-Гемпшир має право обирати трьох представників, Масачусетс – вісьмох, Род-Айленд і Планації Провіденс – одного, Конектикут – п'ятьох, Нью-Йорк – шістьох, Нью-Джерсі – чотирьох, Пенсильванія – вісьмох, Делавер – одного, Мерленд – шістьох, Вірґінія – десятьох, Північна

<p>4. When vacancies happen in the Representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such Vacancies.</p> <p>5. The House of Representatives shall choose their Speaker and other Officers; and shall have the sole Power of Impeachment.</p> <p>Section. 3.</p> <p>1. The Senate of the United States shall be composed of two Senators from each State, chosen by the Legislature thereof, for six Years; and each Senator shall have one Vote.</p> <p>2. Immediately after they shall be assembled in Consequence of the first Election, they shall be divided as equally as may be into three Classes. The Seats of the Senators of the first Class shall be vacated at the Expiration of the second Year, of the second Class at the Expiration of the fourth Year, and of the third Class at the Expiration of the sixth Year, so that one third may be chosen every second Year; and if Vacancies happen by Resignation, or otherwise, during the Recess of the Legislature of any State, the Executive thereof may make temporary Appointments until the next Meeting of the Legislature, which shall then fill such Vacancies.</p>	<p>Кароліна – п'ятьох, Південна Кароліна – п'ятьох, Джорджія – трьох.</p> <p>4. Якщо у представництві якогось штату звільниться вакансія, то органи виконавчої влади цього штату мають видати наказ про вибори на заступництво цієї вакантної посади.</p> <p>5. Палата представників обирає свого спікера та інших урядовців, і тільки їй належить право переслідувати вищих державних урядовців у суді за процедурою імпічменту.</p> <p>Розділ 3.</p> <p>1. Сенат Сполучених Штатів має складатися з двох сенаторів від кожного штату, обраних законодавчими органами штату на терміном на шість років; кожному сенаторові належить один голос.</p> <p>2. Коли сенатори зберуться після перших виборів, вони мають негайно поділитися на три якомога рівні групи. Сенатори першої групи залишаються на своїх місцях протягом двох років, сенатори другої групи – протягом чотирьох років, і сенатори третьої групи – протягом шести років; таким чином, одна третина сенаторів переобиратиметься кожні два роки; якщо у Сенаті звільниться вакансія внаслідок смерті котрогось сенатора або через будь-які інші причини під час перерви у роботі законодавчих органів відповідного штату, то виконавчі органи цього штату можуть призначити когось тимчасово на цю посаду до наступної сесії законодавчих органів, які вже</p>
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<p>3. No Person shall be a Senator who shall not have attained to the Age of thirty Years, and been nine Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State for which he shall be chosen.</p> <p>4. The Vice President of the United States shall be President of the Senate but shall have no Vote, unless they be equally divided.</p> <p>5. The Senate shall choose their other Officers, and also a President pro tempore, in the Absence of the Vice President, or when he shall exercise the Office of President of the United States.</p> <p>6. The Senate shall have the sole Power to try all Impeachments. When sitting for that Purpose, they shall be on Oath or Affirmation. When the President of the United States is tried, the Chief Justice shall preside: And no Person shall be convicted without the Concurrence of two thirds of the Members present.</p> <p>7. Judgment in Cases of Impeachment shall not extend further than to removal from Office, and disqualification to hold and enjoy any Office of honor, Trust or Profit under the United States: but the Party convicted shall nevertheless be liable and subject to Indictment, Trial, Judgment and Punishment, according to</p>	<p>подбають про обіймання такої вакантної посади.</p> <p>3. Сенатором не може обиратися той, хто не досягнув віку тридцяти років і не був дев'ять років громадянином Сполучених Штатів, а також той, хто на час обрання не мешкає у тому штаті, де його обиратимуть.</p> <p>4. Віце-президент Сполучених Штатів має бути головою Сенату, але право голосу він має тільки у тому випадку, коли голоси присутніх поділяються навпіл.</p> <p>5. Сенат обирає решту своїх урядовців, а також свого тимчасового голову на час відсутності Віце-президента, або коли Віце-президент виконує обов'язки Президента Сполучених Штатів.</p> <p>6. Тільки Сенатові належить право імпичменту вищих державних урядовців. Сенат засідає з цією метою, сенатори повинні скласти присягу або відповідне підтвердження. Під час розгляду справи Президента Сполучених Штатів, то головувати має голова Верховного Суду. Ніхто не може бути засудженим, якщо за це не проголосують дві третини присутніх сенаторів.</p> <p>7. У випадках імпичменту вищих державних урядовців присуд не може перевищувати такого покарання, як усунення з посади і позбавлення права обіймати будь-яку почесну, громадську чи платну посаду в Сполучених Штатах, але особу, піддану імпичменту не звільняють від</p>
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Law.	обвинувачення, судового розгляду, присуду і кари згідно із законом.
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A translator is to keep to appropriate patterns of lexical and grammatical structures within the frames as well as pay specific attention to translation of standard terms, cliché and set phrases in the texts.

II. Lexical and grammatical peculiarities of the social and political documents; translation techniques

Translation of legal, economic, diplomatic and official business papers requires sufficient knowledge of terms, phrases and expressions; it also depends on the clear comprehension of the sentence structure, particular grammar and syntactical patterns which are characteristics of this style.

Coming across an unknown term in the text a translator can look it up in a dictionary, but if he / she comes across an unknown grammar or syntactical patterns, inadequate translation can distort the content of the source sentence.

These are the most widespread English constructions (typical of official business style) causing certain difficulties while translating them [30] into Ukrainian:

INFINITIVE

Depending on the function the Infinitive plays in the sentence it can be translated in the following ways:

→ as an adverbial modifier of purpose the Infinitive can express an independent idea that adds new information about its subject; the adverb *only* is omitted in translation, e.g.:

The president announced his resignation only after the failure of his drive to push through the merger of the two countries last summer.

Президент повідомив про свою відставку після того, як минулого літа закінчилася невдачею його спроба об'єднати дві країни.

→ After the adjectives *the last*, *the only* and ordinal numerals the Infinitive is translated as the predicate of an attributive subordinate clause. Its tense form is determined by the context, e.g.:

He was the first high official to be admitted to the inner council of government, to the cabinet.

Він був першим чиновником високого рангу, якого допустили на закриття засідання Кабінету.

→ *If + noun + be + Infinitive can be translated as «для того щоб», e.g.:*

In any event, members of the association should be prepared to put aside partisan interests if consensus on the abovementioned principles is to be achieved.

У будь-якому випадку, щоб досягнути згоди стосовно вищезазначених принципів, члени асоціації повинні бути готові пожертвувати своїми вузькопартійними інтересами.

→ The Complex Object with the Infinitive is translated as an object subordinate clause, e.g.:

Both experiments revealed the rated dimensions to be interrelated.

Обидва експерименти показали, що оцінні параметри тісно пов'язані між собою.

→ The Complex Subject with passive forms of the verbs *say*, *think*, *expect*, *show*, *see*, *find*, *argue*, *know*, *mean*, *consider*, *regard*, *report*, *believe*, *hold*, *suppose*, *note*, *presume*, *claim*, *admit*, *interpret*, etc. is translated as a complex sentence with an object subordinate clause. Care should be taken about non-perfect forms of the Infinitive (which are translated in the Present time) and perfect forms (which are translated in the Past time), e.g.:

Still they can hardly be said to have formulated a true scientific theory.

Усе ж навряд чи можна стверджувати, що вони сформували справжню наукову теорію.

The term model is held to have important normative significance.

Вважають, що термін «модель» має велику нормативну значущість.

→ The Complex Subject with active forms of the verbs *happen, appear, see, prove, turn out, be likely, be certain, be sure, etc.* is translated in two possible ways:

a) The English finite form is transformed into a Ukrainian parenthesis and the English Infinitive into a Ukrainian predicate, e.g.:

So, there appear to be two choices. Отже, здається, що вибір є.

b) The English finite form is transformed into a Ukrainian (Russian) main clause («*малоймовірно*», «*здається*», *etc.*) and the English Infinitive into a Ukrainian (Russian) predicate in an object subordinate clause, e.g.:

Neither proposal is likely to work. Малоймовірно, що будь-яка із цих пропозицій виявить себе дієвою.

→ If the English predicate has an object *by somebody*, such predicate-object clusters are translated as a parenthesis «*на думку*», «*згідно з даними*», «*як показав (установив, описав і т.д.)*», e.g.:

The results were interpreted by Brown (1989) to be insufficient to draw any substantial conclusions.

На думку Брауна (1989), цих даних недостатньо для будь-яких суттєвих висновків.

GERUND

Depending on the function the Gerund plays in the sentence, it can be translated as:

→ a noun

Banking on a loss of nerve within the board of trustees may turn out to be misguided.

Розрахунок на те, що у членів опікунської ради нерви здадуть, може стати неправильними.

→ an infinitive

Under the pressure of national campaign, he showed a positive gift for saying the wrong things in the wrong words at the wrong time.

В умовах напруженої кампанії в масштабі всієї країни він виразно показав здатність говорити не те, що потрібно, не так, як слід, і не там, де слід.

→ a participle

In Washington there is quiet satisfaction that the French by joining the float have indirectly acknowledged that the U.S. was right all along.

Вашингтон виразив задоволеність з приводу того, що Франція, приєднавшись до країн з плаваючим курсом валют, опосередковано визнала правоту США.

The Perfect Gerund denotes an action which is prior to the action expressed by the finite form of the verb, e.g.:

After having been colonies for a long time, many Asian and African countries have now become independent states.

Багато країн Азії й Африки, які довго були колоніями, стали зараз незалежними країнами.

PARTICIPLE

Participle I can be translated as:

→ an attributive clause, e.g.:

In the Article I there was only one item specifying the matter.

У Статті I був тільки один пункт, який специфікував справу.

→ an adverbial clause, e.g.:

Heavy artillery and mortal fire broke out again in the city last night, virtually putting the whole population of the city under a state of siege.

Учора ввечері місто знову зазнало інтенсивного артилерійського та мінометного обстрілу, і всі його мешканці фактично потрапили в облогу.

→ a separate sentence, e.g.:

The treasury announced that in August the sterling area had a gold and dollar deficit of 44 million dollars bringing the gold and dollar reserve down to the lowest level reached this year.

Міністерство фінансів оголосило, що в серпні стерлінгова зона мала золотий і доларовий дефіцит у розмірі 44 мільйонів доларів. Отже, золоті й доларові резерви досягли річного рівня.

Participle II at the beginning of the sentence can be translated as:

→ a subordinate clause, e.g.:

Asked if the United States is rendering military aid to the forces opposing the lawful government in that country, the senator gave an evasive reply.

На запитання про те, чи здійснюють Сполучені Штати військову допомогу силам, що протистоять законному урядові країни, сенатор відповів ухильно.

As a part of the Complex Object construction, Participle I and Participle II can be translated as:

→ an object clause, e.g. :

The country would like to see its proposals approved by the General Assembly.

Країна хотіла б, щоб Генеральна Асамблея схвалила її пропозицію.

The Nominative Absolute Construction with Participle I and II can be translated in different ways depending on the form of the Participle and the position of the construction in the sentence:

→ in postposition the Nominative Absolute Construction with Participle I performs the function of an adverbial modifier of attending circumstances:

The Prime Minister and the African National Council promptly lapsed into mutual recrimination, seeking to blame the other for deadlock.

Прем'єр-міністр й Африканська національна рада відразу ж перейшли до взаємних звинувачень, до того кожна сторона намагалася перекласти на іншу провину за те, що вони опинилися у безвиході.

→ in preposition the Nominative Absolute Construction with Participle I and II performs the function of an adverbial modifier of cause or time:

That done with, the two statesmen had subsided into long and profitable talks about other subjects.

Після того, як із цим було покінчено, обидва державні мужі заходилися до довгого плідного обговорення інших тем (adverbial modifier of time).

It being too late for further discussion, the session was adjourned.

Засідання закінчилося, оскільки було дуже пізно, щоб продовжувати обговорення (adverbial modifier of cause).

→ sometimes Participles may be omitted, but the subject-predicate relations in the Construction are still preserved:

The first conference a failure, another meeting at a ministerial level was decided upon.

У зв'язку з невдачею першої конференції було прийнято рішення про проведення ще однієї зустрічі на рівні міністрів.

The debate over, the meeting was adjourned.

Після закінчення дебатів засідання було оголошено закритим.

→ The second element of the Nominative Absolute Construction can also be expressed by an infinitive. It can be related to a future action:

With the Congress still to be elected, the Republican leadership was already moving to team up with the Southern Democrats, as it did in the palmy days of the New Deal.

Хоча вибори в Конгресі ще у перспективі, керівництво Республіканської партії вже робить кроки з об'єднання з Демократами Півдня, як у добрі часи «Нового курсу».

INVERSION

The order of words in which the subject is placed after the predicate is called inverted word order, or inversion. While translating, the target sentence retains the word order of the source sentence in many cases:

- *Of special interest should be the first article in Chapter I.*

Особливий інтерес викликає перша стаття в Розділі I.

- Also treated are such matters as theory construction and methodology.

Розглядаються також такі питання, як створення теорії та методологія.

- Had this material been examined from this viewpoint, the rules that he discovered would probably have gone unnoted.

Якщо б цей матеріал був дослідженим з такої точки зору, закономірності, установлені на його основі, можливо, й залишилися б непоміченими.

Subordinate clauses of concession with an inverted predicate often serve emphatic purposes and can be translated with the help of Ukrainian combinations «хоча», «який би»:

- Such a principle, strange as it may seem, is championed in one form or another by certain scholars.

Такий принцип, хоча це й може здатися дивним, у тому чи тому вигляді обстоюють деякі науковці.

- Useful as it is, the book has two general shortcomings.

Якою б корисною не була ця книга, у ній є два суттєвих недоліки.

III. Peculiarities of the Chinese social and political documents

The Chinese official business style has a long history. There had been circulating very complicated forms of business papers in China by the year of 1949 – the authors of documents had been guided by strict rules presupposing the use of clichés and phraseological stock phrases. A certain chain of command had been followed (depending on the mode of addressing and communication: “the older → the younger”, “as an equal”, “the younger → the older”). The type of an addressee had assigned particular communicative behaviour alongside with the use of special strictly defined word expressions [32, p. 286-287].

After 1949 official business style underwent significant changes in China: it became much more simple and concrete, which made it more understandable for

wide sections of the population. The modern Chinese official business style borrows some elements from other functional styles and is still developing.

The most widespread official documents in China are reports (报告), directives (指示), orders (命令), guidelines (批复), circulars (通报), regulations (决定) as well as intergovernmental agreements (条约), contracts (协议), joint declarations (联合声明), and joint communiqués (联合公报).

The official business style lexicon belongs to the modern Chinese lexicon layer which is usually called *bookish*. It is characterized by stylistically marked lexicon – specialised lexicon (特用詞 *tèyòngcí*). There are some examples of these words: 申請 *shēngqǐng* – *просити вибачення*; 批示 *píshì* – *накласти резолюцію, резолюція*; 批准 *pīzhǔn* – *ухвалити, ратифікувати*; 核准 *hézhǔn* – *розглянути й дозволити, санкціонувати*; 任命 *rènmìng* – *призначити на посаду, посада*; 免除 *miǎnchú* – *звільнити з посади, звільнення*.

It is essential to note that the modern official business style of the Chinese language is not lexically homogeneous: it comprises both the lexicon of the Chinese classical literature and colloquialisms, which may be used within one and the same situation [32, p. 288-290]. Here is an example of a stylistic contamination represented by a combination of elements constituting different functional styles which reflect archaic words and neologisms in the lexical system of the Chinese official and business style. In the sentence – 鼓足干劲, 力争上游 – *Напружуючи всі сили, прагнути вперед* – the colloquial words 鼓足干劲 *gǔzú gànjìn* are combined with the expression referring to the old literary language 力争上游 *lìzhēng shàngyóu*.

Specialised lexicon and phraseological clichés (or stylistically marked phraseological units) co-exist in the Chinese official business style. Observe these stereotyped expressions used in juridical documents:

归案法办 – *guī àn fǎ bàn* – *передати до суду, позивати*;

依法惩办 *yī fǎ chéng bàn* – *карається законом*;

追究刑事責任 *zhūijiū xíngshì zérèn* – притягти до кримінальної відповідальності;

概不追究 *gài bù zhūijiū* – уповні припинити судове переслідування;

具有約束力 *jùyǒu yuēshùlì* – має обов'язкову силу;

查照办理 *cházhào bànlǐ* – взяти до відома та виконання.

International legal documents very often contain the below mentioned set phrases [8, p. 140-144]:

1. 締約双方同意 – Сторони, що домовляються, погодилися про ...
2. 本条約須批准 – Ця угода підлягає ратифікації.
3. 本条約自互換批准書之日起生效。Ця угода набирає сили з дня обміну ратифікованими грамотами.

It is considered significant to name and enumerate both official establishments and public officers in details; one should not omit any detail concerning their official duties or functions, any thing involved into the sphere of their activity when dealing with official documents. This requirement leads to the complication of the sentence structure. This is the reason why a number of extended sentences are used in official business style. Study the example:

外国駐華外交代表机关和領事机关的外交員、領事員、公務員的申請, 由外交部、有关地区的外事处受理; 其他特有外交、公務护照的外国人的申請, 由外交部、有关地区的外事处或公安局受理。(外国人入境出境过境居留旅行管理条例)

Прохання, що надходять від дипломатичних чинів та консульських чинів, а також співробітників дипломатичних представництв й консульських закладів іноземних держав у Китаї, розглядаються Міністерством іноземних справ, відповідним місцевим управлінням іноземних справ; прохання, що надходять від іноземців, які

мають дипломатичні, службові паспорти, розглядаються місцевим управлінням з іноземних справ або управлінням громадської безпеки.

The complexity of a syntactic structure, in its turn, stipulates the use of a wide range of syntactic connectors: conjunctions, connective particles, connective phraseological units and special words which function as structural elements. This process is accompanied by the use of grammatical borrowings originated from the old literary language *wényán*. Investigate the example of a diplomatic document:

两国政府决心根据亚非会议决议和宣言的精神，继续为促进和扩大国际合作为祛除国际间的疑惧而作一切努力，并且主张以和平方式谋求国际争端的解决，从而对国际局势的改善作出进一步的贡献。(中华人民共和国条约集)

Обидва уряди повні рішучості, керуючись духом рішень та декларацій Афро-Азіатської конференції, продовжити докладати всіх зусиль до того, щоб розвивати та розширяти міжнародну співпрацю, вилучити недовіру й страх з міжнародних відносин; водночас вони виступають також за врегулювання суперечливих міжнародних питань мирним шляхом, щоб цим зробити подальший внесок у поліпшення міжнародної обстановки.

This syntactically complicated sentence contains these “*wényán*” grammatical means: 为 *wèi*, 以 *yǐ*, 而 *ér*, 从而 *cóng’ér*.

Let us study the most wide-spread official business papers in China (应用文 *yìngyòngwén*). They are: *official notice* (启事 *qìshì*), *notification* (通知 *tōngzhī*), *circular* (通告- *tōnggào*) and *invitation* (请柬 *qǐngjiǎn*).

Official notices (оголошення) give some general information to an enterprise or a person (concerning a change of address – 迁移启事 / *qiānyí qìshì*; an issue of a periodical – 创刊启事 *chuāngkān / qìshì*; a change of a name or a surname – 更名启事, / *gèngmíng qìshì etc.*).

Notifications (повідомлення) are widely used by parties, governmental organs, enterprises and factories to notify broad masses of population of some public and political innovations or implementations. For example:

人民公社革委会通知 rénmi gōngshè géwěihuì tōngzhī – *повідомлення революційного комітету народної комуни*;

关于召开植树造林会议的通知 guānyú zhàokāi zhíshùzàolín huìyì de tōngzhī – *повідомлення про скликання наради з питань садіння дерев*.

By means of *circulars* (циркулярне повідомлення) governmental organs address the population (superior bodies / institutions to the inferior ones) on important issues. Circulars have a binding power.

Invitations (запрошення) notify of a place and a date of an intended event – public, cultural, political, educational, *etc.* Invitations contain clichés and set expressions, *for example*:

敬請蒞臨 jìngqǐng lìlín – *шанобливо просимо завітати*;

敬候光臨 jìng hòu guānglín – *шанобливо чекаємо на Ваше прибуття*;

歡迎 huānyíng – *ласкаво просимо*.

We can observe the declarative part of the Chinese-Russian Agreement signed on the 16th of July, 2001 as a sample of the use of clichés and set phrases constituting the Chinese diplomatic substyle:

Договор о добрососедстве, дружбе и сотрудничестве между Российской Федерацией и Китайской Народной Республикой

16 июля 2001 года

Москва, Кремль

中俄睦邻友好合作条约

Российская Федерация и Китайская Народная Республика, далее именуемые “Договаривающимися Сторонами”,
中华人民共和国和俄罗斯联邦以下简称 «缔约双方»,

опираясь на исторические традиции добрососедства и дружбы между

народами России и Китая,
基于中俄两国人民睦邻友好的历史传统

считая, что совместные российско-китайские декларации и заявления, подписанные и принятые главами двух государств в период с 1992 года по 2000 год, имеют важное значение для развития двусторонних отношений,认为一九九二年至二〇〇〇年期间两国元首签署和通过的中俄联合宣言和声明对发展双边关系具有重要意义

убежденные в том, что укрепление дружбы, добрососедства и взаимовыгодного сотрудничества между ними во всех областях отвечает коренным интересам их народов и способствует сохранению мира, безопасности и стабильности в Азии и во всем мире,坚信巩固两国间各个领域的友好、睦邻与互利合作符合两国人民的根本利益,有利于维护亚洲乃至世界的和平、安全与稳定

подтверждая свои обязательства по Уставу Организации Объединенных Наций и другим международным договорам, участницами которых они являются,重申各自根据《联合国宪章》及其参加的其它国际条约所承担的义务

желая способствовать утверждению нового справедливого и рационального международного порядка, основанного на строгом соблюдении общепризнанных принципов и норм международного права,希望促进建立以恪守公认的国际法原则与准则为基础的公正合理的国际新秩序

стремясь поднять отношения между ними на качественно новый уровень, преисполненные решимости передавать дружбу между своими народами из поколения в поколение, договорились о нижеследующем...致力于将两国关系提高到崭新的水平,决心使两国人民间的友谊世代相传,兹达成协议如下...

The declarative part of international agreements on collaboration usually contains these set word combinations [27, p. 209-220]:

- прагнучи до подальшого розвитку співпраці на засадах рівноправ'я і взаємної вигоди, невтручання у внутрішні справи та взаємної поваги суверенітету

愿意在平等互利、互不干涉内政、互相尊重主权的基础上
进一步发展两国之间的合作

- з метою сприяння торговельному і культурному обміну між двома країнами
为了促进两国之间的通商贸易和文化交流起见

- підтверджуючи взаємну прихильність положенням й принципам Статуту
ООН, а також взаємну рішучість незмінно докладати зусилля до використання
та втілення цих положень і принципів

重申彼等对联合国宪章宗旨和原则的信念以及彼等一贯竭
力应用并实施此项宗旨和原则的决心

- вони вирішили з означеною метою укласти цей Договір і призначити як
своїх уповноважених

为此目的，它们决定缔结本条约，并各派全权代表如下

- обидва повноважних представника після обміну своїми повноваженнями, які
знаходяться у належній формі та повному порядку, погодилися про
нижченаведене...

双方全权代表互相校阅全权证书认为妥善后，议定下列条
约...

It is very significant to highlight that any translator should distinguish among
different kinds of official documents. He / she is to translate names of
organizations, addressees and the content of documents in an appropriate way
otherwise important information may not reach addressees.

Theme IV. Personal documents

I. Autobiography

II. Certificates

III. Diplomas

Within this academic course we shall consider two types of documents: **Personal** and **Commercial**. Nowadays their translation seems to be in great demand; this fact conditions the necessity for translators to be trained in this sphere.

Personal documents are part of official documents. According to encyclopaedic data [28]: ***personal documents*** are defined as *documents, used in social science, which record part of a person's life – most frequently in their own words*. The most obvious examples are letters, diaries, biographies and life-histories, but the term can be stretched to include many other items.

Personal documents can be divided into two categories: *Educational* and *Non-educational*. The ***educational documents*** are Certificates of Complete General Secondary Education; Diplomas of Higher Education (or Graduation Degree / Certificate); Post-Graduation Degree and Doctorate Degree Certificates; Diplomas and all other professional degree/certificates, etc. The ***non-educational*** documents include Private Certificates, Experience Certificates, Bonafide Certificates, Birth Certificates, Transfer Certificates, Affidavits, Marriage Certificates, Registration Certificates, Power of Attorney, Death Certificates, Migration Certificates, Divorce Certificates, Transcript Certificates, Internship, *etc.*

Let us study the examples of autobiography, marriage and birth certificates, diplomas of higher education and some kinds of declarations.

I. Autobiography (life-history)

Autobiography (or life-history) is a kind of description of a person's life, a document possessing a specific structure, it informs of the main biographical facts of a person. As a rule this kind of a document is written in hand by the author on a

clean sheet of paper. Sometimes when an organization or an establishment takes a person on the staff or education, special forms/blanks are made up. Information is represented in chronological order. Every further notice begins with a new line.

Requisites:

1. The name of the document's type.
2. The body of the document:
 - *Family name, name, patronymic;*
 - *Date of birth;*
 - *Place of birth.* (Sometimes citizenship is applied to this item).
 - *Information about education* (a full name of all educational establishments a person graduated from);
 - *Information about work* (places and appointments are given in succession).
 - *Information about civil work;*
 - *Brief information about family staff* (father, mother, husband, wife, children);
 - *Current place of residence.*
3. Date of writing.
4. Signature.

Here is an example of autobiography in Ukrainian:

АВТОБІОГРАФІЯ

Я, Тигипко Микола Іванович, народився 8 квітня 1960 року в місті Сватово Луганської області.

У 1967 році пішов у 1 клас СШ №2.

Після закінчення 9 класів у 1975 році Сватівської СШ № 2 вчився в Лисичанському педагогічному училищі на трудовому відділенні.

Після його закінчення, у 1979 році, одержав спеціальність «Учитель праці і креслення 5-11 класів»

З вересня 1979 року по квітень 1980 року працював вчителем праці і креслення в СШ № 1 міста Сватово.

З квітня 1980 року по травень 1982 року проходив службу в рядах

Збройних сил.

З 1982 року – студент фізико-математичного факультету Харківського державного університету. Закінчив ХДУ в 1987 році за професією вчитель математики.

З 1987 року працюю вчителем математики СШ № 1 міста Сватово.

З 1988 року виконую обов'язки керівника спортивного клубу «Вперед» (на громадських засадах).

Одружений. Склад сім'ї:

Дружина – Тигипко Ірина Ігорівна – 1965 року народження, учитель біології СШ № 2 міста Сватово.

Син – Тигипко Олег Миколаєвич, 1989 року народження, студент 2 курсу фізико-математичного факультету Луганського державного університету.

Дочка – Тигипко Вікторія Миколаївна, 1991 року народження, учениця 10 класу СШ № 2 міста Сватово.

Моя адреса:

92600, Луганська область, місто Сватово, квартал Незалежності, будинок 8, кв. 59. Тел. 8-050- 071-42-63.

Дата

Підпис

The syntactical constructions of autobiography are of elliptical character. The pronoun “I” representing the author of autobiography is used in the first sentence of the document. The further sentences lack it. While translating documents of this kind a translator should take into account these particulars.

The English autobiography contains facts and events from life, but none of them can be exaggerated. Interesting things which happen in life need to be looked at from a new perspective. Breaking down the content into sections helps in keeping the readers interested in this kind of story.

Compare the above written Ukrainian version of autobiography with the English one.

AUTOBIOGRAPHY

Janice P. Morgan

I was born and raised in the United Kingdom (UK), where I lived until the summer of 2000. Having made the decision to move to the United States, much to the chagrin of my parents, I moved to the US and settled in North California. I attended East California University, majored in Elementary Education, and graduated cum laude. Living in the United States has provided me with opportunities to grow and develop, both in my personal and professional life.

As a child growing up in the UK, I was fortunate to attend a well-regarded, private boarding school from kindergarten through high school. The private, all girls school professed a strong educational and ethic philosophy that has remained with me throughout my life. It is this foundation, along with continued support of my family, educators, and friends that has allowed me to embrace my dream of teaching children.

The year of 2002 was the best year of my life. In this, my graduation year, I successfully completed my teaching practicum and also met the man that I would later marry. In 2004, John and I married in the UK, with full attendance by family and friends; it was one of the most important events in my life. A school time later, in November, 2005, I took another important role in my life, that of mother. The birth of my daughter, Emma, was a turning point in my life, and I made that conscious decision that it was in her best interest that I become a stay-at-home mother before embarking on my teaching career. As I had a child of my own to nurture and care for, I became more aware of children who do not have the support and nurturing they need to realize their full potential. This created in me great concern about children and lit the flame of desire to return to my teaching career path. I am now entering the teaching arena with the renewed idea of what I would like to achieve as an educator.

This September, it is my hope to secure a teaching position and continue with my dream of teaching today's children. With the wonderful support of my husband and the life of my daughter, I know that I will become a teacher who young children look up to, someone who children can trust, who will always "go the extra mile" to ensure their success.

The English example of autobiography is written in a literary manner with the elements of attitudinal character. It differs from the Ukrainian version which is considered to be more factual rather than descriptive or narrative. While translating autobiography from Ukrainian into English, a translator cannot develop its content

or “implement” subjective attitude into the target text.

The most frequently used word combinations in autobiography are the following:

English	Ukrainian	Chinese
1) to go to the first class	1) піти в перший клас	1) 入读小学一年级
2) to finish school	2) закінчити школу	2) 读完中学
3) to enter a university	3) вступити в університет	3) 升入大学
4) to graduate from the university with a diploma in ...	4) закінчити університет і отримати диплом зі спеціальності...	4) 完成大学学业并取得专业文凭..
5) department of ... (historical department)	5) факультет (історії)	5) 历史系
6) in the speciality of (to be qualified as)	6) зі спеціальності присуджено кваліфікацію	6) 按照专业资格类别认证
7) marital status	7) сімейний стан	7) 婚姻状况
8) to reside	8) мешкати	8) 居住/定居
9) (in) the city of	9) у місті	9) 城市中

The textual part of the Chinese autobiography is followed by conclusive data containing brief information mentioned in the text. Study the example of an average Chinese autobiography and its translation into Ukrainian:

周聪	Чжоу Цун
<p>周聪出生于1988年5月30日，湖南人，本科、硕士毕业于乌克兰南方师范大学外学文学系，2013年7月正式考入乌克兰南方师范大学高等教育专业博士。2012年被聘为乌克兰南方师范大学孔子学院海外志愿者教师，教授中文至今。她多次被授予“优秀留学生”称号，并两次在乌克兰核心期刊上发表过自己的文章。她精通俄语，英语和德语。</p>	<p>Чжоу Цун народилася 30 травня 1988 року, уродженка провінції Хунань, здобула ступінь бакалавра і магістра зі спеціальності «Мова і література (англійська, німецька мови)» у Південноукраїнському національному педагогічному університеті імені К. Д. Ушинського.</p> <p>У липні 2013 року офіційно зарахована до аспірантури зі спеціальності «Вища педагогіка» у Південноукраїнському національному педагогічному університеті імені К. Д. Ушинського.</p> <p>У 2012 році була прийнята на роботу в</p>

<p>中文名：周聪 外文名：热妮娅 国籍：中国 民族：汉族 出生地：湖南省益阳市 出生日期：1988年5月30日</p> <p>职业：海外汉语志愿者教师</p> <p>受教育经历： 2007—2012 年就读于乌克兰南方师范大学本科外学文学专业</p> <p>2012年9月-- 2013年6月就读于乌克兰南方师范大学研究生外语文学专业</p> <p>2013年7月正式考入南方师范大学博士 高等教育学专业，现就读博士</p> <p>毕业院校： 乌克兰南方师范大学</p>	<p>«Институт Конфуція» при Південноукраїнському національному педагогічному університеті імені К. Д. Ушинського як іноземна волонтерка-викладачка китайської мови.</p> <p>Нагороджена званням «видатна студентка», двічі публікувала статті в українських збірниках наукових статей. Вільно спілкується російською, англійською та німецькою мовами.</p> <p>Китайське ім'я: Чжоу Цун Іноземне ім'я: Женя Громадянство: КНР Місце народження: місто Іян, провінція Хунань Дата народження: 30 травня 1988 року</p> <p>Професія: Викладач англійської і німецької мови</p> <p>Освіта: 2007 – 2012 Південноукраїнський національний педагогічний університет імені К. Д. Ушинського; бакалавр зі спеціальності «Мова і література (англійська, німецька мови)»</p> <p>Вересень 2012 – червень 2013 Південноукраїнський національний педагогічний університет імені К. Д. Ушинського; магістр зі спеціальності «Мова і література (англійська, німецька мови)»</p> <p>Липень 2013 – зарахування до аспірантури зі спеціальності «Вища педагогіка»; Південноукраїнський національний педагогічний університет імені К. Д. Ушинського</p> <p>Закінчила університет: Південноукраїнський національний педагогічний університет імені К. Д. Ушинського.</p>
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Translators should take into account the fact, that any Chinese text occupies bigger space than the Ukrainian (or the English) one. The text-frame is to be reserved.

II. Certificates

Within the sphere of official documents the term “*certificate*” is used when dealt with:

1. A document attesting the truth of the facts stated (birth, marital status, death, health): *a certificate of birth, marriage certificate, death certificate, medical certificate, etc.*

It corresponds to the Ukrainian «свідоцтво», «довідка».

2. A document issued to a person completing a course of study not leading to a diploma: *certificates of general secondary education, certificates of complete general secondary education, etc.*

It corresponds to the Ukrainian «атестат», «диплом», «сертифікат».

3. A document certifying that a person may officially practice in certain professions: *teaching certificate.*

It corresponds to the Ukrainian «диплом», «сертифікат».

4. A document certifying ownership: *certificate of ownership, owners corporation certificate, etc.*

It corresponds to the Ukrainian «свідоцтво», «сертифікат».

In the meaning of «довідка», *certificate* is approved to be of inquiry and informational character. It certifies facts about biography or person’s activity (or activity of an establishment). According to the contents certificates are divided into *personal* (for individuals) and *official* (intended for an establishment as a whole). They have much in common with *credentials*.

Analysing “certificate” in its second meaning («свідоцтво» / «сертифікат») we affirm that this type of certification is a document officially certifying a fact of juridical value (*marriage certificate, birth certificate, death*

certificate) or a person's right (*certificate of ownership*). The target text is organized according to the frames of the source document.

The translation of a standard Ukrainian birth certificate is given below.

UKRAINE BIRTH CERTIFICATE	
Surname	<u>MOLOTKOVSKYI</u>
First name	<u>IVAN</u> patronymic <u>STEPANOVYCH</u>
born on	<u>09 February 2010</u> <u>on the ninth of February</u> <small>(date, month, year in figures)</small>
	<u>two thousand ten</u> <small>and in words)</small>
place of birth:	<u>Ukraine</u> <small>country</small>
	<u>Ivano-Frankivsk</u> <small>region, area</small>
	<u>Nadvirnyanskyi district</u> <small>district</small>
	<u>Lisna Tarnovytsya village</u> <small>city, village</small>
in witness whereof an entry was made in the Register of Births on year <u>2010</u> month <u>February</u> day <u>09</u> The entry no. <u>526</u>	
PARENTS:	
Father	<u>MOLOTKOVSKYI</u> <small>(surname)</small>
	<u>STEPAN MYKOLAYOVYCH</u> <small>(first name, patronymic)</small>
	<u>citizen of Ukraine</u> <small>(citizenship)</small>
Mother	<u>MOLOTKOVSKA</u> <small>(surname)</small>
	<u>MARIIA DMYTRIVNA</u> <small>(first name, patronymic)</small>
	<u>citizen of Ukraine</u> <small>(citizenship)</small>
Place of official registration	<u>Lisnotarnovytska village council</u> <small>(location of the State Civil Status Registration Office)</small>
	<u>Nadvirnyanskyi district Ivano-Frankivsk region</u>
Civil Status Registration Office	<u>Lisnotarnovytska village council</u> <small>(name of the State Civil</small>
	<u>Nadvirnyanskyi district Ivano-Frankivsk region</u> <small>Status Registration Office branch)</small>
Date of issue	<u>"09"</u> <u>February</u> <u>2010</u>
<i>(Round seal with the text: Executive committee of Nadvirnyanskyi District Council of People's Deputies in Ivano-Frankivsk region, Civil Status Registration Office)</i>	
Head of the Civil Status Registration Office branch	<u><signature></u> <u>O. M. Slesarenko</u>
I-HM	No. 025648

The form standards of the Ukrainian birth and marriage certificates have changed since 1991, nevertheless, there is still a need to translate and notarize all existing forms of personal certificates. Here is an example of the current target marriage certificate:

UKRAINE	
MARRIAGE CERTIFICATE	
Citizen	<u>Danylenko</u> <small>surname,</small>
	<u>Oleksiy Vitaliyovych</u> <small>name, middle name</small>
born on	<u>11 October</u> <u>1971</u>
place of birth	<u>Odessa, Ukraine</u>
and citizen	<u>Babchenko</u> <small>surname,</small>
	<u>Nadiya Viktorivna</u> <small>name, middle name</small>
born on	<u>29 September</u> <u>1975</u>
place of birth	<u>Odessa, Ukraine</u>
got married on	<u>17 June 1994</u> <small>(day, month, year)</small>
	<u>nineteen ninety-four</u> <small>in figures and words)</small>
thereunder the corresponding entry No. <u>659</u> was registered in the Register of Marriages on this <u>17th</u> day of <u>June</u> <u>1994</u> .	
Surnames after marriage:	
husband's	<u>Danylenko</u>
wife's	<u>Danylenko</u>
Place of registration	<u>Registry Office of the Executive Committee</u> <small>(name and location of Registry Office)</small>
	<u>of the Odessa Municipal Council of Public Deputies</u>
Date of issue	<u>17 June</u> <u>1994</u>
Seal	
Ministry of Justice of Ukraine	
Executive Committee of the Odessa	<u><signature></u> Head of Registry Office
Municipal Council of Public Deputies	
Registry Office	
І-ЖД	No. 259382

The documents are organized in strict sequence. Elliptical constructions and specific word combinations are typical of these documents.

The Chinese birth and marriage certificates have a different form but the content is identical to the Ukrainian / Russian ones.

出生医学证明 BIRTH CERTIFICATE	
《出生医学证明》根据《中华人民共和国母婴保健法》制定；是在中华人民共和国境内出生人口的法定医学证明；由新生儿父母或监护人妥善保管，不得出卖、转让出借和私自涂改；申报出生登记时必须出示此证明。	<p>新生儿姓名 刘德华 男/女 出生日期 2008年10月9日17时05分</p> <p>出生地 湖北省 荆州市 云梦县(区) 唐安乡 出生孕周 40周</p> <p>健康状况 良好 <input checked="" type="checkbox"/> 一般 <input type="checkbox"/> 差 <input type="checkbox"/> 体重 <input type="checkbox"/> 克 身长 <input type="checkbox"/> 公分</p> <p>母亲姓名 段丽霞 年龄 23 国籍 中国 民族 汉</p> <p>身份证号 000023198612260000</p> <p>父亲姓名 刘光照 年龄 23 国籍 中国 民族 汉</p> <p>身份证号 000023198603180000</p> <p>出生地点分类 医院 <input type="checkbox"/> 妇幼保健院 <input type="checkbox"/> 家庭 <input type="checkbox"/> 其它 <input type="checkbox"/></p> <p>接生机构名称 荆州市第二人民医院</p> <p>出生证编号 H000650883 签发日期 2008年10月17日</p>
<p>中华人民共和国卫生部 MINISTRY OF HEALTH OF THE PEOPLE'S REPUBLIC OF CHINA</p>	<p>湖北省出生医学证明 专用章 荆州市</p> <p>发证机构(盖专用章)</p>

Chinese birth certificates are made up in two languages – Chinese and English. It is essential that translators of Chinese should have a good command of English as well. Fluent English facilitates better understanding of the document's content. Study the translated document:

СВІДОЦТВО ПРО НАРОДЖЕННЯ	«Медичний сертифікат народження»
ПІБ новонародженого: <i>Лю Где Хуа</i> стать: <i>чоловіча</i> дата народження: <i>«09» жовтня 2008 року о 17:15</i>	складено відповідно з Законом Китайської Народної Республіки про материнську та малюкову охорону здоров'я. Він є юридичним медичним сертифікатом, що засвідчує факт народження людини в Китайській Народній Республіці. Батько и мати, або опікун, новонародженої дитини несуть відповідальність за цей документ. Сертифікат не можна продати, позичити або корегувати за особистим бажанням. Сертифікат є офіційно зареєстрованим у відповідній державній установі.
Місце народження: <i>Хубей</i> провінція: <i>Танан</i> місто: <i>Цзіньчжоу</i> округ (область): район: вагітність (тижні): <i>40 тижнів</i>	
Стан зоров'я: <i>добрий</i> вага: зріст:	
ПІБ матері: <i>Дуан Лі Сіа</i> вік: 23 громадянство: <i>Китай</i> національність: <i>хань</i>	
№ посвідчення особи: 000023198612260000	
ПІБ батька: <i>Лю Гуан Чжао</i> вік: 23 громадянство: <i>Китай</i> національність: <i>хань</i>	
№ посвідчення особи: 000023198603180000	
Тип медичної установи: <i>Лікарня загального типу</i>	
Назва медичної установи: <i>Цзіньчжойська друга народна лікарня (Цзіньчжоу Секонд Пінлз Хоспітал)</i>	
№ свідоцтва про народження: H000650883	
Дата видачі: <i>«17» жовтня 2008 року</i>	
	<i>Печатка</i> МІНІСТЕРСТВА ОХОРОНИ ЗДОРОВ'Я КИТАЙСЬКОЇ НАРОДНОЇ РЕСПУБЛІКИ <i>Печатка</i> установи, яка видала сертифікат

The Chinese marriage certificates contain a photo of a married couple, so a translator should mark its place as “*PHOTO*” (see the translated version below). Study the the Chinese marriage certificate and its translation into Ukrainian:



<i>ФОТО</i>	<i>ФОТО</i>
Власник свідоцтва про шлюб: <i>Чжу Сіао Лін</i> Дата реєстрації: «10» січня 2010 року № свідоцтва про шлюб 1000056	Власник свідоцтва про шлюб: <i>Лю Ань Мін</i> Дата реєстрації: «10» січня 2010 року № свідоцтва про шлюб 1000056
ПІБ особи: <i>Чжу Сіао Лін</i> Стать: <i>жіноча</i> Громадянство: <i>китаянка</i> Дата народження: «18» жовтня 1986 року № посвідчення особи: 441301198610182625	ПІБ особи: <i>Лю Ань Мін</i> Стать: <i>чоловіча</i> Громадянство: <i>китаєць</i> Дата народження: «29» листопада 1977 року № посвідчення особи: 512226197711293179
ПІБ особи: <i>Лю Ань Мін</i> Стать: <i>чоловіча</i> Громадянство: <i>китаєць</i> Дата народження: «29» листопада 1977 р. № посвідчення особи: 512226197711293179	ПІБ особи: <i>Чжу Сіао Лін</i> Стать: <i>жіноча</i> Громадянство: <i>китаянка</i> Дата народження: «18» жовтня 1986 року № посвідчення особи: 441301198610182625

The certificates in the meaning of «довідки» are more often drawn up on specific forms/blanks of an establishment. Only individual notes are filled up in hand.

Requisites:

1. The name of a document;
2. The name of an organization issuing the certificate;
3. Date of issue;
4. Number;
5. The out-coming number and the date of written inquiry of the certificate (if necessary)
6. Surname, first name, patronymic of a person the certificate is being issued for;
7. The body of the document;
8. Allocation;
9. Signatures of official persons;
10. Seal.

Any certificate starts with the words “*Довідка про ...видана Іванову Івану Івановичу*”. In English translation it says “...*We hereby certify that Ivanov Ivan Ivanovych ...or We hereby confirm ...*”. Study the example of the certificate confirming the true employment of a lecturer. Mind the text frame and translation peculiarities of the requisites. The content of the attached seals is translated into target language (from Ukrainian into English in the example below).

If one follows the above mentioned tips of Ukrainian-English and English-Ukrainian translation in the field of official documents, there is sure to be adequate information transfer from a source language into a target one.

Ukraine's coat of arms
UKRAINE
Ministry of Education and Science, Youth and Sport of Ukraine
State Institution
“SOUTH-UKRAINIAN NATIONAL PEDAGOGICAL UNIVERSITY
named after K.D. USHYNSKY”
PERSONNEL DEPARTMENT

26 Staroportofrankivs'ka St., Odesa, Ukraine, 65020. Tel.: +38(048) 723-40-98, fax: +38 (048) 732-51-03
E-mail: pdpu@pdpu.edu.ua

Dated August 1st, 2012 № 170

TO WHOM IT MAY CONCERN

CERTIFICATE

We hereby confirm that Mrs. POPOVA OLEKSANDRA VOLODYMYRIVNA, candidate of pedagogical sciences, has been working at SUNPU (South-Ukrainian National Pedagogical University named after K. D. Ushynsky) at the post of a lecturer of the Faculty of Translation and Theoretical and Applied Linguistics on contractual basis since September 1st, 2005 (Order № 427-oc dated September 12th, 2005) till now.

Her average monthly wages amount to 3998, 83 hrn.

During her official trip the post and wages are bound to be preserved.

Round seal

MINISTRY OF EDUCATION AND
SCIENCE, YOUTH AND SPORT
OF UKRAINE

Rector

/signature/

O. Ya. CHEBYKIN

State institution

Chief accountant

/signature/

R. L. KONDRATIEVA

*SOUTH-UKRAINIAN NATIONAL
PEDAGOGICAL UNIVERSITY*

named after K.D. USHYNSKY

Head of the Personnel Department

/signature/

A. P. VARAVKO

General Department

Round seal

MINISTRY OF EDUCATION AND
SCIENCE, YOUTH AND SPORT
OF UKRAINE

State institution

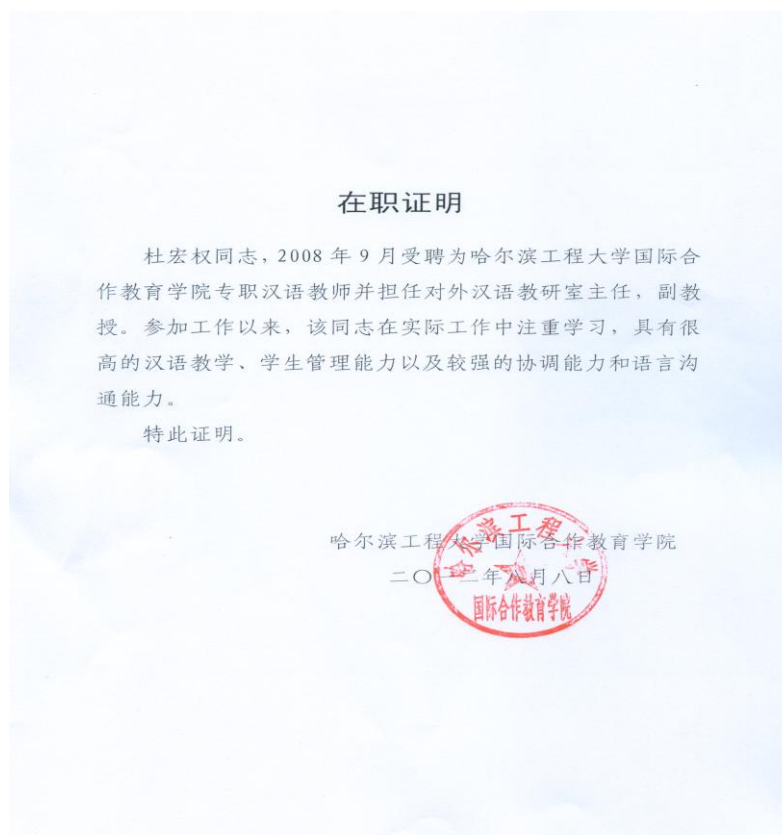
*SOUTH-UKRAINIAN NATIONAL
PEDAGOGICAL UNIVERSITY*

named after K.D. USHYNSKY

02125473

Let us get acquainted with a Chinese kind of *certificate* (довідка з місця роботи 工作机关的证明书) and its translation into English.

The sealed original:



The sealed English version of the Employment Certificate:

<p>EMPLOYMENT CERTIFICATE</p> <p>This is to certify that Du Hongquan is employed as a full-time teacher, director of Teaching and Research Section of Chinese As A Foreign Language and associate professor by College of International Cooperative Education, Harbin Engineering University. Since joining the work he has concentrated on study in practical work and has a very high level of Chinese teaching and strong ability of students' management, coordination and language communication.</p> <p style="text-align: right;"><i>SEALED:</i> College of International Cooperative Education Harbin Engineering University August 8, 2012</p>
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The text frame of the original is reserved.

III. Diplomas

Another kind of personal documents which “enjoy great popularity” with translators is diploma.

A **diploma** (from Greek δίπλωμα. *díplōma*, meaning "folded paper") is a certificate or deed issued by an educational institution, such as a university, which testifies that the recipient has successfully completed a particular course of study or has been conferred an academic degree. In countries such as the United Kingdom and Australia, *diploma* is equated with an academic award.

According to international requirements on the documents of the non-residents who work and reside abroad, it is obligatory that personal documents should be translated into English, notarized and legally confirmed. It goes without saying, documents certifying educational level of a person, who is going to continue his / her study or to get employed abroad, are of great importance, education diplomas and certificates in particular.

Needless to say, all the requirements on how to translate personal documents are applied to the translation techniques of diplomas. Study the example of the target text (translation from Ukrainian into English): the diploma itself and its addendum:

ADDITIONAL INFORMATION

Written qualification work (theme, fulfillment time, mark)

Attestation (State examinations)	
The name of a discipline (course)	Mark
<i>State</i>	<i>good</i>
<i>Bachelor Training Examination in</i>	
<i>Computer Engineering</i>	

Due to State Examination Committee Resolution dated "23" June 2007 the qualification *bachelor in Computer Engineering* was conferred

Round Seal
Ministry of Education and Science
Of Ukraine
Odessa National Polytechnic University
02071045

Head of State Examination Committee <signature>
Rector (director) <signature>

City Odessa

"2" July 2007

Registration number No. 1291/07

Type of an educational institution University of IV level accreditation being in public ownership

Entrance conditions Competition testing based on the State document certifying complete general secondary education

Educational Programme Requirements according to professional competence, knowledge and skills of a professional to fulfill bachelor's duties

Educational load Total training duration 163 weeks, 8694 academic hrs, including: theoretic – 8532 hrs, practical – 162 academic hrs.

Examination system current and final rating control, term examinations, State attestation (written qualification work).

Rating scale examinations and differentiated credits: excellent - 100-95 scores, very good – 94-85 scores, good – 84-75 scores, satisfactory – 74-65 scores, sufficiently – 64-60 scores, credits – according to the two-score mark system: "passed", "didn't pass"

Addendum
to Higher Education DIPLOMA
CK No. 32335701

(not valid without a diploma)

Surname SHOVKUN
Name, father's name YURIY YURIYOVYCH

Date of birth 23 December 1986
Preceding education document Complete General Secondary Education CERTIFICATE TA No.23292702

Full name of an educational institution Odessa National Polytechnic University

Name of a diploma Bachelor DIPLOMA

Type (kind) of a programme Educational and professional bachelor training programme

Term of study 4 years

Form of study full-time

Trained skills/speciality 6.091500

Computer Engineering

Specialization _____

Practice period practical training – 3 weeks

Academic rights Further education in accordance with educational and professional specialist (master) training programme

Professional rights to occupy junior professional posts in accordance with the current legislation

Entrance date 1 September 2003

Graduation date 2 July 2007

Additional education documents _____

12 KH No. 071862

Переклад з української мови англійською мовою

Ukraine's coat of arms

UKRAINE

bachelor

DIPLOMA

B No. 463820

DIPLOMA

Shovkun

Yuriy Yuriyovich

in 2007 graduated from Odessa National
Polytechnic University and obtained basic higher
education skilled in *Computer*

Engineering alongside with the bachelor qualification
in computer engineering.

Ukraine's coat of arms

Rector

⟨*signature*⟩

V.P. Malakhov

Round Seal
Ministry of Education
and Science of Ukraine,
Odessa National
Polytechnic University
02071045

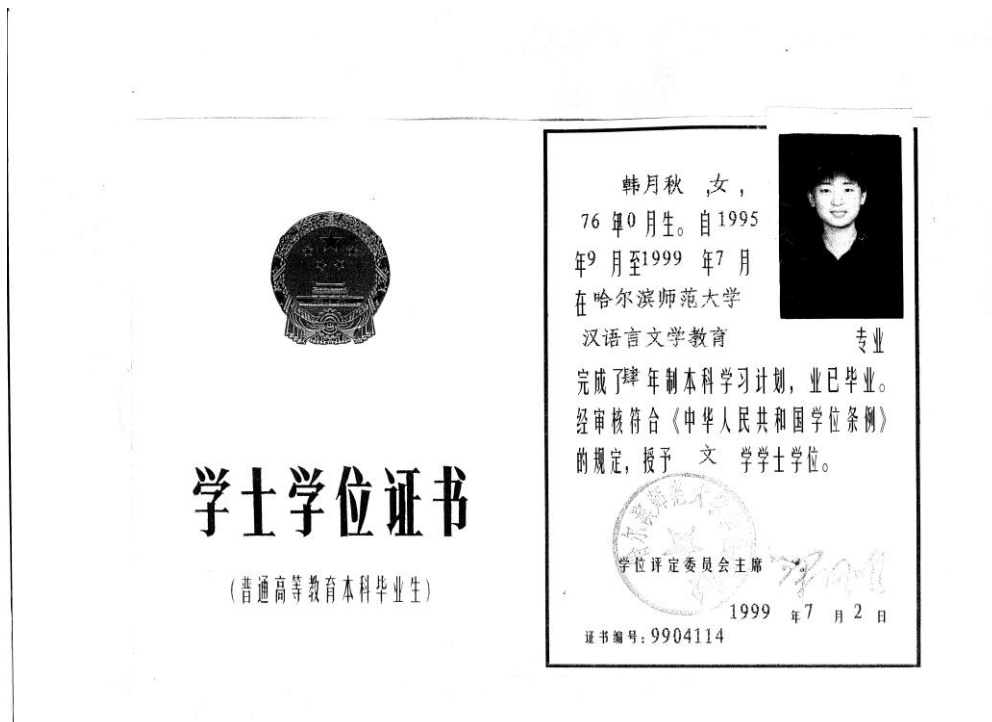
2 July 2007

CK No. 32335701

*Переклад з української мови англійською мовою
виконала перекладач Попова Олександра Володимирівна*

A very important thing to be mentioned is: ***every slot filler must be italicized in translated versions!*** One more significant detail: make specific notes about the translator (his / her family name, name, patronymic) and specify source and target languages of the document (*see* the above target document text) which is to be notarized.

The above rule must be kept to while translating Chinese documents into English or / and Ukrainian. Compare the English and Ukrainian translation of the Chinese bachelor diploma:



The original Chinese bachelor diploma presupposes that a personal photo should be applied. In translation versions interpreters must mark its place by the word: “*PHOTO*”

Certificate of Bachelor’s Degree
 Ordinary Higher Education University Graduate

(PHOTO)
 C. No.: 9904114,
 July 2, 1999

Han Yueqiu (female, born in Oct. 1976) majored in Chinese Language and Literature Education in Harbin Normal University from Sep. 1995 to July 1999. The said student has completed the four-year undergraduate program and graduated. The score is in conformity with the articles stipulated by the Regulation of Academic Degree of the People’s Republic of China and she has been conferred the Degree of Bachelor of Literature.

Academic Degree Committee of Harbin Normal University (Seal)
 Chairman of Evaluation Committee of
 Academic Degree: Liang Fengming (Seal of signature)
 President:

The Ukrainian target version also contains necessary additional information of the text-original: a seal and signature marks, a “photo place”. The name and surname of the translator are fixed.

Переклад з англійської мови українською мовою

Сертифікат про здобуття ступеня «бакалавр»

(випускник педагогічного вищого навчального закладу)

(Фотографія)

С. № 9904114
«2» липня 1999 р.

Хань Юеціу (жінка, народилася в жовтні 1976 року) навчалася за спеціальністю «Китайська мова і література» у Харбінському педагогічному університеті з вересня 1995 року по липень 1999 року. Вищезазначена особа засвоїла 4-річну програму неповної вищої освіти. Рейтинг навчальних дисциплін відповідає положенням Правил присудження Академічного Ступеня Китайської Народної Республіки, випускниці, відповідно, було присуджено ступінь «бакалавр літератур».

Печатка Комітету з присудження
академічного ступеня
Харбінського педагогічного університету

Голова атестаційної комісії
з присудження академічного ступеня <факсиміле> Ліен Фанмін

Ректор

*Переклад з англійської мови українською мовою виконала
перекладач Попова Олександра Володимирівна*

When dealing with the Chinese-English or Chinese-Ukrainian translation of official documents all the international translation standards are observed.

Theme V. Applications

I. Applications

II. Applying for a job

III. Application letters

IV. Résumé writing

Nowadays the Ukraine's international relations are evolving rapidly enabling the Ukrainian citizens to obtain higher education and work abroad as well as travel the world. It is essential that one should know basic English as well as possess skills to fill in various forms and applications in English. Ukraine's involvement into international joint projects makes politicians, economists, students, scholars, artists, sportsmen and just ordinary people study English in order to understand the requirements and conditions set up in these projects. Let us study the most "popular" applications: applications for admission to a university, visa applications and applications for employment.

I. Applications

Application is the form of a document which reflects a written or spoken request, as for assistance, employment, or admission to a school, or for help, funds, *etc.* There are personal (made by a natural person) and official (made by an organization) applications; their principal function is to facilitate the exercise of applicants' rights and defend their interests. The Ukrainian corresponding terms are «заява», «апликаційна форма», and «анкета».

Requisites:

1. Addressee (to whom it may concern; name of an establishment or position of a person-in-chief).
2. Sender (name of an establishment, initials, sometimes including his/her passport data, of a person an application refers to).
3. The name of the document.
4. The body of the document.

5. Ground (addendum): a list of documents applied to confirm its validity.
6. Date.
7. Signature.

An application is written in hand in one copy (duplicate). There are also application forms to be filled in. Study the example of an application for admission which is to be filled in by intended students.



APPLICATION FOR ADMISSION
Northwestern California University School of Law
2151 River Plaza Drive, Suite 306
Sacramento, CA 95833

PART 1: PERSONAL DATA

Last Name _____ First _____ Middle _____

Home Address _____ Social Security# _____

City _____ State _____ Zip _____

Mailing Address (if different) for Parcel Delivery _____

[Do Not Provide P.O. Box]

City _____ State _____ Zip _____

E-Mail Address _____

Date of Birth _____ Age _____ Gender ___M___F Citizenship ___U.S. ___ Non-U.S.

Have you ever been known by a name other than the one provided by you at the top of this application?

___Yes ___No

If yes, provide all aliases (alternative names) that you have been known by in your lifetime.

[_____]

Marital Status ___Single ___Married ___Divorced ___Separated ___Other _____

Maiden Name _____ Dependents _____

Work Phone (____) _____ Home Phone (____) _____ Best Contact Time _____

Is English your native language? ___Yes ___No

If not, what is your native language? [_____]

If English is not your native language, have you successfully completed at least two years of study at an educational institution where the language of instruction was in English? ___Yes ___No

Provide the name of that educational institution: [_____]

If English is not your native language, are you a citizen or permanent resident of a country where English is the official language? ___Yes ___No

Provide the name of that country: [_____]

If English is not your native language and you have not successfully completed at least two years of study at an educational institution where the language of instruction was in English, and you are not a citizen or permanent resident of a country where English is the official language, have you taken the Test of English as a Foreign Language (TOEFL) or the International English Language Testing System (IELTS)

examination within the last two years?

No, I have not taken TOEFL or IELTS but plan to do so _____ (Month/Year To Be Taken)

Yes, I have taken TOEFL or IELTS _____ (Month/Year Taken and Score)

Have you ever been convicted of a crime for which you were sentenced to any time in a jail or prison, even if the jail or prison term was suspended, modified or commuted? Yes No

Are you now under any charge(s) for any offense(s) against the law? Yes No

Are you currently the subject of any outstanding arrest warrant in any jurisdiction? Yes No

If you answered "yes" to any of the questions related to criminal convictions, offenses and warrants, give details which must include dates, circumstances and location:

(If necessary, you should use a separate sheet of paper to complete the details.)

Have you ever attended another law school? Yes No

If you have attended another law school, were you in good standing when last enrolled? Yes No

Name(s) of law school(s) previously attended _____

Were you ever disciplined and/or dismissed from any law school previously attended? Yes No

If so, provide the name of the school(s) and the type(s) of discipline and/or dismissal(s) received:

Have you previously applied to Northwestern California University School of Law? Yes No

If yes, please indicate approximate date(s) of application(s): _____

Were you ever enrolled at Northwestern California University School of Law? Yes No

If yes, please indicate approximate date of last enrollment: _____

PART 2: PROGRAM

What is the specific program for which you are applying?

JD Degree*

*[Joint BSL/JD Degree Program] Those who enroll in the school's Juris Doctor Degree Program may enroll in the school's joint Bachelor of Science in Law (BSL)/Juris Doctor (JD) Program following the successful end of their first academic year of study in the Juris Doctor Degree Program. The BSL degree is awarded to those students who choose that option and successfully complete the second academic year. There is no additional tuition charged for enrollment in the joint degree program.

PART 3: ACADEMIC BACKGROUND

This section must be totally completed. Do not refer the reader to attached transcripts or resume.

High School Attended _____

City _____ State _____ Graduation Date _____

College/University	Location	Dates Attended	Major	Degree Awarded	Semester Units of Credit	Quarter Units of Credit
TOTALS:						

As a Substitute for College Credits - Qualifying College Level Examination Program® (CLEP) Scores: (only the three, or in some situations five, accepted by the California Committee of Bar Examiners as a substitute for pre-legal education college credit.)

CLEP Subject and Score	CLEP Subject and Score	CLEP Subject and Score	CLEP Subject and Score	CLEP Subject and Score

(Attach separate sheet regarding academic background if more space is needed). (Note: Those accepted

for enrollment MUST submit certified college transcripts, or official and satisfactory College Level Examination Program (CLEP) scores, to the School within 45 days of enrollment, and should immediately register as a law student with the California Committee of Bar Examiners upon enrollment.)

PART 4: EMPLOYMENT DATA

Present Employer _____ Position _____

City _____ State _____ Country _____

Work Phone _____

TOTALS:

PART 5: TEST ADMINISTRATOR

(Identify here the judge, lawyer, credentialed teacher or school official from your local area who is willing to administer tests to you prepared by Northwestern California University. If you wish, you may submit this information at a later time.)

Name _____ Profession/Occupation _____

Address _____ City _____

State _____

Zip _____ Country _____ Phone _____

PART 6: TUITION AND FEES PAYMENT PLAN

(If you wish, you may submit this information at a later time.)

Select a tuition and fees payment plan. However, do not send in tuition and fees payment until you have received notification of admission approval.

Lump Sum payment for one part of the Law Study Program (Tuition of \$2,850, and one time Fee of \$495 for Online Guidebooks and CDs for the entire Law Program.

Monthly payments (Requires immediate payment of \$907.50, which includes the first month tuition payment of \$237.50, a \$100 administrative fee, the \$75.00 LexisNexis® fee, and one time fee of \$495 for Online Guidebooks and CDs for the entire Law Program. Also requires submission of 11 personal checks in the amount of \$237.50, postdated for each month.)

Credit Card payment (Lump Sum Payment for Tuition and Fees)

The school accepts Visa, MasterCard, Discover and American Express.

PART 7: INTEREST IN NORTHWESTERN CALIFORNIA UNIVERSITY SCHOOL OF LAW

How did you first learn about Northwestern California University School Of Law? (Please Choose One)

A Friend/Relative _____

Internet Website _____

Phonebook Yellow Pages _____

News Article _____

Inc. Magazine _____

Entrepreneur Magazine _____

Fast Company Magazine _____

Small Business Success Magazine _____

Entrepreneur Startups _____

Home Business and Opportunity Magazine _____

Psychology Today Magazine _____

Whispering Wind _____

Native Peoples _____

N Magazine (Natomas) _____

Other Magazine _____

Reference in Book _____

Other _____

PART 8: POLICY

I understand that there are no residency requirements for the law study program and that upon completion of all non-residence study requirements and payment in full of all monies owed students are awarded a degree/certificate. I also understand that the California Education Code prohibits the transmission of information contained in my application (and documents submitted to supplement the application) to others

without my consent. I hereby specifically agree that Northwestern California University School of Law may submit such information to the schools or agencies of its choice for verification.
 IT IS ILLEGAL AND/OR AGAINST SCHOOL POLICY TO DISCRIMINATE AGAINST APPLICANTS AND STUDENTS ON POLITICAL GROUNDS OR FOR REASONS OF RACE, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP, ETHNIC OR NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, MEDICAL CONDITIONS, STATUS AS A VETERAN OR DISABLED VETERAN, OR WITHIN THE LIMITS IMPOSED BY LAW BECAUSE OF AGE OR CITIZENRY.

Applicant's Signature _____ Date: _____
 Accepted by School Official: _____ Date: _____

It is essential that an applicant should understand every item of an application form otherwise he / she may write wrong inadequate data, which is likely to make him / her criminally liable for it. The role of a translator is particularly important when assisting in this kind of activity. In some cases a document is accompanied with translation. The first page of the Application for Schengen visa (its whole version is given in the section “Practical tasks”, Theme V) demonstrates such an example.

	<p>Application for Schengen visa Анкета для отримання Шенгенської візи</p> <p>This application form is free Безкоштовний бланк</p>	<p>PHOTO</p>
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1 Surname (Family name) (x)/ Прізвище (-а)			FOR OFFICIAL USE ONLY
2 Surname at birth (Former family name(s)) (x) / Прізвище (-а) при народженні / попереднє (-і) прізвище (-а)			Date of application:
3 First name(s) (Given name(s)) (x)/ Ім'я (Імена)			Visa application number:
4 Date of birth (day-month-year) Дата народження (день-місяць-рік)	5 Place of birth/ Місце народження	7 Current nationality Громадянство Nationality at birth, if different: Громадянство при народженні, якщо відмінне від теперішнього	Application lodged at <input type="checkbox"/> Embassy/consulate <input type="checkbox"/> CAC
8 Sex/ Стать		9 Marital status/ Громадянський статус	<input type="checkbox"/> Service provider

<input type="checkbox"/> Male/ Чоловік <input type="checkbox"/> Female/ Жінка		<input type="checkbox"/> Single / Неодружений / незаміжня <input type="checkbox"/> Married / Одружений / заміжня <input type="checkbox"/> Separated / Divorced / Розлучений (-а) <input type="checkbox"/> Widow(er) / Вдівець / вдова <input type="checkbox"/> Other (please specify) / Інше (прохання уточнити)		<input type="checkbox"/> Commercial intermediary <input type="checkbox"/> Border Name: <input type="checkbox"/> Other			
10 In the case of minors: Surname, first name, address (if different from applicant's) and nationality of parental authority / legal guardian. Для неповнолітніх: прізвище, ім'я, адреса (якщо відрізняється від адреси заявника) та громадянство особи, що має батьківські права або є офіційним опікуном						File handled by: Supporting documents:	
11 National identity number, where applicable / Ідентифікаційний номер						<input type="checkbox"/> Travel document <input type="checkbox"/> Means of subsistence <input type="checkbox"/> Invitation <input type="checkbox"/> Means of transport <input type="checkbox"/> TMI <input type="checkbox"/> Other:	
12 Type of travel document / Тип документа <input type="checkbox"/> Ordinary passport / Закордонний паспорт <input type="checkbox"/> Diplomatic passport / Дипломатичний паспорт <input type="checkbox"/> Service passport / Службовий паспорт <input type="checkbox"/> Official passport / Офіційний паспорт <input type="checkbox"/> Special passport / Спеціальний паспорт <input type="checkbox"/> Other travel document (please specify) / Інший проїзний документ (прохання уточнити)						<input type="checkbox"/> Travel document <input type="checkbox"/> Means of subsistence <input type="checkbox"/> Invitation <input type="checkbox"/> Means of transport <input type="checkbox"/> TMI <input type="checkbox"/> Other:	
13 Number of travel document Номер паспорту		14 Date of issue Дата видачі	15 Valid until Дійсний до	16 Issued by Ким виданий		Visa decision: <input type="checkbox"/> Refused <input type="checkbox"/> Issued: <input type="checkbox"/> A <input type="checkbox"/> C <input type="checkbox"/> LTV <input type="checkbox"/> Valid: From	
17 Applicant's home address and e-mail address / Поштова адреса та адреса електронної пошти заявника			Telephone number(s) / Номер(-и) телефону (-ів)			<input type="checkbox"/> Refused <input type="checkbox"/> Issued: <input type="checkbox"/> A <input type="checkbox"/> C <input type="checkbox"/> LTV <input type="checkbox"/> Valid: From	
18 Residence in a country other than the country of current nationality / Проживання не в країні громадянства <input type="checkbox"/> No / Ні <input type="checkbox"/> Yes. Residence permit or equivalent No / Так. Дозвіл на проживання або еквівалентний документ №						Valid	
until / Дійсний до						* 19 Current occupation/ Посада, яку займає	

Thus, negligence of the “clear” information aggravates the applicant’s (as well the translator’s) responsibility. This is fixed in the document.

<p>I declare that to the best of my knowledge all particulars supplied by me are correct and complete. I am aware that any false statements will lead to my application being rejected or to the annulment of a visa already granted and may also render me liable to prosecution under the law of the Member State which deals with the application.</p> <p>Я заявляю, що надав правдиві дані у повному обсязі. Мені відомо, що будь-яка</p>

неправдива інформація може стати приводом для відмови у видачі візи, в анулюванні виданої візи та дозволяє розпочати судову справу проти мене, відповідно до законодавства країни-учасниці Шенгенської угоди, яка розглядає мою заяву на отримання візи.

When one decides to visit China, it is necessary to obtain the Chinese visa. You are to fill in the questionnaire – China Visa Application Form – first. This form is usually made up in two languages: Chinese and a native tongue; but in Chinese Embassy in Kyiv it is typed in Chinese and Russian (the Chinese learn Russian as a foreign language in their native country; nowadays the Ukrainian language starts gaining popularity with the Chinese due to a great number of agreements being concluded between China People’s Republic and Ukraine). Study this form:

Форма V.2011A

中华人民共和国签证申请表

Визовая анкета Китайской Народной Республики

申请人必须如实、完整地填写本表格。请逐项在空白处用中文或俄文大写字母打印填写，或在□打×选择。如有更多需要声明事项，请附 另纸说明。Заявитель должен достоверно и полностью заполнить анкету. Пожалуйста, напишите или напечатайте Ваши ответы на китайском языке или на русском языке печатными буквами в каждой колонке или отметьте знаком × в соответствующей графе. Если у вас есть дополнительная информация, о которой Вы хотели бы заявить, пожалуйста, напечатайте на отдельном листе.

如申请到中国工作、留学，或与护照偕行人同行，或不在国籍国申请签证，你还需填写签证申请表附表(Form V.2011B)。Если Вы заявляете на рабочую, учебную визы или с вами в одном паспорте совместно следует кто-либо, или если Вы подаете документы на визу в стране или территории не вашего настоящего гражданства, Вы должны заполнить Дополнительную Визовую Анкету (Форма V.2011B).

一、个人信息 **Раздел 1: Личные сведения**

1.1. 英文姓名 Ф.И.О. Латиницей (как в паспорте)	姓 Фамилия:	1.2. 性别 Пол	<input type="checkbox"/> 男 Муж.	照片 / Фото 请将1张近期正面免冠、浅色背景的彩色护照照片粘贴于此。 Наклейте, пожалуйста, 1 цветную фотографию размером 3x4мм, без головного убора и на светлом фоне.
	名 Имя:		<input type="checkbox"/> 女 Жен	
1.3. 中文姓名 (如有, 请用汉字) Ф.И.О. на китайском языке (если применимо)				
1.4. 别名或曾用名 Другое имя или прежнее имя (если применимо)				
1.5. 用本国语言书写的名字				

Ф.И.О. на гос. языке			
1.6. 现有国籍 Нынешнее гражданство		1.7. 曾有国籍 Прежнее гражданство	
1.8. 同时具有的国籍 Другое гражданство (если есть)		1.9. 出生日期 Дата рождения (год- месяц-число)	
1.10. 出生地点(国、省/市) Место рождения (страна, город, область)		1.11. 当地身份证号码 Номер удостоверения личности	
1.12. 婚姻状况 Семейное положение	<input type="checkbox"/> 已婚 Состою в браке <input type="checkbox"/> 未婚 Не состою в браке <input type="checkbox"/> 离婚 В разводе	<input type="checkbox"/> 丧偶 Вдова/вдовец <input type="checkbox"/> 其他 (请说明) Прочее (опишите подробно):	
1.13. 当前职业 (可选多项) Профессиональная деятельность в настоящее время (можно выбрать несколько пунктов)	<input type="checkbox"/> 商人 Бизнесмен <input type="checkbox"/> 公司职员 Сотрудник компании <input type="checkbox"/> 教师 Педагог <input type="checkbox"/> 学生 Учащийся <input type="checkbox"/> 家庭主妇 Домохозяйка <input type="checkbox"/> 无业 Без работы <input type="checkbox"/> 国会议员 Депутат парламента	<input type="checkbox"/> 政府官员 Официальное лицо <input type="checkbox"/> 新闻从业人员 Работник СМИ <input type="checkbox"/> 宗教人士 Священнослужитель <input type="checkbox"/> 现役军人 Действующий военнoслужаший <input type="checkbox"/> 退休 Пенсионер <input type="checkbox"/> 乘务人员 Экипаж на транспорте <input type="checkbox"/> 其他(请说明) Прочее (Опишите подробно):	
1.14. 护照种类 Категория паспорта	<input type="checkbox"/> 外交 Дипломатический <input type="checkbox"/> 公务、官员 Служебный	<input type="checkbox"/> 普通 Общегражданский <input type="checkbox"/> 其他证件 (请说明) Прочее (Опишите подробно):	
1.15. 护照号码 Номер паспорта		1.16. 签发日期Дата выдачи (год-месяц- число)	
1.17. 签发地点(省/市及国家) Место выдачи (страна, город, область)		1.18. 失效日期Срок действия (год-месяц- число)	
1.19 办理签证通常需要5个自然日。如需加急，请注明， 但须另外缴费。Обычная виза оформляется 5 календарных дней. За срочность взимается дополнительная плата.		<input type="checkbox"/> 普通 (5天) Обычная виза 5 дней <input type="checkbox"/> 加急 (3天) Срочная виза 3 дня	

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二、赴华旅行信息 Раздел 2: Сведения о поездке

2.1. 赴中国主要事由 (可选多项) Основная цель визита в Китай	<input type="checkbox"/> 旅游 Туризм <input type="checkbox"/> 探亲 Посещение родственников <input type="checkbox"/> 访友 Посещение друзей <input type="checkbox"/> 商务 Деловая поездка <input type="checkbox"/> 会议 Собрание <input type="checkbox"/> 过境 Транзит <input type="checkbox"/> 任职就业 Работа <input type="checkbox"/> 记者常驻 Аккредитованный журналист	<input type="checkbox"/> 记者临时采访 Корреспондент <input type="checkbox"/> 常驻外交、领事官员 Аккредитованный дипломат, консульский работник <input type="checkbox"/> 商业演出 Коммерческие гастроли <input type="checkbox"/> 执行乘务 Экипаж на транспорте <input type="checkbox"/> 留学 Учеба <input type="checkbox"/> 官方访问 Официальный визит <input type="checkbox"/> 其他 (请说明) Прочее (Опишите подробно):
2.2. 计划入境次数 Количество планируемых въездов	<input type="checkbox"/> 一次入境 (自申请日起3个月内有效) Однократный въезд в течение 3 месяцев <input type="checkbox"/> 二次入境 (自申请日起3-6个月内有效) Двукратный въезд в течение 3-6 месяцев <input type="checkbox"/> 半年多次入境 (自申请日起半年内有效) Многократный въезд в течение 6 месяцев <input type="checkbox"/> 一年多次入境 (自申请日起一年内有效) Многократный въезд в течение 12 месяцев <input type="checkbox"/> 其他 (请说明) Прочее (Опишите подробно):	

2.3.首次行程抵达中国的日期 Дата первого возможного прибытия в Китай (год-месяц-число)		
2.4.预计行程中单次在华停留的最长天数 Максимальный срок пребывания во время планируемой поездки в Китай		Дней
2.5.在中国逗留期间的住址及电话(按时间顺序) Адрес и номер телефона во время пребывания в Китае (по дате)	详细邮政地址 Подробный почтовый адрес	电话 Номер телефона
	1.	
	2.	
	3.	
	4.	
2.6.谁将承担往返中国及在中国的费用? Кто несет ответственность за Ваши расходы во время пребывания в Китае?		<input type="checkbox"/> 你本人 Сам/сама <input type="checkbox"/> 邀请单位或个人 Приглашающая сторона <input type="checkbox"/> 父母或法定监护人 Родители или законный опекун <input type="checkbox"/> 其他(请说明) Прочее (Опишите подробно):
2.7.在华期间有无医疗保险?如有,请填写保险公司名称及保险账号。Имеется ли у Вас медицинская страховка в Китае? Если «Да», напишите пожалуйста название медицинской страховой компании и Ваш аккаунт.		
2.8.在华邀请、联系的单位名称、地址及电话 Ф.И.О., адрес и номер телефона приглашающей стороны или контактного лица в Китае.	
	
	
2.9.在华亲友、联系人的姓名、地址、电话 Ф.И.О., адрес и номер телефона Вашего родственника, друга или контактного лица в Китае.	
	
	

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The text frames of visa questionnaires are stereotyped. It is of urgent importance to give a Ukrainian version of translation of the *China Visa Application Form* by competent authorities in order Ukrainian speaking citizens could not experience any uneasiness or inconvenience with filling in the designated questionnaire in Russian.

II. Applying for a job.

When a person applies for a job or wants to retire, he / she writes an application addressing (referring to) the chief of an establishment or enterprise petitioning to place him/her in a job or dismiss him/her. He/she indicates a structural subdivision of an establishment and position he/she intends to obtain or dismiss. Nowadays a great many application forms are appearing. Each firm (or any other establishment) structures them according to the information they need to know about a person in order to define if a

person meets their requirements or not, still they keep to the official requisites. These documents may include addenda. Odessa is a port city, there are a great many crewing companies recruiting seafarers. Correct content is a guarantee of success. Study a typical application form for seamen.

“AMADEY” MARITIME AGENCY Ltd.

Fax: +38 048731-75-98 Tel:+38 048-731-75-96

E-mail:*amadey.crewing@paco.net*

APPLICATION FORM

Visa USA № _____ FROM _____ TO _____

1. Position desired		2. Second choice	
3. Date available		4. Minimum salary	
5. Name/surname			
6. Date of birth		7. Place of birth:	
		8. citizenship:	
9. Home address:			10. Tel.: Mob.
11. Marital status: Married/Single/Divorced		12. Nbr. Of children:	13. Under 18 yrs:
14. Next of kin:	15. Relation:	16. Address/tel.:	
17. Weight:	Height:	Colour of hair:	Size of shoes: Size of uniform:
18. English ability: Fluent/Good/Moderate/Poor		19. Other foreign languages:	
20. PASSPORTS AND CERTIFICATES		STCW-78/95 CETIFICATES FOR ALL VESSELS	
DOCUMENT		Number	Issued on Valid till Issued at
Travel passport			
Seaman's book			
Other seaman's book (if any)			
Education diploma			
Grade/school:			
Certificate of competency (rank)			
Endorsement of certificate			
Survival at sea (personal surv. tech.) VI/1			
Advanced fire fight A-VI/3			
Medical care / First aid A-VI/4			
Proficiency in survival craft A-VI/2(pg. 1-4)			
Danger and hazard cargoes B-V/4&B-V/5			
RADAR (DECK OFF.) AII/I. AII/2, BI/12			
ARPA (DECK OFF.) AII/I. AII/2, BI/12			
GMDSS (DECK OFF.) Endorsement IV/2			
Refresher and Updating I/11			
Chemical and Liquefied Gas Tankers A-V/1			
Oil Tanker Safety A-V/1			
RO-RO Passenger Ship			
RO-RO Ship			

Maintenance of electrical (for I,II eng.)A-III/2				
Ships Safety Officer IMO A.741(18)				
Ships Security Officer				
Last medical / drug test				
Vaccinations	Yellow fever			

21. PREVIOUS SEA SERVICE (Please fill in completely and in detail for last 5 years. Fill in last employment first)

Vessel	Flag	Type	DWT	Engine	HP	Rank	From	To	Owner/Manager

22. DOCUMENTS ADDENDUM

Document/Comments	Number	Issued on	Valid till	Issued at

23. PREVIOUS CREWING COMPANIES

Company	Address	Phone/E-mail

24. Identification code	
25. Passport of a citizen of Ukraine	Family name, first name, patronymic _____ Series № _____ Issued: _____ _____ date of issue: _____

If you have any Curriculum Vitae, a Resume or any references, please, accompany.

We appreciate your interest in joining our organization. Again we request that you check this application to insure that all questions have been fully and properly answered. Filling out this application form does not guarantee employment.

I authorize the investigation of all statements contained therein. I further understand that any misrepresentation or material omission made on this personal history form renders liable to dismissal.

Date: _____

Signature: _____ **as Applicant**

Titles of information provisions containing the Participle (sometimes adjectives) are often fixed in the order Noun + Participle / Adjective (Position *desired*, Date *available*). Nominal word combinations are more frequent (N+N, N+prep.+N): *home address, travel passport, education diploma, sea service; next of keen, proficiency in survival craft, endorsement of certificates, etc.*

The “after-text” of the application form is written in polite manner. It is accompanied by words: *please, we appreciate..., we request...* . A company-employer or a person-employer is not usually identified as “*I*”. In most cases he/she speaks on behalf of a company (*Company guarantees* – in the third person singular) or personnel (*We appreciate your interest in joining our organization.*) When addressing an applicant in written form there is not any sex indication in applications. An applicant points it out in divisions **sex:**

male or *female*

When writing an application in Ukrainian, a person does not usually personificate himself/herself. Sentences start with the verbs in the first person singular (Прощу звільнити мене з посади ...). The style of writing is official. An applicant should not write over the lines or in the margins. If necessary, he / she can use a separate sheet of paper to continue the information in any section inserting a note which says “Continued on the attached sheet” or “Continued on a separate sheet”. The additional sheet is to be structured in the same way as the original.

Although applicants must use specialized terms, sentences are to be easily understood. This vocabulary can be of use when writing or translating applications for employment:

Personal

English	Ukrainian	Chinese
1) date of birth 2) ethnic group (nationality) 3) marital status 4) social security number (SS#) 5) identification code number 6) ailment 7) illness 8) physical disability, handicaps 9) to preclude 10) creed 11) violation 12) mode of living	1) дата народження 2) етнічна група, національність 3) сімейний стан 4) номер соціального забезпечення 5) номер ідентифікаційного коду 6) недуга 7) захворювання 8) фізичні відхилення 9) запобігати, виключати можливість 10) релігійні переконання 11) порушення (прав) 12) устрій життя	1) 出生日期 2) 民族 3) 婚姻状况 4) 社会保障号 5) 识别代码 6) 不适 7) 生病 8) 身体不适 9) 妨碍 使...丧失机遇 10) 宗教信仰 11) 违法 12) 生活方式

Education

English	Ukrainian	Chinese
1) academic 2) vocational 3) extra-curricular 4) major (subject) 5) minor (subject) 6) post-graduate course 7) scholastic average	1) університетський, академічний 2) професійний 3) додатковий, факультативний (про дисципліни) 4) основний предмет; спеціальність, спеціалізація 5) непрофільююча (академічна) дисципліна 6) аспірантура 7) середній бал	1) 大学的 2) 专业的 3) 补充的 4) 必修课；专业、专门化 5) 选修课 6) 研究生 7) 平均分

Work history

English	Ukrainian	Chinese
1) When/Date available	1) Коли Ви можете	1)

2) immediate supervisor	приступити до роботи? /Дата виходу на роботу	您什么时候开始工作/开始上班的日期
3) reason for leaving –	2) безпосередній начальник	2) 顶头上司
4) Left to pursue other opportunities	3) причина звільнення	3) 辞职/解雇的理由
5) personal reasons	4) звільнився через перехід на інше місце роботи	4) 因更换工作而辞职
6) personal references	5) за власним бажанням	5) 自愿
7) fair employment practice law	6) рекомендація	6) 推荐信
	7) трудове законодавство	7) 劳动法

Military

English	Ukrainian	Chinese
1) Have you taken any training under the G.I. Bill of Rights?	1) Чи проходили Ви підготовку на військовій службі?	1) 您是否接受过军事训练
2) branch of service	2) рід військ	2) 部队，部门
3) decorations	3) нагороди	3) 奖励
4) to discharge	4) демобілізувати	4) 使复员
5) draft status	5) призов	5) 挑战召唤
6) injuries sustained	6) отримані поранення	6) 外部创伤
7) rank	7) звання	7) 称号
8) reserve	8) запас	8) 储备
9) years of active service	9) роки строкової служби	9) 工龄
10) resignation	10) звільнення зі служби	10) 辞职、退休

Other expressions

English	Ukrainian	Chinese
1) Check one.	1) Відзначте хрестиком або галочкою.	1) 请用叉号或对号标出
2) person to notify in case of emergency	2) особа, яку необхідно проінформувати у разі крайньої необхідності	2) 紧急情况下的联系人
3) N/A, n/a (not applicable) –	3) не має відношення	3) 与...无关 与...没有联系
4) Have you ever been bonded?	4) Чи знаходилися Ви в тюремному ув'язненні?	4) 您是否有服刑经历?

5) Have you been convicted of a crime in the past ten years?	5) Чи були Ви залучені до кримінальної відповідальності за останні 10 років?	5) 最近10年, 您是否曾被牽涉進刑事案件?
6) The facts set forth above in my application for employment are true and complete. –	6) ця анкета заповнена мною правильно і повністю.	6) 该表格内容由本人填写并均符合实施
7) False statements on this application shall be considered sufficient cause for dismissal.	7) Несправжні відомості в анкеті можуть послужити достатньою підставою для звільнення.	7) 任何表格中的虛假信息都將導致填報人被解雇。
8) You are hereby authorized to make any investigation of my personal history and credit and record through any investigative or credit agencies or bureaus of your choice.	8) Цим дозволяю проводити будь-які дослідження фактів моєї біографії, фінансів та рахунків будь-якою агенцією або бюро розслідування на Ваш вибір.	8) 我可意接受来自任何相关机构及其代理对我的档案及财务状况进行必要的核查。

After responding to every item the applicant should check a document for spelling mistakes and punctuation. In case an application is sent by post to an organization, it would be preferable to add a brief covering letter saying that an applicant thanks them for the application form, wishes to apply for the vacancy, encloses the completed form, and looks forward to attending the interview.

III. Application letters

The world of modern business functions according to the principle “goods / service – demand – manufacturer / doer”. The mode “employer – employee” represents the hierarchical process of its realization. Not every candidate can become part of this process; application letters, resume, reference and letters of recommendation facilitate successful enrollment. Translators contribute into this venture. To know the tips of dealing with these documents is advantageous for everyone.

The application letter (sometimes called “a cover letter” (супроводжувальний лист) because it is sent with a C.V. in the same envelope) is aimed at getting a job interview. There are two types of application letters: a *solicited* (закритий лист) application letter and *unsolicited* (відкритий лист) application letter. A *solicited application letter* is sent to a definite, or announced, job opening. An *unsolicited application letter* or “prospecting” letter is one sent to a company that hasn’t announced an opening [18, p. 87 – 88]. The objectives of an application letter are:

- to obtain attention;
- to introduce qualifications;
- to present evidence;
- to encourage action.

If several applicants have the same qualifications, only those writing impressive letters will be interviewed.

Requisites:

1. Date.
2. The addressee’s name.
3. The salutation.
4. The body of the letter:
 - Introduction;
 - Main part. In fact it is qualifications enumeration where a person describes his/her merits and qualities which correspond *to the job description (=a summary of responsibilities and duties of an employee)*.
 - closing
5. The Parting.
6. The sender’s name.
7. The Enclosure (it is written if a sender puts his/her résumé into the same envelope).

The examples of an unsolicited and solicited application letters, given below [18, p. 385 – 386], correspond to the above written requirements.

Unsolicited Application Letter

Anna Fedorko
7 Musorgskiy St., 15
Donetsk 346335
UKRAINE

Personnel Manager
IBM Group

Dear Sir or Madam,

I believe my experience makes me an ideal candidate for a managerial position in your firm.

I have six years experience of work in the field of sales management. Four months ago my accomplishments were acknowledged by a substantial salary increase.

My university education has equipped me to work with computer-based clients, like yours, as well as to communicate with people. Training in business writing, public relations and age psychology would help me to achieve solid rapport with them. I speak Chinese, Turkish, English and Portuguese; Ukrainian is my native language.

Any time convenient for you, I would appreciate the opportunity to discuss my qualifications for beginning a career with your company.

Please call me at 411-5161 after 6 p.m. if you need further information about my experience.

Faithfully yours,

Anna Fedorko

Enclosure

Solicited Application Letter

Fax: (048) 537-547

e-mail: search@search.odessa.ua

Ms. Sahra Rubinstein
Chief Administrative Officer
The science and Technology Centre in Ukraine

Dear Ms. Rubinstein,

I am applying for the position of Personal Assistant to the Manager advertised in the "Business Fair" of March 21 a.c. In June I am receiving my Master Diploma in Foreign Languages and Literature at South Ukrainian National Pedagogical University named after K. D. Ushynsky.

I am particularly interested in the professional profile of your company. As my Master Diploma is dedicated to the research of pragmatic and linguistic peculiarities of the advertisement language, I hope this experience will be of use to you.

Regarding my work experience, I have been employed at various foreign companies as a receptionist, secretary and then was promoted to the position of a Chief Administrative Assistant, the one I occupy at the moment. However, I would like to advance in my career and to pursue other challenging professional targets.

As far as I can see from the advertisement in the magazine, the work requires a strong command of foreign languages. My fluent English, as well as Chinese, can be assets owing to widely extended business contacts of your company.

I would appreciate the opportunity to discuss my qualifications with you any time at your convenience.

Sincerely yours,

Yevheniia Rudenko

Enc.

Translators should keep in mind the most frequently used phrases and clichés relating to application letter writing. Here are some of them presented in three languages:

English	Ukrainian	Chinese
1. Referring to the job advertisement in ...	1. Стосовно оголошення про роботу в ...	1. 有关...职位的招聘启示
2. I am writing to you concerning your advertisement of a vacancy for a bilingual secretary to work in your export department.	2. Звертаюся до Вас за оголошенням про вакансію двомовного секретаря в експортному відділі.	2. 向您咨询有关进出口业务部双语秘书招聘的启示
3. I am answering (replying) your advertisement for the post of Bank trainee which is published (placed) in ...	3. У відповідь на Ваше оголошення про вакансію стажера в банку, що було опубліковано в ...	3. 有关贵银行在...处发布的保安招聘启示的回函
4. I am writing to ask if you might have a vacancy in your office for an accountant's clerk.	4. Звертаюся до Вас з питанням про наявність можливої вакансії бухгалтера у Вашому офісі.	4. 请问贵办事处是否招聘财会
5. I was recommended by Mr... who is currently working in your firm to write to you concerning a possible post in your department.	5. Пан..., який працює наразі у Вашій фірмі, порадив мені звернутися до Вас з приводу можливої вакансії у Вашому відділі.	5. 贵公司主管建议我向您咨询有关贵部门空缺岗位事宜
6. I am particularly interested in the position you offer, as I know my previous experience and academic background would be valuable in the area of ... (engineering, business,	6. Посада, яку Ви пропонуєте, викликає у мене особливий інтерес, оскільки мій попередній досвід і освіта могли б прислужитися в галузі ...	6. 我对阁下所提供的岗位很感兴趣。本人学业及工作背景可在(技术、销售、财会)部门为您提供服务。

accountancy).	(техніки, бізнесу, бухгалтерського обліку).	
7. I am sure I would be successful in this post, as I have now gained the experience and skills that are required.	7. Я впевнена, що досягну успіху на цій посаді, оскільки володію необхідним досвідом й навичками.	7. 我相信 以鄙人具有的经验及技能必能在该岗位上做出贡献
8. As a(n) ... (job title) I know my background in ... (area of work) would prove valuable to you, especially as I have been dealt with ...	8. Як ... (посада) мій досвід в ... (сфера діяльності) Вам може прислужитися, оскільки я займався, а саме....	8. 作为...我的...经验,必可为您所用 作为曾经的...
9. This position would require someone who has had extensive experience of ... which I gained both academically and commercially at ...	9. На цю посаду потрібен співробітник, який має багатий досвід роботи..., який він набув як під час навчання, так і в процесі роботи у сфері торгівлі...	9. 本人在就读及之后的...贸易工作中积累了该职位所要求应聘者...领域的工作经验。
10. At present I am employed at ... where I deal with...	10. Наразі я працюю в ... як..., де я маю справу з ...	10. 目前我作为...就职于...从事...方面的工作。
11. During my time at ... I worked on several projects which were very successful.	11. За період роботи в ... я працював над кількома проектами, які були досить успішними.	11. 在...工作期间,本人设计了...项目,并获得了相当的成功。
12. I am graduate of ... University and possess a Bachelor Degree of Arts.	12. Я випускник / студент старших курсів... університету і маю ступінь бакалавра гуманітарних наук.	12. 我是...大学毕业生/高年级学生,并具有人文科学的本科学位。
13. Next year I shall graduate with a MA.	13. Наступного року я отримаю ступінь магістра гуманітарних наук.	13. 明年我将获得人文类学科的硕士学位。
14. I have successfully completed a course in PC.	14. Я успішно закінчив курс з програмування.	14. 我已经通过了程序员培训班考试
15. Speaking about my proficiency in foreign languages they are the following: English – excellent, Chinese – fluent, German – good.	15. Мої знання іноземних мов: англійська – відмінно, китайська – вільно, німецька – добре.	15. 外语水平: 英语 -很好, 中文 -流畅(能自由交流), 德语 -好
16. I would appreciate to discuss my qualifications with you at your convenience.	16. Буду вдячний за можливість обговорити з Вами мою кваліфікацію в зручний для Вас час.	16. 在您方便时,如能获您垂询、不胜荣幸。

We should mind the grammar of application letters. When using the modal verb “*might*”, an applicant inquires about a possible vacancy in a very polite

manner, though possibility is rather vague. The use of the *Subjunctive Mood* demonstrates that an applicant is not sure whether he/she will be enrolled. Still he/she “advertises” his/her skills and suggests possible desirable actions concerning the area of the work he/she applies for.

IV. Résumé writing

Résumé is an integral part of the process of applying for a job. It is a calling card which is purposed to attract the interest of the perspective employer. It should describe an applicant’s personality and demonstrate his energy, ambition, and ability to work in teams. It should give the employer a sense that this candidate should be a good investment for the company. The information in a résumé needs to be well-organized, result-oriented as well as easy to read. It usually includes personal information, personal and volunteer experience, special skills, education, accomplishments, and references.

There are two main formats of a résumé: ***chronological and functional***. The most popular with the beginners is a chronological résumé. In the ***chronological résumé*** a list of education and work experience is presented in a reverse chronological order. This is followed by a statement explaining job responsibilities.

In the ***functional résumé*** experience and skills are given under the job title, without dates or places of an employment. In the functional résumé, emphasis is placed on what you have achieved (or have not) where and when you achieved it. It is particularly useful if a person has made many changes from one field to another or previous jobs are unrelated to the current position [18, P. 111 - 112].

After ***name header*** there follows ***job objective***. We may title this part “*Objective*”, “*Job objective*”, “*Career Objective*”. One may call **summary** of qualifications “*Skills Summary*”, “*Summary of qualifications*”, or “*Experience Summary*”. An applicant should write his/her most important and relevant qualifications.

Professional experience section can be headed as “*Work experience*” or

“*Employment History*” and is likely to take the biggest part of your résumé. This is the section most employers are interested in. Starting with the present or most recent job, an applicant lists the jobs he/she has held. He/she must give the description of his/her duties, accomplishments, a sample of something significant that an applicant did. Here we use phrases instead of complete sentences (for current job responsibilities in the past tense), spell out all kinds of abbreviations (graphical, initial, abbreviation of words), but for degrees, and contractions, write different action verbs (see the list of action verbs below) so none appears more than twice. We should avoid phrases “*responsible for*”, “*duties included*”, headings “*position*”, “*job title*” which are obvious and redundant. Educational background can precede the experience section if:

- you are a recent college/university graduate with little job experience;
- you are changing your career and your education is more relevant and impressive than your work experience.

It is not necessary to mention the city’s name in the university’s name if they coincide. All honours are usually mentioned:

- Bachelor of Arts (or B.A.) in Mass Communication, with honours, 2000, Boston University.

Experience of a foreign exchange student is also worth noting. The fact that you studied abroad shows you enjoy a challenge and are willing to try new experience.

For example,

- One year foreign study at Athens University, 2001, Greece.

In **Special skills** section the name of the course and the date of its accomplishment are included. *For example,*

- CAD software: 2-month training programme, NASA Computer Training Center, Hampton, Va., September 1995.

In **Membership and activities** section an applicant should focus on the

professional or social memberships that are related to your career. It can be headed “*Professional Affiliations*”. A list of person’s activities reflects his/her ability to manage a busy schedule. Their listing should be current and brief.

References can be supplied by a candidate’s former employer, supervisor, teacher, university professor or colleagues [18, p. 114 – 121].

The action verbs can be of use bot for translators and applicants. Study the English verbs and their corresponding meaning in Ukrainian and Chinese:

Action verbs

English	Ukrainian	Chinese
1) accomplished	1) виконав	1) 完成了
2) administrated	2) керував	2) 操作了
3) applied	3) застосовував	3) 采取了
4) arranged	4) організовував	4) 组织了
5) audited	5) звітував	5) 进行了汇报
6) charted	6) замовляв	6) 定制了/订购了
7) compiled	7) складав	7) 设立了
8) contracted	8) укладав (угоди)	8) 签订了 (合约)
9) controlled	9) керував	9) 领导了
10) counselled	10) консультував	10) 对...进行了咨询
11) delivered	11) читав (лекції)	11) 送去了; 开设讲座
12) distributed	12) розповсюджував	12) 传播了
13) elaborated	13) активно розробляв	13) 积极研究、发展
14) estimated	14) попередньо оцінював	14) 大致估算 (估计)
15) evaluated	15) оцінював якість	15) 质量评价
16) examined	16) перевіряв	16) 检查了
17) expanded	17) розвивав (торгівлю)	17) 发展了 (贸易)
18) filed	18) вів картотеку	18) 制作索引卡
19) handled	19) керував; обробляв (вантажі, документи); продавав	19) 配置货物 编订文件 出售了
20) implemented	20) упроваджував	20) 采用了
21) instituted	21) застосовував	21) 采取了
22) instructed	22) навчав	22) 教授了
23) liaised	23) підтримував зв'язок	23) 保持联系
24) maintained	24) обслуговував (обладнання)	24) 曾服役于、曾维护过 (机械)
25) managed	25) керував	25) 操作了
26) monitored	26) контролював, відстежував	26) 控制了 跟踪、监控了
27) motivated	27) стимулював	27) 刺激、鼓励

28) negotiated	28) вів переговори	28) 进行了谈判
29) operated	29) працював (на машині)	29) 操作机械
30) ordered	30) замовляв	30) 定制了、订购了
31) outlined	31) описував у загальних рисах	31) 描述出..的大致轮廓
32) performed	32) виконував	32) 完成了
33) processed	33) обробляв	33) 开发了
34) provided	34) забезпечував	34) 提供了 满足了
35) purchased	35) купував	35) 购买了
36) recorded	36) реєстрував	36) 注册了
37) recruited	37) приймав на роботу	37) 雇佣..工作
38) repaired	38) ремонтував	38) 修理了
39) reviewed	39) перевіряв	39) 检查了
40) scheduled	40) складав розклад	40) 制定了时间表
41) searched	41) досліджував	41) 研究了
42) supervised	42) очолював	42) 指挥了
43) supported	43) забезпечував, підтримував	43) 提供了 支持了
44) traced	44) відстежував	44) 追踪了 监控了
45) trained	45) навчав, тренував	45) 教受了
46) verified	46) перевіряв, контролював	46) 检查了 控制了

The examples of the chronological [18, p. 387] and functional résumés display detailed information of the applicant's personal data:

Chronological Résumé	
Name	Iryna Nikitenko
Address	22 Pushkina St., apt. 18, Kharkiv, 61001, Ukraine
Telephone number	+380 (57) 738-13-90
e-mail address	nikitenko@kharkiv.ua
Education	
1998-2002	V. N. Karazin Kharkiv National University, Foreign Philosophy Faculty
Jan. – May 2001	Arizona State University, Faculty of translators and Interpreters: English – German, German – English Translation Faculty: Course of International Communication

Work Experience

Feb. 2001 – present	Administrative Assistant in “Kreditanstalt Investmentbank Securities” (Germany) <ul style="list-style-type: none">• arranging invitations• supplying for visas clearance• office document filing• responsible for office maintenance
June – Dec. 2000	Secretary-receptionist in “Kreditanstalt Investmentbank Securities” (Ukraine) <ul style="list-style-type: none">• attending the customers• answering telephone calls• incoming - outgoing fax filing
Jan. – May 2000	Co-author of German-English-Ukrainian Dictionary on Economic Terms
March – Dec. 1999	Receptionist in the hotel “London”

Skills and Abilities

- fluent in English, German
- practical knowledge of Microsoft Office 2002
- excellent communication skills
- good learner

Functional Résumé

Jose A. Adelo

1525 Jackson Street, City, NY 11111

Phone: 555-555-5555

Email: jadelo@bac.net

OBJECTIVE

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, training experience, customer service and a successful track record in the Blood Banking care environment.

SUMMARY OF QUALIFICATIONS

Results-oriented, high-energy, hands-on professional, with a successful record of accomplishments in the blood banking, training and communication transmission industries. Experience in phlebotomy, blood banking industry, training, quality assurance and customer service with focus on providing the recipient with the highest quality blood product, fully compliant with FDA cGMP, Code of Federal Regulations, AABB accreditation and California state laws.

Major strengths include strong leadership, excellent communication skills, competent, strong team player, attention to detail, dutiful respect for compliance in all regulated environments and supervisory skills including hiring, termination, scheduling, training, payroll and other administrative tasks. Thorough knowledge of current manufacturing practices and a clear vision to accomplish the company goals. Computer and Internet literate.

PROFESSIONAL ACCOMPLISHMENTS

Program/Project Manager

Facilitated educational projects successfully over the past two years for Northern California blood centers, a FDA regulated manufacturing environment, as pertaining to cGMP, CFR's, CA state and American Association of Blood Bank (AABB) regulations and assure compliance with 22 organization quality systems.

Provided daily operational review/quality control of education accountability as it relates to imposed government regulatory requirements in a medical environment. Assisted other team members in veni-punctures, donor reaction care and providing licensed staffing an extension in their duties by managing the blood services regulations documentation (BSD's) while assigned to the self-contained blood mobile unit (SCU). Successfully supervised contract support for six AT&T Broadband systems located in the Bay Area. Provided customer intervention/resolution, training in telephony and customer care, Manpower Scheduling, Quality Control, Payroll and special projects/plant extensions and evaluations to ensure proper end-of-line and demarcation signal.

Reduced employee turnovers, introduced two-way communication to field employees, enhanced employee appearance and spearheaded the implementation of employee (health) benefits.

Chief point of contact for the AT&T telephone and the ABC Affiliated TV stations as it relates to complaints and diagnosing communicational problems either at the site or remote broadcasting. Also tested/repaired prototype equipment for possible consideration or for future use. Reviewed FAA safety requirements and procedures to ensure compliance for aircraft and passenger safety.

Communication expert and programming specialist for the intermediate range Lance and Persian missile systems. Trained to operate and repair the (FDC) fire direction control computer system and field satellite communications. Supervised and maintained the position of System Technician in charge of status monitoring and the integration of monitoring devices in nodes and power supplies. For the reception and transmission of telemetry to the network operation centers (NOC's) located in Denver, CO and Fremont, CA. Designed plant extensions, improved the paper flow and inventory control for the warehouse. Provided preventative maintenance at the system level, face to face customer interaction when required and traveled to several

telephony/@home systems in the U.S. for evaluation and suggestions in using the status monitoring equipment.

EDUCATION

- ♦ Associate of Art, Administration of Justice, San Jose University, San Jose, CA
- ♦ NCTI Certified, CATV System Technician, Denver, CO
- ♦ ABM Certified, Cornerstone Technician, Denver, CO

Both while making up and translating this kind of official documents an applicant and translator should take into consideration that the content of résumés is presented by means of elliptical sentences (they , as a rule, lack any personal pronoun representing the author - *Provided daily operational review/quality control of education accountability...*) and functional phrase (*Computer and Internet literate*).

It is obvious who fulfills them (the author of the résumé). If current activities are described, *the Present Simple* and *the Present Progressive tenses* are used. Certain abilities can be expressed by means of the use of the Participle I (*Possessing strong computer skills*). Activities performed in the past are rendered with the help of the Past Simple Tense (*Took part in...*). The verbs “**to be**” in word combinations with the Participle/Adjective (*Currently enrolled in..., directly responsible for...,*) and “**to have**” (in the meaning of having some experience/practice) are not used (*5 years experience in ..., a successful track record in...*).

The modern Chinese resume represents a mixed type:

个人简历

姓名 张迎新 性别 女 出生年月 19730904
民族 汉 学历 文学硕士 专业 英语语言文学
通讯地址 哈尔滨工程大学外语系英语一教学部 电话 13936628057
邮箱 rebecca973@hotmail.com rebecca973@gmail.com

教育背景

2002.08---2004.01 瑞典达拉那大学 获文学硕士学位
1994.09---1998.07 东北林业大学外语系 获文学学士学位

工作经历

2004.03至今 在哈尔滨工程大学外语系任教

1998.08---2002.06 在哈尔滨中实学校任教

国家级论文：

比较不同后现代文学中的自我表达：约翰·巴斯的《迷失在欢乐屋》与王朔的《一半是海水，一半是火焰》（2004.02）

亨利·詹姆斯的《黛西·米勒》中的冲突与写作技巧研究（2007.09）

省级论文：

从《远大前程》的人物塑造解读狄更斯的创作风格（2007.11）

浅析积极心理学在高校教育中的适用性(2007.12)

出版物：

《全新大学英语跟踪阅读教程4》（主编 2009.06）

《世界通览：阿根廷哥伦比亚墨西哥卷》（第一副主编 2009.07）

兴趣爱好 本人酷爱体育，

尤其是乒乓球，羽毛球及游泳；喜爱音乐，偏爱古典及爵士。

When translating résumés it is also essential that its text-frame should be reserved:

Чжан Їнсінь

Дата народження: 09.04.1973 р.

Адреса: Харбінський інженерний університет,
вул. Наньтон, 145, район Наньган, Харбін

Стать: жіноча

Стан здоров'я: відмінне

Тел.: 13936628057 E-mail: rebecca973@hotmail.com rebecca973@gmail.com

Освіта:

2002-2004 рр. Університет Даларна (Швеція), ступінь магістра гуманітарних наук, спеціалізація – англійська мова.

1994- 1998 рр. Північно-східний лісотехнічний університет, ступінь бакалавра гуманітарних наук, спеціалізація – англійська мова.

Стаж:

2004 – поточний рік – факультет іноземних мов, Харбінський інженерний університет.

1998 – 2002 Харбінська середня школа Чжонші

Досягнення:

Публікації:

- 1) Самовираження в постмодерністській літературі на матеріалі творів Джона Барта «Загублені у веселому будинку» та Ван Шуо «Половина полум'я – половина морської води» (лютий, 2004).
- 2) Конфлікти і технології в творі Генрі Джеймса «Дейзі Міллер: кабінет» (вересень, 2007).
- 3) Ре-інтерпретація стилю написання твору Чарльза Дікенса «Великі очікування» (листопад, 2007).
- 4) Аналіз обслуговуваності позитивної психології у вищій освіті (2007.12)

Праці:

- 1) Новий курс читання англійською мовою в коледжах (IV) (Видавництво: «Хейлунцзян Пиплз Паблішінг Хауз») (червень, 2009)
- 2) Загальне розуміння світу: Аргентина, Колумбія та Мексика (Видавництво: «ХоньКонТіанМа Паблішінг Хауз») (липень, 2009)

Дослідження:

- 1) Вивчення та практичне використання моделі навчання англійської мови в коледжах на основі мультимедійних технологій.
- 2) Вивчення ресурсів навчання.

Хоббі / інтереси:

Успіхи у майже всіх видах спорту, особливо – настільному тенісі, плаванні, бадмінтоні. Любов до музики.

It is required to apply an English version of a Chinese résumé if a person plans to be employed abroad. Study the example of the English version of Zhang Yingxin's résumé:

Zhang Yingxin's résumé

Name: Zhang Yingxin Date of Birth: 09/04/1973/
Address: Harbin Engineering University
No.145 NanTong Street
NanGang District Harbin P.R.C
Telephone:13936628057 E-mail : rebecca973@gmail.com
Sex: Female
Health: Excellent

Profile

A well organized, highly-motivated and reliable individual with excellent health and pleasant personality. Communicates well, both written and orally and enjoys

working with a wide range of people.

Career History

2004---Present Foreign Language Department of Harbin Engineering University
1998---2002 Harbin Zhongshi Middle School

Education Background

2002---2004 Hogskolan Dalarna (Sweden)
Degree of Master of Arts with a major in English
1994---1998 Northeast Forestry University
Degree of Bachelor of Arts with a major in English

Achievements

Publications :

Self-Expression in Postmodern Literature, John Barth's Lost in the Funhouse and Wang Shuo's Half is Flame Half is Seawater (2004.02)
Conflicts and techniques in Henry James' Daisy Miller: A Study (2007.09)
Re-Interpretation of Charles Dickens' writing style from his Great Expectation (2007.11)
The analysis of the serviceability of positive psychology in higher education (2007.12)

Works :

New Reading Course of College English (IV) (HeiLongjiang People's Publishing House) (2009.06)
The Overall View of the World: Argentina, Colombia and Mexico (HonKongTianMa Publishing House) (2009.07)

Research:

The study and the practice of the college English teaching model on the base of multimedia (2006.09 – 2007.07)
The research of the exploring of teaching resources (2010.04 – 2011.09)

Hobbies/Interests

Keen on most sports, particularly table tennis, swimming and badminton.
Love music very much.

Résumés contain specialized standardized vocabulary. Here are the most frequent expressions used in résumé writing:

English	Ukrainian	Chinese
1. Seeks entry-level/full-time/part-time position.	1. Шукаю роботу, яка не потребує стажу / з повною / частковою зайнятістю.	1. 谋求没有实习期的工作，谋求全职/兼职工作
2. Looking for a responsible and challenging management/sales position.	2. Шукаю відповідальну й перспективну роботу у сфері керування / збуту.	2. 谋求在管理/销售领域具有发展前景的职位
3. Possessing strong computer skills, including detailed knowledge of Word 7.0.	3. Добре володію комп'ютером, детально знаю програму Word 7.0.	3. 熟悉计算机操作及熟练掌握Word 7.0
4. Responsibilities include programming, checking system malfunctions, keeping time-sharing records on visitors.	4. До обов'язків входить програмування, перевірка систем обробки даних, складання графіку прийому відвідувачів.	4. 职责包括，编程、测试系统文件、编订日程、登记来访宾客
5. Directly responsible for supervising two clerical workers.	5. Під моїм безпосереднім керівництвом працюють два співробітника.	5. 有两名员工直接归我领导
6. Currently enrolled in ... programme.	6. Наразі працюю в програмі ...	6. 目前，按照计划...在工作
7. Awarded ... degree in ...	7. Присвоєно ступінь ... у галузі...	7. 在...领域具有...级别证书
8. Earned high average grade.	8. Отримав високий бал.	8. 获得高额平均分
9. Took part in student contest in economics.	9. Брав участь у конкурсі студентських робіт з економіки.	9. 参加过大学生经济学竞赛
10. Honourably discharged with rank of ...	10. Звільнений у запас з почесним званням ...	10. 列出所得的个人荣誉
11. 5 years legal experience in real estate sales.	11. 5 років досвіду роботи юристом з торгівлі нерухомістю.	11. 在房地产交易行业，具有5年的律师从业经历
12. Worked with local firm for 4 years.	12. Працював у місцевій фірмі 4 роки.	12. 在当地公司供职了4年
13. Developed and implemented new programmes.	13. Розробляв й упродовжував нові програми.	13. 开发并应用了新的软件
14. Performed general banking procedures.	14. Виконував основні банківські операції.	14. 承担了银行的日常业务
15. Trained and experienced in photography, investigation, and interviewing techniques.	15. Маю кваліфікацію й досвід роботи фотографа, володію методами	15. 熟练掌握摄影技能，并具备采访及调查能力

<p>16. Responsibilities included assisting customers, stocking merchandise, taking inventory.</p> <p>17. Duties included ordering, supplies, maintaining records, transcribing orders, greeting and assisting visitors.</p> <p>18. Did light typing, filing, and mailing.</p>	<p>дослідження й опитування.</p> <p>16. До обов'язків входило обслуговування клієнтів, складування товарів, ведення обліку.</p> <p>17. До службових обов'язків входили замовлення поставчань, їхня реєстрація, облік замовлень, прийом й обслуговування відвідувачів.</p> <p>18. Дещо друкував, вів картотеку й листування.</p>	<p>16. 职责包括；接待顾客、货物入库登记</p> <p>17. 职责包括；订单下达、登记，订单统计，客户接待</p> <p>18. 做过一些文案编辑、索引制作以及讯息传递工作</p>
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It is very important to avoid mistakes in spelling, grammar, and punctuation while writing (and translating) a résumé. It should also be neatly printed on high quality paper.

Theme VI. Reference and Recommendation Letters

I. A Person's Reference

II. A letter of Recommendation

Very often Ukrainian citizens turn to translators with a request to help them write reference and recommendation letters, as they intend to apply for a job in a foreign country. It is necessary both to know the structure of these letters and to use appropriate vocabulary and grammatical structure.

I. A Person's Reference

Reference is a document of a specific form containing thoughts of citizens about a worker as a staff member of an operating establishment drawn up according to the requirements set-up to official documentation. It is made up by his/her requirement or it is a written inquiry of the other establishment to be presented there.

Requisites:

- 1.** The Name of the document.

2. The title (family name, first name, patronymic of a person for whom this reference is issued; a year or a full date of birth, position occupied, residence place – if necessary).

3. The body of the document containing these data:

- working experience (period of work - since which date he/she has worked in this establishment, his/her position);
- attitude to duties and discipline at work (the most important achievements, encourages and punishments are enumerated in this section);
- moral qualities (character traits, attitude to the other staff members of an organization he/she is working at);
- resumes;
- conclusions;
- setting of characteristics (on demand).

4. Date of reference making-up.

5. Signature of the chief of an establishment.

6. Seal.

Reference is made up on a standard sheet of paper in one copy.

Let us study the sample of the reference letter: its lexical and grammatical aspects.

REFERENCE

given to Bunina Vira Petrivna,
(1954 year of birth)
teacher of English, Lyceum #1,
Chernivtsi, Ukraine

Bunina Vira Petrivna has been taking a position of Teacher of English in Lyceum #1 since 1989. She proved to be a proficient specialist with personal teaching approach. Being respected by both colleagues and children, she always managed to keep and accumulate her positive qualities which were mentioned by the administrative board and senior teaching staff.

Vira's intelligence and perfect knowledge of the subject greatly

contributed to warm atmosphere in the Lyceum life.

Her punctuality in the line of duty positively underlines the character of a teacher. Vira is sociable, helpful, hardworking and always polite, with a good sense of situation.

She is also resourceful, enjoys challenges, goal oriented possessing well-practiced analytical skills. Prefers working part of a team.

Leading teacher,
Department of English,
Lyceum #1, Chernivtsi,
Ukraine

Nina Tretyakova
(signature)

The sentences are full. The author narrates in the 3d person singular. The verbs in the sentences describing applicant's contribution to cooperative work are used in the Past Simple Tense (*she always managed to ...*). His/her personal characteristics may be expressed by means of the verbs in the Present Simple / Progressive Tense (*She is also resourceful, enjoys challenges ...*).

II. A letter of Recommendation

A letter of recommendation is written to present an honest evaluation of the applicant personality and to give characteristics of his/her working abilities and qualifications. Its main aim is to present objective and helpful information about a candidate which is to help in making decision on whether to accept a candidate or not. The "Letter of reference" differs from the "Letter of recommendation". The latter doesn't recommend a candidate for a post but only presents information about him/her. As a rule, letters of recommendation are written in response to a request from the applicant or the prospective employer.

A letter of recommendation is written only in positive. It's better when a reference knows a candidate quite well. The better a reference knows a candidate the more effective a recommendation is going to be. Positive evaluation of a candidate may be reinforced by comparing and ranking him among other employees. It's worth describing candidate's on-job accomplishments and

achievements. General evaluation of candidate's skills as excellent, very good or good should be further justified by true facts or data.

A letter of recommendation is a confidential document and sometimes an applicant is not supposed to see it. It should be signed by a reference and bear his name, position, phone number, e-mail or post address in case a prospective employer would decide to check the information. A candidate can apply for a letter of recommendation to his former employer, supervisor, teacher, University professor, or colleague [18, p. 136 - 141].

It usually consists of three parts:

1. The opening:

- the name of the candidate;
- the position sought;
- period of their acquaintance (how long the reference has known the applicant and in what capacity).

2. The body of the letter:

- applicant's qualifications;
- job performance;
- accomplishments and achievements;
- evaluation of his/her positive qualities and potential.

3. The closing (an overall evaluation of the candidate and his/her ranking comparing with other employees in similar position). There may be also a statement in which a reference remarks that in case the applicant returns to the company, they would rehire or re-employ him/her. Let us examine the example of a letter of recommendation.

Letter of Recommendation

Mark Daniels
Head of Personnel Development Department
International Charity Foundation
10, Lermontov Street, Dnepropetrovsk, 49019

Dear Mr. Daniels,

Mrs. Tetyana Stoyanova, whom your organization is considering for the position of part time interpreter, requested that I submit this confidential information at her request.

Tetyana started working with us six months ago, soon after receiving her B.A. degree. During this time she distinguished herself by:

1. *Professionalism*. All the official translations she has done for our company were impeccable. More than once she worked as an interpreter at business meetings and scientific conferences with our partners and proved herself as a highly qualified employee.
2. *Excellent communication skills*. As a secretary, Mrs. Tetyana Stoyanova attended our clients personally and by phone and was always polite and convincing. Her flexibility and ability to learn fast makes her an excellent team worker.
3. *Responsibility*. Tetyana efficiently dealt with every task we gave her and showed a surprising ability to work under pressure.

Mrs. Tetyana Stoyanova is one of the most conscientious employees I have supervised. Should she return to us, we would be pleased to hire her again. If you need additional information, call me at +38 067 654 37 39.

Yours sincerely,

Gregory Ashton
 President
 Translation Bureau *Lingva Plus*, Ukraine

Study the Chinese-English version of a recommendation letter:

<p>推荐信</p> <p>×××教授 头衔：硕士生导师 电话： 邮件地址： 地址：南开大学生命科学院 尊敬的同事们：</p> <p>作为南开大学生物学院这一在中国非常出色大学的老师，我很高兴能有机会把我最喜欢的学生之一的她推荐给你们的PhD项目。</p> <p>2012 9月，我给她们上普通生物学，</p>	<p>The letter of recommendation</p> <p>Prof. ××× Title : Master Instructor Tel : E-mail : Address : Nankai University Dear Colleagues :</p> <p>As a teacher in Department of Biology, Nankai University, a leading university in China, I am very pleased to take this opportunity to recommend one of my favorite students to your PhD program.</p> <p>09, 2012, Miss Zhang was my students</p>
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<p>这是她们上的第一门专业课程。她表现出了非常浓厚的兴趣。我上课的方式比较开放，互动性较强，她是最喜欢对我课上提出问题进行回答的学生之一。她从不害怕说出自己的看法，就算是和我的观点不一致。</p>	<p>in General Biology, the first professional course they take in the field. She likes it very much. I teach her in an open and interactive manner, she is active and passionate about answering class questions. Miss Zhang is bright, energetic and enthusiastic girl who loves speaking out her own ideas. She never escapes from those points of which she is skeptical.</p>
<p>我相信，张小姐的勤劳，热情和奉献精神，会使她成为你们项目的理想人选，所以我非常建议她参与你们的项目 。如果能接受她到你们的项目，我将不甚感激。</p>	<p>I believe Miss Zhang's industriousness, passion and dedication will make her an ideal candidate you are seeking for your program, so I highly recommend her without any hesitation to you. Moreover, I will greatly appreciate it if you could accept her into your program.</p>
<p>谢谢！</p>	<p>Thank you</p>

The lexical and grammatical aspect of recommendation writing is the same as it is in reference writing. Here are some of the expressions and sentences (in English, Ukrainian and Chinese) most frequently used in recommendation writing:

English	Ukrainian	Chinese
<p>1. At the request of ... I submit this confidential information ...</p>	<p>1. На прохання ... я надаю цю конфіденційну інформацію ...</p>	<p>1. 按..要求 我将提供有关..的涉密信息</p>
<p>2. I am pleased to respond to Mr. ...'s request for a reference regarding his application for the position of ...</p>	<p>2. У відповідь на прохання пана ... я із задоволенням даю рекомендацію відповідно до наданої заяви на посаду...</p>	<p>2 响应先生的请求...我很乐意对提交的申请提出建议 ...</p>
<p>3. His excellent command of English and oratory skills are obvious.</p>	<p>3. Його прекрасне знання англійської мови й ораторські здібності є очевидними.</p>	<p>3. 不难发现他的口才和英文都很好</p>
<p>4. In the previous year he began serving at the ...</p>	<p>4. Минулим роком він почав працювати в ...</p>	<p>4. 从去年开始他一直在..工作</p>

<p>5. It quickly became evident that he is extremely knowledgeable about ...</p> <p>6. During the working period he demonstrated enthusiastic individual approach combined with pioneering spirit.</p> <p>7. He has introduced several innovations into the technological process of production ...</p> <p>8. Mr. ...'s talents go far beyond ...</p> <p>9. He is always willing to share his experience and knowledge with other members of the staff.</p> <p>10. In conclusion I should mention that he is extremely responsible.</p> <p>11. He always completes his tasks promptly.</p> <p>12. He is always cordial and professional in his relation with our staff.</p> <p>13. In my opinion, he would be an asset to your company.</p> <p>14. I truthfully recommend ... / It is my pleasure to recommend ...</p> <p>15. I am pleased to recommend ...</p> <p>16. I heartily recommend ...</p> <p>17. I recommend ... without reservation.</p> <p>18. Therefore, I can recommend Mr. ... without any hesitation.</p> <p>19. Should he return to us, we would be glad/pleased to rehire him.</p>	<p>5. Незабаром стало очевидним, що він надзвичайно багато знає про ...</p> <p>6. За період роботи він проявляв індивідуальний, повний ентузіазму підхід у поєднанні з ініціативним характером.</p> <p>7. Він вніс декілька новаторських рішень у технологічний процес виробництва...</p> <p>8. Здібності пана... виходять далеко за рамки ...</p> <p>9. Він завжди готовий поділитися своїм досвідом і знаннями з іншими співробітниками.</p> <p>10. У підсумку я маю відзначити, що він дуже відповідальна людина.</p> <p>11. Він завжди виконує завдання належним чином.</p> <p>12. Він завжди душевний і компетентний у відносинах із співробітниками.</p> <p>13. На мою думку, від буде доброю знахідкою для Вашої компанії.</p> <p>14. Я із задоволенням рекомендую...</p> <p>15. Я охоче рекомендую...</p> <p>16. Я щиросердо рекомендую...</p> <p>17. Я рекомендую... без будь-яких сумнівів.</p> <p>18. Отже, я можу порекомендувати пана ... без будь-яких сумнівів.</p> <p>19. У разі його повернення ми будемо раді знову прийняти його на роботу.</p>	<p>5. 很快就发现,他对..非常熟悉</p> <p>6. 在工作中,他积极性很高,充分表现出自身特点及主人翁精神</p> <p>7. 他对生产工艺进行了改良</p> <p>8. ...先生的才能超出...的范围</p> <p>9. 他总是原因和同事们分享自己的经验和技能知识</p> <p>10. 对于他的鉴定,我必须提到一点,他非常具有责任心</p> <p>11. 他总是能用恰当的方式完成工作</p> <p>12. 他在同事中威望很高</p> <p>13. 我个人认为,他非常适合你们公司</p> <p>14. 我非常乐意向您推荐...</p> <p>15. 我非常荣幸的向您推荐...</p> <p>16. 我衷心地向您推荐...</p> <p>17. 毫无疑问,我向您推荐...</p> <p>18. 如此一来 我衷心向您推荐..</p> <p>19. 如果他回来 我们非常乐意重新安排他工作</p>
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While making up and translating letters of recommendation, possible conditions (or uncertainty) are expressed by the structure with the modal verb “*should*” as well as inverted word-order (*Should he return to us ...*), supposition is rendered by means of the structures with the modal verb “*would*” (*he would be an asset to your company ...*). If an applicant performs certain actions very often, we can use notional verbs in the form of the Present Progressive Tense (*He is always willing to ...*). Some intensifiers are also used: *extremely, always, etc.* Thus, correct lexical and grammatical content composition is a token of success.

Theme VII. Business letters

I. Business letters

II. Inquiry Letter

III. Letter of order

IV. Letter of Complaint

Ukraine’s part in the international business conditions the necessity of economic literacy. Nowadays there co-exist joint firms, companies and enterprises. One cannot imagine the functioning of Ukrainian branches without qualified economists, lawyers and translators. Translators are in charge of office correspondence, negotiations and conclusion of business agreements and contracts, in terms of linguistic correctness and interpreting skills. Thereupon we shall get acquainted with the elementary constituents of business success – business letters.

I. Business letters

A business letter is a letter written in formal language, usually used when writing from one company to another, or for correspondence between such organizations and their customers, clients and other external parties. The overall

style of the letter will depend on the relationship between the parties concerned. There are many reasons to write a business letter: to request direct information or action from the other party, to order supplies from a supplier, to identify a mistake that was committed, to reply directly to a request, to apologize for a wrong or simply to convey goodwill. Even today, the business letter is still very useful because it produces a permanent record, is confidential, formal and delivers persuasive, well-considered messages.

The main varieties of *business* letters are *inquiries (enquiries), offers, quotations, orders, acknowledgements, collections, letters of complaint/claim*. The letter is often an evidence of the arrangement or contract, and must therefore be written with care [18, p. 227 – 228].

Inquiries (enquiries) seek details on price, discounts, price lists, catalogues, samples and terms of sale (quality and quantity of goods, models or trademarks, terms of delivery and terms of payment).

Offers supply all information requested, e.g. the name of the goods offered, their quantity and quality, price, delivery time or date, terms of payment, marking and packing instructions and other conditions. They refer to enclosures and samples, catalogues and other items sent by separate post.

Quotations propose products, fixed and negotiable terms, prices, transport and insurance costs, discounts, methods of payment; quote delivery.

Orders place orders for goods or services (give references to an advertisement or catalogue, details of the goods required: quantity, quality, catalogue number, packing, conditions and qualifications, alternatives if the goods ordered are not available).

Acknowledgements give confirmation that the order has been received and take the repetition of the order. With small routine orders from regular customers this may be done by means of a ready-printed postcard.

Collections aim at obtaining payment of a debt (overdue accounts) at various stages: the 1st reminder, the 2nd reminder, and the final demand (to notify the buyer before taking legal actions to enforce payment).

Letters of complaint / claim seek reparation for some fault or deficiency, e.g. late delivery or repeated delays, unsatisfactory quality of goods, wrong goods or wrong quantity of items, etc.

These types of business letters have their corresponding equivalents in Ukrainian:

inquiry (enquiry) – запит;

offer – пропозиція;

quotations – оферта, пропозиція;

order – замовлення;;

acknowledgement – підтвердження;

collection – інкасо;

complaint – скарга;

claim – претензія, прокламація.

These letters are divided into:

1) the ones which require an answer (requests, proposals, inquiry, requirements) and

2) the ones which do not require it (notification, reminder, endorsement, rejection, guarantee and informational orders).

Requisites:

1. The letterhead:

- The name of the establishment-addressee;
- Company's address;
- Telephone number;
- Fax;
- Telex number;
- E-mail address.

2. Number.

3. The salutation

4. The body of the letter consisting of 3 parts:

- Introduction;

- Main part (description of facts or actions causing writing a letter);
- Closing (resumes and proposals).

5. The Parting

6. Date.

7. The Sender's name.

8. Signature.

9. Seal.

If there are **enclosures**, *e.g. leaflets, brochures, etc.*, with the letter, they are mentioned at the bottom. You may see an abbreviation “**c.c.**” at the end of a letter. Originally it meant “carbon copy”, today it tells who else receives a copy of the letter. Letters being sent by establishments are to be printed on special official blanks.

No letter can do without the addressee's name. The address to a person depends much upon the fact whether you know him/her or not and a person's sex. If you do not know a person (or his/her name) you may address him/her by a job title: *The Vice-President*; or special titles: Doctor (Dr.) Brown, Professor (Prof. Smith). Gender aspect is not marked in this case anyhow. We have not got a slightest idea of who it is: a man or a woman. The titles “**Dear Sir/Madam**” open a letter written to a man/woman whose name is not known.

But if we know a person (at least his/her sex) we may address a male like *Mr. Peter Black*. After the graphic abbreviation “**Mr.**” there may follow a man's name (or graphic initials of the first and middle (if any) name) and his surname (*Mr. P.C. Black*); or you may omit a person's first name (*Mr. Black*). The use of this courtesy title does not depend upon the fact if he is married or not. “**Dear Sirs**” is used to address a company of men. “**Dear Sir or Madam**” is more widely used today instead of “**Dear Sirs**”. It can be explained by the fact that in companies a lot of women work nowadays as well. They may occupy leading positions. According to the feminist “regulations” it is considered to be a violation not to count with the up-to-date status of women in our society. In the USA a

letter to a company may open with “*Gentlemen*”, followed by a colon.

To address a woman you are to choose a courtesy title: *Mrs.*, *Miss.* or *Ms.* “*Miss.*” is used to address an unmarried woman, “*Mrs.*” – to a married woman, and “*Ms.*” if you doubt about her marital status.

As for the parting formula, it depends on the form of salutation: “*Yours sincerely*” is used if the letter begins with “*Dear Mr./Mrs./Miss/Ms.*”; “*Yours faithfully*” if the letter begins with “*Dear Sir/Madam*”; “*Yours truly*” or “*Very truly yours*” if the letter begins with “*Gentlemen*”.

II. Inquiry Letter

Let us study an example of an inquiry letter:

Inquiry Letter	
13th Floor, ADR Tower Samuel Lewis Ave. & 58th Street Obarrio, Panama City Tel. +507 269-2255; 264-8911 Fax. +507 269-1552; 264-7033	
	February 11, 2003
Purchase Dept. Media SR 120 Fall St. Pireus, Greece	
Dear Sirs,	
We are a large record store in the centre of Panama City and would like to know more about the tapes and cassettes you advertised in the last edition of the “Hi-Fi News”.	
We would like to know whether the cassettes are leading brand names, or made by independent companies, and whether they would be suitable for listening classical music or only dictations and messages. It would be helpful if you could send us some samples, and if they are of the brand we require, we will place a substantial order with you. We would also like to know if you are offering any trade discounts.	
Faithfully yours,	
Andrew Martin Purchase Manager	

Business letter style differs from the informal one, because the main goal of business correspondence is to reach an agreement between partners, its style is strictly official, or formal. That means that words are to be used in their primary, not figurative meaning. It is recommended that their authors use minimum words, compose clear sentences, use facts, accurate descriptions, and keep to the point. In business correspondence the Passive Voice is often used in order to create formal style:

Thank you for your letter which **was received** at this branch yesterday. It **has been forwarded** to Head Office, as complaints **are dealt** with there. (format)

On the other hand, business correspondence is characterized by more sophisticated language comparing with the informal style, like every day spoken speech, and has its own terminology, phraseology, and standard abbreviations as well. Its lexicon comprises some traditional obsolete words and foreign borrowings (mostly of Latin and French origin) like:

per capita (Lat.) – з розрахунку на душу населення;

per pro (pp) = on behalf of – за дорученням;

a priori – апіорі, апіорний (попередній);

per annum (Lat.) – щорічний, щорічно;

appendix – додаток;

index – показник, індекс;

curriculum vitae (CV) – скорочені біографічні відомості;

memorandum – пам'ятка, нотаток, записка, меморандум.

In general the formal style is characterized by:

- complex sentences;
- abstract nouns;
- frequent use of impersonal sentences;
- bookish vocabulary;
- absence of contractions, colloquial words, and slang.

Translators should use formal words when translating or composing business letters. The words and word combinations below may be of use for them.

Compare the words of the formal and informal style:

Informal Style

Formal Style

big	substantial
a buy	a purchase
so-so	satisfactory
to send	to forward, to dispatch
to get	to obtain
to give	to supply, to provide (with)
to show	to indicate
to tell	to inform, to notify, to update
to thank	to be grateful
wrong	incorrect
to get better and better	to improve
to get worse and worse	to depreciate, to decline
to keep in touch	to keep apprised, to keep informed
to owe	to be in debt to smb., to be obliged to smb.
our idea	the company's proposal
we wanted	the corporation required
your letter to us	the correspondence received
you'll get your money back	you will be repaired the loan

III. Letter of order

Let us also get acquainted with samples of a letter of order and a letter of complaint.

<p style="text-align: center;">Letter of order</p> <p style="text-align: center;">ROSSOLINI KITCHEN EQUIPMENT</p> <p>Troll B. Rossolini 5624 Gordon Park Barold, HJ 93571</p> <p>Dear Mr. Rossolini,</p> <p>We would like to purchase twenty two (22) individual stand mixers (Model #43423), all in the color red.</p> <p>We would like you to charge this purchase to the preexisting account that we have with you, business account #543234.</p> <p>We hope to receive this order no later than Friday, November 11th, 2009.</p>

Attached to this letter please find our preferred shipping method and receiving address.

Please confirm that you received this order by calling us at 232-231-4563 anytime during business hours, Monday to Friday.

Thank you for your cooperation.

Marrel Kitchen & House Co.

Enc. Order form No. WA246

IV. Letter of Complaint

Letter of Complaint

Ms. Alina Prykhodko
C / o LTD Transcontainer Ukraine
P.O. Box 743
03179 Kyiv
Ukraine

LTD Transcontainer Ukraine
4-a Zhovtneva str., Kyiv 03179, Ukraine
Tel. +38044 593-96-13
Telefax: +38044 593-96-14
E-mail: Chrismedia@ibs.mail.ua

Dear Madam,

Last month I ordered at your advertising manager Helen Peterson five colour advertisements of our School to be published in your periodical. It should have been in a box, with our logo and 8 lines of the text. I have paid \$ 450 for that service. Yesterday I received this week's issue of the "What's up" and saw that there was not our logo in the ad. Furthermore, it is black and white.

I hope this mistake will be eliminated in the next issue of your periodical, and I believe my letter has not disappointed you.

I have always appreciated your collaboration which, I hope, will last for many years more.

Faithfully yours,
Alina Prykhodko
Headmaster

Appropriately organized business letters are considered to be a pledge of successful bargains. One should use certain business clichés, word combinations within a discussed theme (both in written and oral speech). It is significant also to avoid grammar and spelling mistakes. Nowadays only experienced and qualified workers are required for further development of any organization.

Theme VIII. Agreements.

I. Classification of agreements

II. Text frames of official documents.

III. Labour agreements

The group of **commercial documents** comprises Business Agreement, Contracts, Dissolution of Business, Business Registration Certificate, Business Patent Certificate of Origin, General Power of Attorney, Special Power of Attorney, No Objection Certificate, Income Tax Certificate, Sale Tax Certificate, Memorandum of Articles, Memorandum of Association, Government Approval Letters and all other certificates/documents relating to trade/business.

I. Classification of agreements

Agreement is an economic and contractual document fixing understanding between two or several partners – natural or juridical persons. This term has two equivalents in Ukrainian: «догoвip» and «yзoдa», both of them certify understanding between two or more partners. They determine terms and conditions, interrelations, rights and duties of parties (*Labour/Manning Agreement*).

Requisites:

1. The name of the document type;
2. The title;
3. Place of its conclusion;
4. Date;
5. Full names of parties, their representatives (family name, first name, patronymic), authority (power) on the basis of which they act.
6. The body of a document containing:
 - term (period) of its performance;
 - quantitative and qualitative data;
 - quantity of work (output) and total sum;

- order of work fulfillment;
- payment procedure;
- obligations and responsibilities of parties;
- controversy settlement particulars;
- force majeure.

7. Information about parties: legal addresses or passport data of representatives.

8. Signatures of parties.

9. Seal of one or all establishments concluding an agreement.

In English the variety of the terms denoting this kind of relations is big: *agreement, treaty, act, understanding, pact* and *bond*. Depending on the sphere of its application we choose this or that term:

1. Agreements dealing with the *organization of new forms of economic management*. To this set of documents one refers guideline treaties on the association initiation and small concern foundation. Standard language is typical of this kind of official documents (guideline treaties). It is aimed both at simplifying the textual composition of a document and quickening its perception.

2. Agreements dealing with *intermediary activity (broker's act)*.

3. Agreements on *real (property) responsibility*.

4. *Economic agreements*.

5. *Financial and exchange treaties (treaty on commerce, exclusive sales act, buy-sale act)*.

6. Agreements dealing with *building and construction (construction acts)*.

7. Agreements dealing with *joint work (treaty on cooperation, patent cooperation treaty, mutual assistance pact, reciprocity agreement)*.

8. Agreements dealing with *the exploitation of premises, facilities* of different kinds, etc. (*leasing agreement, operating agreement*).

9. Agreements dealing with *employment (employment agreement)*.

10. Agreements dealing with *insurance (marine insurance act, indemnity act)*.

11. Agreements dealing with *transportation of goods (act of affreightment, marine tag act)*.

12. Agreements dealing with *provision of services*.

II. Text frames of official documents

The texts of official documents are highly standardized: at the levels of both macrostructure (the structure of the whole text) and microstructure (the arrangement of individual paragraphs and sentences). The level of macrostructure presupposes that an official document consists of a preamble, main text body and a concluding part. Depending on the type of a document the composition and content of its individual parts may slightly vary. In modern linguistics standard text structures intended for information presentation at different language levels are called *frames* [16; 19].

A *frame* is understood as a set language structure with changeable elements. The changeable elements within a text frame are called *slots* [17, p. 181-182].

Let us consider Material Transfer Agreement (MTA) as an example of a frame.

Material Transfer Agreement (MTA)

By: Dr. Frederic Erbisch, Director (Retired), Office of Intellectual Property,
Michigan State University, United States, e-mail : erbisch@juno.com

1. This Material Transfer Agreement is made and entered into as of the _____ day of _____ 20 _____ (the "Effective Date") by and between _____ (hereinafter referred to as "LENDER") having its principle office at _____ and _____ (hereinafter referred to as "BORROWER") having its principle office at _____

2. In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws:

3. The "MATERIAL" covered by this Agreement is defined as and includes the following

(hereinafter referred to as "MATERIAL") developed by _____

In the above frame of an agreement the blank spaces represent the slots to be filled with *slot fillers* (by the date, company names, addresses, etc.) Though, it should be mentioned that a text frame seldom has the form of a text with blank spaces. Rather one can encounter a standard text with stable and changeable parts, for example:

_____ By this Agreement does not grant to Agent any *rights in or license to* _____ 's *trademarks, trade names or service marks*. _____ reserves *all such rights to itself*. Agent shall not utilize, without _____ 's *express, prior or written* consent, any _____ *trade or service marks on trade names*, and will promptly report to _____ any apparent unauthorized use by third parties in the Territory of _____ 's *trade or service marks or trade names*.

In the above text frame the italicized text fragments are presumed to be changeable depending on the subject, terms and conditions of the Agreement, e.g., “*prior consent*” can be replaced by “*oral consent*”, etc.

A translator should bear in mind that while translating official documents he is to find target language equivalents of the source text frames and use them in translation as standard substitutes, filling the slots with frame fillers in compliance with the document content [167, p. 182].

Here is an abstract from ESELLERATE DISTRIBUTION AGREEMENT which specifies terms and conditions of electronic purchases of computer software and other digital and non-digital goods and services via the Internet. Study its lexical and grammatical peculiarities.

ESELLERATE DISTRIBUTION AGREEMENT

This Distribution Agreement is entered into this 21 day of December 2005 (the “Effective Date”) by and between MindVision. Inc. d/b/a eSellerate (“eSellerate”). A Nebraska corporation with principle offices at 5901 N. 58th Street, Lincoln, Nebraska 68507-3249 and the below identified Publisher.

RECITALS

Whereas:

- eSellerate has developed software applications (“eSellerate[™] Licensed Materials”) and the eSellerate online transaction service to facilitate consumer electronic purchases of computer software and other digital and non-digital goods and services via the Internet;
- Publisher legally markets and distributes computer software products and/or other digital and non-digital goods and services (“Publisher Products”) and represents and warrants that all intellectual property related to Publisher Products as contemplated in this agreement does not knowingly violate any copyright, patent, trade secret, or trademarks of any person or organization.
- Publisher wishes to grant eSellerate rights to facilitate consumer electronic purchases of Publisher Products and distribution of Publisher Products (digital goods only) via the eSellerate online transaction service.

AGREEMENT TERMS AND CONDITIONS

Wherefore, subject to the terms and conditions of this Agreement:

1) Publisher License. eSellerate hereby grants Publisher and Publisher hereby accepts a limited, non-exclusive, non-transferable, revocable, worldwide right and license to:

- a) Reproduce the eSellerate Licensed Materials (in object code form only) for the sole purpose of combining the eSellerate Licensed Materials with Publisher Products (digital goods only) to facilitate the electronic purchase of Publisher Products by consumers via the eSellerate online transaction service;
- b) Sublicense the use of the eSellerate Licensed Materials (in object code form only) in Combined Products for the purpose of this Agreement only.

2) Publisher’s Specific Obligations. Publisher acknowledges and agrees:

- a) To provide all end-user agreements governing the use of Publisher Products.
- b) To provide and be solely responsible for all terms of sale, representations and warranties regarding Combined Products and Publisher Products, and except as provided for in this Agreement, to pay all taxes, duties, levies, or other charges of any kind resulting from the sale, distribution and/or licensing of Combined Products and Publisher Products.
- c) To fully refund eSellerate for any Publisher authorized credit (refunds) to purchasers and credit card charge-back transactions, notwithstanding provisions in Section 4(1), for any Publisher Products returned by consumer and for which eSellerate must provide full credit to the consumer.

3) eSellerate Distribution License for Publisher Products. Publisher hereby grants to eSellerate and eSellerate hereby accepts a limited, non-exclusive, non-transferable, revocable, worldwide right and license to:

- a) Sell Publisher Products via the eSellerate online transaction service, and reproduce and distribute, electronically (in object code form only) via the eSellerate online

transaction service, Publisher Products as made available by Publisher to eSellerate pursuant to the terms of this Agreement; and

b) Use Publisher's trademark in connection with the sale, reproduction and distribution of Publisher Products via the eSellerate online transaction service, in the manner specified by Publisher.

4) eSellerate's Specific Obligations. eSellerate acknowledges and agrees:

a) To use commercially reasonable efforts to maintain and make available to the general public the eSellerate online transaction service through which Publisher Products may be purchased and electronically distributed to customers.

b) To collect and remit all applicable sales taxes and applicable value added taxes (VAT) as solely determined by eSellerate and resulting from the sale of Publisher Products to customers via the eSellerate online transaction service. It is specifically agreed, however, that in the event that a controlling governmental body determines that Publisher's business nexus governs in the application of sales tax regulations or a material change in sales, use, or value added (VAT) taxation law occurs, eSellerate reserves the right to immediately suspend sales transactions for Publisher Products until responsibility for the collection of sales taxes can be renegotiated with Publisher, which may include revision of the Service Fee Schedule. eSellerate further reserves the right, at its sole discretion, to implement additional fees to cover any expenses associated with the collection of all applicable taxes. Such implementation of additional fees would be done with notice, but without prior approval.

5) Indemnification. Each party hereby agrees to defend, indemnify, and hold harmless the other party, its officers, directors, employees, representatives, successors and assigns from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) associated with or occurred as a result of any claim, action, or proceeding arising out of or relating to the acts of failure to act of the party, or any of its affiliated companies, agents or employees, the party's performance of its obligations under this Agreement, the breach by a party of any of the terms of this Agreement or any of the party's material representations and warranties, the actual or alleged infringement of any third party proprietary or intellectual property right arising out of the party's duplication, sale, distribution, or use of the party's products pursuant to this Agreement, any obligation or liability of the party and its successors and assigns to make any sales or use tax payments anywhere, or any liability arising from a consumer's use of the party's products; provided the non-indemnifying party all necessary information and assistance (at the indemnifying party's sole expense) and authority reasonably necessary to evaluate, defend and settle such claim, action or proceeding.

6) Proprietary Rights Notices. Each party shall reproduce all proprietary name, trademark, patent and copyright notices present in the other party's materials, products and documentation, without modification or alteration.

7) Ownership, Protection. Except for the limited license rights expressly granted herein: all rights, title and ownership interest in and to the eSellerate Licensed Materials shall remain the sole and exclusive property of eSellerate and its licensors whether or not combined in Combined Products. Likewise, title and ownership in and to the Publisher Products shall remain the sole and exclusive property of Publisher and its licensors, as applicable. No ownership right, title or interest in the parties' respective products is transferred to the other by this Agreement. All rights not expressly granted herein by a party are reserved by and to that party.

8) Compliance with Laws. Publisher understands that portions of the eSellerate Licensed Materials are cryptographic in nature and therefore are regulated by law. Obtaining any necessary export or import approval for Combined Products is the responsibility of Publisher. For purpose of use of the Combined Products by the U.S. Government, the Combined Products are provided as Commercial Computer Software and Commercial Computer Software Documentation, and use, duplication and disclosure by the U.S. Government is subject to the requirements set forth in FAR 52-227-19 “Commercial Computer Software – Restricted Rights,” or DFARS 227.7202 “Commercial Computer Software and Commercial Computer Software Documentation”, as applicable. For purposes of this Section, except as otherwise noted, manufacturer of the eSellerate Licensed Materials is MindVision, Inc. d/b/a eSellerate.

9) Limitation of Liability. PUBLISHER AGREES THAT ANY LIABILITY ON THE PART OF ESSELERATE ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT INCLUDING NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO PUBLISHER’S DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL SERVICE FEE AMOUNT RECEIVED BY ESSELERATE UNDER THIS AGREEMENT FOR THE ASSOCIATED PUBLISHER PRODUCT (less credit card processing fees) DURING THE INITIAL TERM, IF NO RENEWAL TERM HAS COMMENCED, OR DURING THE MOST RECENT RENEWAL TERM. PUBLISHER AGREES THAT IN NO EVENT SHALL ESSELERATE BE LIABLE FOR DAMAGES IN RESPECT OF INCIDENTAL, ORDINARY, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF ESSELERATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOST BUSINESS REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, ECONOMIC LOSS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY OR ANY CLAIM AGAINST PUBLISHER BY ANY OTHER PARTY. THIS SECTION STATES ESSELERATE’S ENTIRE LIABILITY AND THE SOLE REMEDIES WITH RESPECT TO ANY THIRD PARTY’S CLAIMS, INFRINGEMENT AND ALLEGATIONS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS OF ANY KIND.

10) Confidentiality/Protection of eSellerate Licensed Materials.

a) Each party agrees that all binary code, inventions, algorithms, know-how, ideas, and all other business, technical and financial information it obtains from the other party constitutes the confidential property of the disclosing party (“Confidential Information”). Except as expressly permitted in this Agreement, the receiving party will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees and agents. The receiving party shall not be obliged under this Section with respect to information the receiving party can document that:

- i) is or has become readily available to the public through no fault of the receiving party or its employees or agents; or
- ii) is received without restriction from another person or organization lawfully in possession of such information and lawfully empowered to disclose such information.

b) Each party shall have the right to make any public disclosure containing general information about the relationship between the parties created by the provisions of this Agreement, and the general nature of the activities to be conducted pursuant to the provisions of this Agreement. *Except for the foregoing and as may be required by law, no party to this Agreement shall make any public disclosure about the specific terms of this Agreement without receiving the prior written consent of the other party, which consent shall not be unreasonably withheld.*

11) Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the Initial Term) until terminated as set forth below.

- a) This Agreement will be automatically renewed for successive one (1) year terms (each a Renewal Term) unless terminated by either party upon forty-five (45) days written notice prior to the expiration of the initial Term or any Renewal Term.
- b) Termination by either party will not affect the rights of any end user under the terms of an end user license agreement.

12) Service Fee Schedule. The fee (“Service Fee”) due to eSellerate by Publisher for services rendered under this Agreement is based on aggregate sales volume for all Publisher Products, as follows:

Aggregate Sales of:	But not greater than:	Service Fee Percentage
\$0.00	\$15,000.00	10%
\$15,000.01	\$50,000.00	15%
\$50,000.01	\$100,000.00	14%
\$100,000.01	\$500,000.00	13%
\$500,000.01	\$1,000,000.00	12%
\$1,000,000.01	\$5,000,000.010	11%
\$5,000,000.01	No Cap	10%

- a) The Service Fee Schedule may be modified from time to time, at the sole discretion of eSellerate; however, no changes to the Service Fee Schedule will become effective under this Agreement until the commencement of the Renewal Period immediately following the effective date of the revised Service Fee Schedule.

13) Disclaimer of Warranty. eSellerate transfers the eSellerate Licensed Materials to Publisher on an “AS IS” basis. eSellerate expressly disclaims any and all warranties, express and implied, including, but not limited to, the IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. eSellerate does not represent or warrant that the Materials will meet any or all of Publisher’s particular requirements, that the operation of the Materials or the eSellerate online transaction service will be error-free or uninterrupted, or that all programming errors can be found in order to be corrected. Publisher’s exclusive remedy for any failure of the eSellerate Licensed Materials shall be limited to repair or replacement of the defective Materials at eSellerate’s sole option and expense.

14) Refunds/Returns. Publisher may, at its sole discretion, authorize refunds and returns. Publisher may impose or waive any and all restocking fees, as it may elect. Publisher must create and present a return policy to end users accessible from the eSellerate online transaction service. Publisher must also acknowledge all end user requests within 3 business days. Upon authorization from Publisher, Publisher will notify eSellerate, via the eSellerate online transaction service, of the original order number and any restocking fees information,

eSellerate, via the eSellerate online transaction service, will process a credit transaction for the customer. Publisher agrees that any authorized refund and return will constitute a negative sale for purposes of Publisher Product sale payments made by eSellerate to Publisher, and that the Service Fee paid to eSellerate for the original sale will not be refunded to Publisher.

15) Non-digital Publisher Products. In the event that Publisher Products shall include non-digital products, Publisher shall have sole responsibility, and eSellerate shall have no responsibility by virtue of this Agreement, for the purpose, storage, handling, and shipping for such products. If non-digital products are provided free of charge to customers, eSellerate will notify Publisher of each order for such products. Publisher will provide a shipping date for each order, for purpose of informing customers, within seven days of notification. If non-digital products are provided to customers at a price, eSellerate will notify Publisher of each order for such products. Upon notification by Publisher that such orders have been shipped to customer, eSellerate will process the payment transaction and notify customer. A customer order is not considered complete for any payment purposes under this Agreement until Publisher has shipped any associated non-digital products and eSellerate has processed the customer payment.

16) General.

- a) This Agreement (along with any and all associated exhibits or attachments) is the entire Agreement between the parties and supersedes any such prior agreement or communication. Any subsequent waiver or modification of this Agreement, or any part, shall only be effective if reduced to writing and signed and dated by both parties.
- b) All monetary amounts referred to this Agreement are in United States dollars.

c) No delay or failure to enforce any right under this Agreement shall be considered a waiver of party's rights thereafter to enforce each and every right and provision of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be served from this Agreement and the other provisions shall remain in full force and effect.

d) *Force Majeure.* It is understood and agreed that in the event a Party is prevented from performing its obligations under this Agreement as a result of an act or event beyond the Party's reasonable control (including but not limited to an act of the government, an act of war or terrorism, a natural disaster, a fire, a flood, or labour unrest), then such non-performance shall not be considered as grounds for breach of this Agreement and such non-performance shall be excused while the condition exists and for a reasonable period thereafter but not exceeding forty-five (45) days.

e) Any person signing this Agreement (or any later modifications or addenda) on behalf of a party warrants that he or she has the authority to bind the party.

The name of an agreement reflects its specifications (*leasing agreement, operating agreement, employment agreement, labour agreement, etc.*). Introductory parts (*Recitals*) tend to start with the conjunction “*Whereas*” meaning “*taking into account*”. This part of an agreement gives a brief review of a

company's current activity, specification (a kind of advertising) and achievements in different spheres. For current activity "authors" of agreements are apt to use The Present Simple Tense (*Publisher legally markets and distributes ...*); achievements may be rendered by virtue of The Present Perfect Tense signaling about definite results of a company (*eSellerate has developed software applications ...*), sometimes they are supported by their successfully existing trademarks (*"eSellerate tm Licensed Materials"*). Desirable collaboration is defined in preambles as well (*Publisher wishes to grant eSellerate rights to facilitate consumer electronic purchases...*).

In some agreements parties consider the *subject* of an agreement. All actions are performed in accordance with the Law. Words and word combinations most frequently used in this respect are: *to be lawfully empowered, to be conducted pursuant to*). In the section "*Terms and Conditions*" parties are given exclusive rights to perform adherent to an agreement services and actions alongside with the conditions of their performance. This section often starts with the noun "*wherefore*". There are a number of words of this type used in the texts of agreements: "*herein*" = in this document, "*hereby*" = by means of it, "*thereafter*" = afterwards, "*hereunder*" = according to this agreement. The description of parties' rights and obligations is realized via the use of the Infinitive and constructions with it (Publisher accepts a revocable right and license *to reproduce ..., distribute*). Obligations are specified by the words "*to acknowledge and to agree*" (the verbs are used in The Present Simple Tense) followed by the Infinitive (*Publisher acknowledges and agrees to provide ..., to sell ..., to fully refund ...*). Indemnifications warrants and consequences of agreement infringements are "confirmed" by the use of the modal verb "*shall*" thus guarantying the fulfillment of the provisions under the agreement by all means (PUBLISHER AGREES THAT ANY LIABILITY ON THE PART OF ESSELERATE ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE OF ACTION WHATSOEVER ..., *SHALL* BE LIMITED TO PUBLISHER'S DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED

THE TOTAL SERVICE FEE AMOUNT) Verbs in the form of the Future Simple Tense have a shade of “prediction” (... *a party will be entitled to injunctive relief and other equitable remedies in the event of a breach of the terms of this Agreement*). Parties are warned in this way if they neglect any clause of the agreement. The vocabulary related to this item comprises these words: *a breach of, tort, negligence, actual or alleged infringement of, to violate knowingly, acts of failure to act*). Possible and permitted actions are defined by means of the modal verb “*may*” (The Service Fee Schedule *may* be modified from time to time).

The inverted construction with the modal verb “*should*” (*Should* the Principal and Agent subject to this Agreement not be able to reach an amicable agreement ...) is used in the meaning of “*in case, if, on condition that*”.

Unfavourable situations, represented in agreements, are specified by putting the negative particle “*no*” before nouns (*no* changes ... will become effective...; *no* delay or failure ... shall be considered ...) or adding a semi-morpheme “*non*” to the nouns (such *non*-performance shall be excused...). Adjectives and Participles are negated with the help of the negative particle “*not*” (such damages, but *not* limited to ...) and negative prefixes (illegal, invalid, unenforceable). There are no contracted forms of the verbs, positive or negative, (the original sale *will not be* refunded, such non-performance *shall not be* considered as ...).

We can observe synonyms (and synonymic expressions) in agreements. Lexicon can be referred to the literary layer: *to inform* and *to notify* smb. of smth.; *to guaranty* and *to warrant*; *infringement* and *breach* of an agreement; *in the event of* and *in case*; *pursuant to* and *in accordance with*; *via* and *by means of*; *to disclaim* and *to waive smth.*; *business nexus* and *business relationship*; *to indemnify* and *to safe*; *consent* and *agreement*; *to pay refunds* and *to cover damages, sides* and *parties*, etc.

The sides (parties) of agreements are degenderized. There is not usually any sex indication for the contractors. These words are written with the capital letter (*Publisher, The Agent, The Principal, Party*). Some of them are used with the definite article, others without any article. If there is an indefinite article, it

corresponds to the meaning of “any, one of the two or more” (*a Party – одна із сторін*). Very few agreements (mostly the American ones) “allude” to gender indication of contractors (*Any person signing this Agreement (or any later modifications or addenda) on behalf of a party warrants that **he or she** has the authority to bind the party*).

Contractor’s sex is specified in certain agreements dealing with the employment or collaboration with the male or female staff of definite age, occupation, etc., especially in German agreements and contracts (*ASCO Gesellschaft der Schweizer Konzerthallen und Tanzhallen, Kabarett und Discos, Abonentkasten 8046, Zürich. Arbeitsvertrag **Artistinnen***).

Thus translators should be very attentive about choosing lexical and grammatical means when dealing with agreements. There should be a “term concord”: a term used at the beginning of an agreement must be used throughout an agreement.

As for Chinese agreements, you can analyze the abstract from PROTOCOL OF INTENTIONS concluded between South Ukrainian National Pedagogical University named after K. D. Ushynsky and Harbin Engineering University. The source text is Chinese, the target text is Russian.

<p style="text-align: center;">南方师范大学孔子学院》</p> <p style="text-align: center;">运营协议</p> <p>依照汉办总部章程哈尔滨工程大学与乌克兰南方师范大学就《南方师范大学孔子学院》(乌克兰、敖德萨市)运行签署以下协议</p>	<p style="text-align: center;">ПРОТОКОЛ НАМЕРЕНИЙ</p> <p>между Государственным учреждением «Пивдэнноукраинский национальный педагогический университет имени К. Д. Ушинского» и Харбинским инженерным университетом о реализации Соглашения между Главным управлением Институтов Конфуция в Китае и Пивдэнноукраинским национальным педагогическим университетом имени К. Д. Ушинского о создании Института Конфуция при Пивдэнноукраинском национальном педагогическом университете имени К. Д. Ушинского (г. Одесса, Украина)</p> <p style="text-align: center;">ПРЕАМБУЛА</p>
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<p style="text-align: center;">序言</p> <p>为保障“南方师范大学孔子学院”（乌克兰、敖德萨市）的正常运行，哈尔滨工程大学与乌克兰南方师范大学依照国家汉办与乌克兰南方师范大学就“南方师范大学孔子学院”签署的授权书第三条制定与签署以下协议。</p> <p>一、 孔子学院的事业规划</p> <p>二、 孔子学院管理机构及组织图</p> <p>三、 用于孔子学院的教学场所、设施和设备</p> <p>四、 经费筹措及管理</p> <p>五、 注释</p> <p>六、 机构地址</p> <p>一、“乌克兰南方师范大学孔子学院”事业规划</p> <p>“乌克兰南方师范大学孔子学院”是以开展汉语教学为主要活动内容的中国语言文化推广机构。“乌克兰南方师范大学孔子学院”将信守“一个中国”政策，维护中华人民共和国的独立和统一，遵守乌克兰的法律和法规，接受乌克兰政府的监督，不参与任何与所在国政治、宗</p>	<p style="text-align: center;">Протокол составлен между Государственным учреждением «Пивдэнноукраинский национальный педагогический университет имени К. Д. Ушинского» и Харбинским инженерным университетом в соответствии со Статьей 3 Соглашения между Главным управлением Институтов Конфуция в Китае и Пивдэнноукраинским национальным педагогическим университетом имени К. Д. Ушинского о создании Института Конфуция при Пивдэнноукраинском национальном педагогическом университете имени К. Д. Ушинского (г. Одесса, Украина).</p> <p>I. План развития Института Конфуция в составе Государственного учреждения «Пивдэнноукраинский национальный педагогический университет имени К. Д. Ушинского» (далее именуемый ПНПУ).</p> <p>II. Модель управления Институтом Конфуция.</p> <p>III. Помещение и техническое обеспечение Института Конфуция.</p> <p>IV. Финансовая деятельность.</p> <p>V. Заключительные положения.</p> <p>VI. Адреса и реквизиты сторон.</p> <p>I. Планируемые действия по развитию сотрудничества Института Конфуция и Пивдэнноукраинского национального педагогического университета имени К. Д. Ушинского.</p> <p>«Институт Конфуция на базе ПНПУ» имеет главной целью проведение мероприятий по популяризации китайского языка и культуры, «Институт Конфуция на базе ПНПУ» придерживается образовательной политики Китая, не нарушает законодательство Украины, не участвует ни в каких политических, религиозных и националистических мероприятиях.</p>
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<p>教、种族有关的活动。</p> <p>乌克兰南方师范大学孔子学院将在汉办的授权及监管下开展以下有关活动.</p> <p>1.1对乌克兰敖德萨地区的大中小学在校师生、以及希望学习汉语的社会人士提供汉语及中国文化的教学和指导服务。</p> <p>1.2面向在校师生，敖德萨各界人士开展有关中国历史、文化、思想、政治经济、现代社会介绍等与中国语言文化相关的宣传活动。</p> <p>1.3为大中小学及其他机构中担任汉语教学及中国语言文化研究的工作人员，提供相关教学理论及教学方法的培训。</p> <p>1.4开展多媒体汉语教学课程及其它汉语学习课程。</p> <p>1.5举办汉语水平考试（HSK），汉语教学能力认定考试，汉语讲演比赛。</p> <p>1.6为计划以中国为留学目的地的本地居民，并提供相应的指导和咨询服务。</p> <p>1.7开展中国语言文化研究。</p> <p>1.8翻译并出版有益于中国语言文化普及的书籍。</p>	<p>1.1. Привлечение к обучению китайского языка всех слоёв населения (учащихся младшей, средней, старшей школы; студентов училищ, колледжей, институтов, университетов, предпринимателей и бизнесменов; офисных работников, имеющих контакты с китайской стороной).</p> <p>1.2. Содействие заинтересованности к изучению китайской истории, экономики, современного общественного мировоззрения и культуры вышеперечисленными группами слушателей.</p> <p>1.3. Создание групп учащихся, преподавателей китайского языка, работающих в других учебных заведениях, для повышения их уровня владения языком и квалификации, ознакомления с современными актуальными программами обучения.</p> <p>1.4. Проведение занятий с использованием современных информационных (демонстрационных) образовательных технологий.</p> <p>1.5. Проведение тестов и экзаменов для желающих с разным уровнем владения языком (HSK). Организация проведения конференции (конкурса), на которой участники продемонстрируют знание китайского языка, культуры, философии.</p> <p>1.6. Обеспечение полной информационной поддержки для тех, кто планирует обучаться в дальнейшем в Китае.</p> <p>1.7. Расширение и углубление программ изучения китайской культуры, истории, философии, а также литературы.</p> <p>1.8. Перевод книг (наиболее популярных и известных в Украине) по культуре, философии, истории, религии Китая с китайского языка на русский язык.</p>
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<p>1.9放映中国电影。</p> <p>1.10提供借阅有关中国语言文化普及的汉语图书。</p> <p>1.11促进乌中两国学生之间的体育和文化交流。</p> <p>1.12除开展上述符合孔子学院宗旨的各项活动外，还将开展其他涉及中国语言文化及相关的交流项目，以及其他经孔子学院总部授权或委托开展的活动。</p> <p>二、孔子学院管理机构</p> <p>乌克兰南方师范大学孔子学院的管理机构，由来自于乌克兰南方师范大学与哈尔滨工程大学的人员共同组成。</p> <p>2.1机构管理</p> <p>2.1.1孔子学院设立理事会。理事会成员由乌克兰南方师范大学和中国哈尔滨工程大学双方共同组成。其中中方成员人数不低于40%。理事会表决实行三分之二通过。</p> <p>2.1.2孔子学院理事会负责审议孔子学院发展规划、年度工作计划、年终总结报告、项目实施方案及其预决算。</p>	<p>1.9. Создание фильмотеки, демонстрация фильмов о Китае.</p> <p>1.10. Организация выставок и изучение книг по китайской культуре, философии, экономике, истории.</p> <p>1.11. Обеспечение возможности взаимодействия и сотрудничества студентов двух стран в сфере науки, культуры, искусства и спорта.</p> <p>1.12. Создание и подготовка совместных проектов в разных сферах дальнейшего сотрудничества украинской и китайской сторон в лице Харбинского инженерного университета и Пивдэнноукраинского национального педагогического университета имени К. Д. Ушинского при поддержке Главного управления Институтов Конфуция в Китае.</p> <p>II. Модель управления Институтом Конфуция.</p> <p>Управление Институтом Конфуция осуществляется при участии обеих сторон.</p> <p>2.1. Организация управления</p> <p>2.1.1. В составе «Института Конфуция при ПНПУ» предполагается существование совета, членами которого являются украинские сотрудники Пивдэнноукраинского национального педагогического университета имени К. Д. Ушинского и китайские сотрудники Харбинского инженерного университета. Количество китайских сотрудников должно составлять не менее 40%. Любое решение принимается при условии поддержки 2/3 состава совета.</p> <p>2.1.2. Цель функционирования совета – это планирование развития и работы Института Конфуция, составление рабочего плана на каждый учебный год, отчета о деятельности за каждый учебный год, расчет затрат и доходов при открытии новых групп и создании новых проектов.</p>
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<p>2.1.3孔子学院实行理事会领导下的院长负责制，院长负责孔子学院的日常运营和管理。</p> <p>2.1.4乌方孔子学院院长须了解和熟悉中国国情，熟练掌握所在国语言，具有与本岗位工作相称的管理工作经验，具有较强的公共关系和市场开拓能力。</p> <p>2.1.5孔子学院所聘教师应喜爱中国语言和文化，具备岗位所需的专业水平和教学能力。</p> <p>2.1.6 理事会双方分别对己方工作人员具有绝对任免权，并对对方工作人员具有评议权。</p> <p>2.1.7孔子学院须按规定期限编制项目实施方案及预算、项目执行情况及决算，并报经孔子学院总部审批，同时须将年度工作计划和总结报送孔子学院总部备案。</p>	<p>2.1.3. Директор Института Конфуция должен подчиняться совету. Решение текущих вопросов по работе Института Конфуция осуществляет директор.</p> <p>2.1.4. Требования к директору: достаточные знания китайской культуры, владение информацией об экономическом, политическом, культурном положении Китая, хорошее знание русского и украинского языков, наличие опыта работы в сфере образования и науки, умение налаживать контакты с людьми.</p> <p>2.1.5. Требования к преподавателям китайского языка: знать на высоком уровне китайский язык, историю, культуру и философию, иметь опыт преподавания и необходимые знания для проведения преподавательской работы.</p> <p>2.1.6. Каждая сторона имеет абсолютное право назначать сотрудников со своей стороны, и имеет право оценивать работу сотрудников другой стороны.</p> <p>2.1.7. Перед началом каждого учебного года Институт Конфуция должен составлять свой годовой план работы, финансовый расчет (смету), которые должны согласовываться и утверждаться Центральным органом управления Институтами Конфуция в определенный срок. По окончании учебного года Институт Конфуция предоставляет отчеты по выполнению учебного плана и по финансовым вопросам Центральному органу управления Институтами Конфуция.</p>
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The specialized lexicon of the Protocol meets the requirements of the official business style. The text frame of the Russian and Chinese documents is stereotyped. The text of the document is translated into Russian by the Chinese party's request.

III. Labour Agreements.

Labour Agreement is an economic and bargaining document which regulates relations between an establishment and a worker who is not on its staff (personnel). This agreement is concluded when an organization lacks or is short of qualified workers for performing a particular kind of work.

Labour Agreement is concluded with a staff worker, if there is a need to widen his/her range of responsibilities beyond his/her direct official ones.

Labour Agreement consists of minimum two duplicates, one of which is given to an employed worker, the other one remains in documentation store of an establishment.

Requisites:

1. The name of the document's type.
2. The title.
3. Place of its conclusion.
4. Date.
5. The body of the document in which parties' powers and obligations are enumerated.
6. Legal addresses of parties.
7. Signatures.
8. Seal of an establishment.

Study the example of a labour agreement which specifies terms and conditions of recruiting seafarers:

MANNING AGREEMENT

This Manning Agreement entered into this 01 day of January, 2005 by and between:

Anders Utkilens Rederi as, a company duly organised and existing by and under the laws of Norway having its post office at Strandgaten 197, P.O.Box 1163, Sentrum N-5811, Norway (hereinafter referred to as “the Principal”), represented herein by its Crewing Manager, Mrs Nancy Indrebo, acting on behalf of various Principals to be nominated

- and –

LAPA Limited, a corporation duly organised and existing by and under the laws of Latvia having its office at 33-3a Kr. Valdemāra Street, Riga, Latvia, LV – 1010 (hereinafter referred to as “the Agent”), that the appointed Agent shall provide the Principal the services of recruiting Latvian merchant marine officers and ratings (hereinafter referred to as “the Seafarer/s”), for purpose of employment on board the designated herein; in consideration of their mutual consent and reciprocal responsibilities hereby agree to the following terms and conditions:

ARTICLE I GENERAL SCOPE OF AGREEMENT

In accordance with the terms and conditions of this Agreement, the Agent, as required by the Principal, shall supply Seafarer(s) of specified rank and number to be engaged on board the Vessel(s) owned, operated, manned by the Principal.

The Agent agrees to perform its obligations and services in accordance with the provisions in Article III of this Agreement. Likewise, the Principal shall perform its duties and responsibilities as provided for under Article IV of this Agreement

It is agreed that both Principal and Agent shall preserve an open line of communication so that any differences leading to dispute that may arise from this Agreement can be settled amicably.

ARTICLE II AGENT’S APPOINTMENT AND ACCEPTANCE

The Principal appoints the Agent as the Manning Agency responsible for deployment of Seafarer(s) on board ocean-going vessels and the Agent accepts such appointment and shall operate/act as Agent.

ARTICLE III RESPONSIBILITIES & SERVICE OF THE AGENT

The Agent hereby undertakes

- 1) To screen, select and hire on behalf of the Principal the best qualified Seafarer(s) in compliance with the recruitment instructions and requirements of the Principal and in accordance with the STCW/flag state requirements and vessel's trade.
- 2) To provide the Principal the detailed information about the qualified Seafarer(s) prior to joining the Vessel about the qualified Seafarer(s), including name, grade of license, and personal history at sea.
- 3) To arrange for the physical and medical examination including drug/alcohol testing of the Seafarer(s) prior to his departure from the (in) port of engagement.
- 4) To examine and review the Contract of Employment in accordance with the terms and conditions of the Collective Bargaining Agreement.
- 5) To cause the qualified Seafarer(s) to accept the terms and conditions of the Contract of Employment and the vessel's articles in the form and manner as may be required by the Laws of the country of the vessel's registry.
- 6) To make, sign, and execute the employment contracts/documents including lawful orders or processes in connection with the hiring of Seafarer(s) supplied by the Agent, and upon Principal's prior approval and account, to engage the services of a legal counsel to handle any case arising out of the Manning Agreement.
- 7) To ensure rigid but proper discipline of the Seafarer(s) and to remind them of their various responsibilities on board ship by way of a lecture or pre-departure seminar.
- 8) To closely coordinate with the Principal on matters relating to personnel relationships on board in order to prevent crew problems from arising.
- 9) To effect timely payment of taxes, social benefits, etc. on behalf of the Seafarer(s) as per local regulations.
- 10) To arrange for the Seafarer all vaccination, inoculation, transportation, if required, travel documents, Seamen's Certificate or passport, visa, and government clearances for leaving the home port and for entry to the country where the Seafarer will join the vessel of assignment.
- 11) To maintain constant liaison with the local government agencies and update the Principal on government regulations pertaining to the sea-based employment industry.
- 12) To maintain a systematic personnel service record files.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF THE PRINCIPAL

1. The Principal shall furnish the Agent with complete recruitment instructions and requirements enumerated below to ensure prompt joining of vessel at port indicated by the Principal.

- a) the total number of Seafarer(s) required;
- b) the desired skill category of the Seafarer(s); and
- c) the scale of remuneration as to basic wage, allowances and overtime pay.

Provided, however, that the foregoing requirements are in accordance the local Labour Laws and regulations.

2. The Principal shall bear the following fees and expenses which are defined below:

a) Manning Fee

In consideration of the performance and obligations under this agreement, the Principal shall pay to the Agent a monthly manning fee of USD 130.00 including communications per month per individual person, USD 1404 per crew per month lump-sum (up to 12 persons). The manning fee shall be paid by the Principal to the Agent every beginning of each month together with other fees and expenses in accordance with this agreement.

b) Processing Fee/Sundry

Processing Fee, and sundry expenses such as medical/psychological tests, inoculation, inland transportation expenses, notarization, airport and travel taxes, and other government fees incurred during the mobilization of the Seafarer(s).

c) Airfare

The travelling expenses for the Seafarer(s) especially the airfare in joining or leaving the vessel, including accommodation allowance in proper cases, shall be paid by the Principal.

Travel arrangement fee is 5% of air-ticket price, if organized by the Agent.

d) Seafarers' Wages

The wages, overtime and other fringe benefits payable to the Seafarer(s) shall be for the account of the Principal. The wages, overtime and other fringe benefits are stipulated in CBA and wage scale which is subject to revisions.

e) Working Gears and Subsistence

The necessary gears for Seafarer(s) in accordance with the safety standards of the vessel and a reasonable amount of the Principal to the Seafarer on his embarkation and during his period onboard.

f) Travel Expenses

In addition to the travelling expenses enumerated in (d), expenses incurred in the movement of the Seafarer(s) in connection with his promotion, demotion, assignment, reassignment, disembarkation for completion of contract, or due to

sickness or injury, except for cause, shall be for the Principal's account.

g) P&I

The Protection and Indemnity Coverage, specially to cover the statutory benefits which the Seafarer is entitled under the CBA shall be covered and maintained in full force and effect during the currency of this contract by the Principal.

h) War-Risk Clause

Seafarer(s) assigned to a vessel trading within any war zone area shall be paid a war zone bonus by the Principal in accordance with the amount determined by the CBA or contract of employment.

3. If the Principal terminates the Contract of Employment of any Seafarer(s) prior to the expiration of the Contract of Employment, the Principal shall pay a severance pay of one (1) month basic wage, provided always that the termination is not based on the Seafarer(s) misconduct, gross negligence in competence.

In case of termination of the Contract of Employment of the Seafarer(s) due to sale or lay-up of the vessel, marine casualty, which hinders the continuous trading of vessel, the Principal shall pay the severance pay of the Seafarer(s) equivalent to one (1) month of the Seafarer(s) basic wage irrespective of the employment period.

4. The Principal shall inform the Agent of the name, address and telex/telephone number of the Post Agent, the Vessel's Expected Time of Arrival (ETA) at the port of embarkation and at the same time advise the Agent of the Seafarer(s)'s itinerary as soon as the arrangement for dispatch of the Seafarer is made.

ARTICLE V FUND REMITTANCES

1. The Principal shall deposit with the Agent within the first seven (7) days of each month to the designated bank account of the Agent;
 - a) such a sum as shall from time to time be notified to the Principal as being reasonably required to meet estimated budgeted disbursements and expenses to be paid during the month.

ARTICLE VI BUDGETING & COST CONTROL, VERIFICATION

The Agent shall be under obligation to notify any change in the budget for the next year by the middle of August of the proceeding year, but in any case immediately once known to the Agent.

ARTICLE VII FORCE MAJEURE

The Agent shall be under no responsibility or liability for failure to perform the

Manning Agreement by reason of Force Majeure. The term "Force Majeure" shall mean acts of God, perils of the sea, acts, requests or order of Governmental bodies prohibiting or restricting the supply or use of materials or labour required for operating the vessel, strikes, lockouts or other labour industrial disputes, including those involving the Agent's employees, arrests or restraints of Princes, Rules and Government or Court Orders, act of the public enemy, wars, riots, sabotage, embargos, failure or inability to secure materials or labour because of priority or similar regulations of Government or otherwise, epidemics, windstorms, lighting, earthquakes, fires, floods, washouts, explosions, or any other causes which shall not be within the control of the Agent and which by the exercise of due diligence the Agent is unable to prevent or overcome.

ARTICLE VIII GOVERNING LAWS

This Manning Agreement shall at all times be governed by the Norwegian laws.

ARTICLE IX CANCELLATION CLAUSE

1. This Agreement shall be in force for a term of 12 months, commencing on the 01.01.2005. until the 01.01.2006. Thereafter, this Agreement shall be deemed to be automatically extended under the same terms and conditions for 12 months, unless terminated by written notice given at least 30 days in advance to above date by either party to the other one. During the contract period, either party may cancel his contract for whatever reason by giving the other party three (3) months written notice.
2. This Agreement shall immediately be terminated or canceled upon the occurrences of the following:
 - a) Default in the performance of any obligation under this Agreement by either party, and continuance of such fault for a period of 30 days after written notice has been given to the other party either by registered mail or certified mail specifying such default or breach and the demand for performance; or
 - b) In case the Principal or the Agent become insolvent or go into liquidation for a purpose other than merger, consolidation or corporate restructuring acceptable to the other, or undergo substantial change in management or control; and war, severance of relations between the two countries.
3. The termination of this Agreement shall be without prejudice to any rights and obligations of either party under this Agreement in connection with the acts committed or omitted or suffered by the other party and/or third parties to the termination.

ARTICLE X ARBITRATION

All disputes and/or controversy related to the matters arising from this Agreement shall, to the extent possible, be resolved by consultation with both parties striving to reach an amicable settlement.

Should the Principal and Agent subject to this Agreement not be able to reach an amicable agreement, the subject is dispute shall be referred to arbitration in Norway and settled in accordance with the Norwegian Laws.

ANNEX 1
Price list for additional services.

1. Medical examination, drug & alcohol pre-joining – USD 110/person/ per year.
2. Travel arrangement:
Office – airport Riga and vise versa
 - a) Group up to 4 persons – USD 40; b) Group 4 – 8 persons – USD 80
3. Manning arrangements:
 - a) GMDSS USD 1200/pers.
 - b) Safety (Solas) course USD 400'pers.
 - c) Tankerman course USD 400/pers.
 - d) Ship's computers USD 250/pers.
 - e) ARPA/RADAR course USD 800/pers.
 - f) Crowd Management USD 250 pers.

Parties to a contract are defined by given names: *hereinafter referred to as "the Principal"/"Agent* (який іменується у подальшому «Довірена особа» / «АГЕНТ»). The verbs denoting employment are used in manning agreements: *to recruit, to employ, to engage*.

The use of the modal verb “*shall*” in this particular case (Manning Agreement) gives a shade of promise to fulfill (perform) obligations relating to the agreement. These sentences are translated into Ukrainian in the present time:

In accordance with the terms and conditions of this Agreement, the Agent, as required by the Principal, shall supply Seafarer(s) of specified rank and number to be engaged on board the Vessel(s) owned, operated, manned by the Principal.

Згідно з умовами цієї Угоди Агент зобов'язується, на вимогу Довіреної особи, надсилати моряків певного звання й у певній кількості для роботи на борту судна (судів), власником якого (яких) є Довірена особа, яка керує та займається укомплектуванням його особовим складом.

The verb “*shall*” is translated in such cases as «зобов'язується».

The words describing dissemination of responsibilities are:

- **to agree**

The	Agent	agrees	to	perform	its	Агент	погоджується	виконувати	свої
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obligations and services in accordance with the provisions in Article III of this Agreement.	обов'язки й надавати послуги відповідно до положень статті III цієї Угоди.
- to undertake The Agent hereby undertakes to provide the Principal the detailed information about the qualified Seafarer(s)...	Агент цим погоджується забезпечувати Довірену особу детальною інформацією про кваліфікованого(их) моряка(ів).

The words and phrases which associate with performance of responsibilities and services are: *to provide, to facilitate, to arrange, to examine, to effect payment of ... , to maintain, to be under obligation to do smth., etc.* If the Infinitive hasn't any direct Object but an Adverb, this Adverb may occupy the position between the particle "to" and the Infinitive. *For example,*

The Agent hereby undertakes to closely coordinate with the Principal on matters relating to personnel relationships on board in order to prevent crew problems from arising.

In the clause "*Force Majeure*" failure to perform responsibilities is rendered by means of the word combination: *to be under no responsibilities or liability for smth.* "*Force Majeure*" means causes which are not within the control of employees and which by the exercise of due diligence the employee is unable to prevent or overcome.

In cancelation (termination) clauses the terms designating prolongation of an agreement are: *to be (automatically) extended under the same terms and conditions for ..., to be (automatically) prolonged / renewed.* The manner (way) to cancel (terminate) an agreement is: *by written notice given at least ... days in advance, by giving smb. ... months written notice (request), by giving a prior notice.*

Failure to perform obligations is one of the main reasons why contracts and agreements are terminated (*failure to perform obligations* can be paraphrased like: *default in the performance of any obligation, non-performance of obligations*). The desirable result of any arbitration is frequently "*amicable settlement (agreement, solution)*" in accordance with the law.

Memoranda of Understanding contain practically the same clauses but they are not intended to be legally binding documents.

Theme IX. Contracts

Contracts resemble agreements in their structure very much. A *contract* is a "promise" or an "agreement" made of a set of promises, the breach of which is recognized by the law and for which legal remedies can be provided. A *contract* is the evidence of agreement between citizens selling their skills and inclinations on the one hand, and an enterprise (an establishment) on the other hand. *Contract* is composed in two copies – for an employee and an employer.

Requisites:

1. The name of the document with a brief indication of its purpose (to manage an enterprise, to perform obligations).
2. Date and place of contract's signing.
3. The name of an organization employing a worker.
4. Post, family name, first name of an employee.
5. Effective period of a contract.
6. The body of the document.
7. Signatures of the parties.
8. Seal witnessing an employer's signature.

In the document's body there should be clearly defined:

1. Functions and obligations (liabilities) of a chief (specialist).
2. Competence and rights of a chief (specialist).
3. Material and social maintenance (securing) of a specialist.
4. Duties and responsibilities of parties, arbitration.
5. Terms and conditions of contract's changes, its termination.
6. Addresses of parties.

Let us study REUTERS SERVICES CONTRACT and compare its structure, lexicon and grammar with those of an agreement.

REUTERS SERVICES CONTRACT

Contract #

Client # UA02256

We, Reuters Eastern Europe Ltd.....Located at 85, Fleet Str., London, EC4P 4AJ.....
and

You, JV "Pancom-Un".....Located at 44, Grecheskaya Str., Odessa, Ukraine.....
agree:

GLOSSARY

All defined terms in this *Contract* are in italics for your convenience. The terms used in the *Contract* are defined below.

Agreement – this *Contract*, the *Reuters Business Principles*, any applicable *Order Forms* and any other schedules and declarations referred to in these documents.

Agreed Level – the percentage change in the most recently established [relevant official consumer price index] compared with that index published 12 months earlier.

Charges – the *Service Fees* and any related charges specified in clause 3.1.

Contract – this document as amended or supplemented by us from time to time.

Information – the information (in whatever form including images, still and moving, and sound recordings) contained in the *Services*.

Information Provider – a client of ours or other third party including any stock, futures or commodities exchange whose *Information* is contained in the *Services*.

Maintenance – a sub-set of *Support* which includes the use of reasonable efforts by us or our nominee to maintain the *Materials* in good operating condition and/or to restore the *Service* by repairing, correcting or replacing the *Materials*.

Materials – hardware and/or *Software* and related documentation supplied by the *Reuters Group*.

Order Form – our standard form (whether in written or electronic form) listing the *Services* ordered by you and accepted by us.

Recipient Location – any of your offices, other than the *Site*, or any of the offices of any *Subsidiary* of yours.

Reference Date – the date on which we make the first *Service* available to you under the *Agreement*. If you are an existing client of ours at the date of the *Contract* you will not have or need a *Reference Date*.

Reuters Business Information Products - Reuters Business Briefing Products, Reuters Insurance Briefing, Reuters Business Alert and any other product which we notify you is a *Reuters Business Information Product*.

Reuters Business Principles – the document called the *Reuters Business Principles* as amended or supplemented by us from time to time.

Reuters Group – Reuters Holdings PLC and its *Subsidiaries*.

Service/Services – the service(s) supplied by under the *Agreement*, which include(s) the provision of *Information* and/or *Materials* and *Support*.

Service Fees – the fees charged by us for the supply of *Services* as specified in the relevant *Order Form(s)* and related schedules, including fees for specialist data *Services*.

Site – any location of yours to which the *Services* are supplied directly by us, as specified in any *Order Form*.

Software – software or any part of it and related documentation whether it is an ancillary part of a *Service* and enables such *Service* to be used, or whether the rental of such software constitutes the *Service*. *Software* also includes upgradest enhancements.

Subsidiary – a company in which another company owns directly or indirectly more than 50% of the issued share capital and in which it exercises effective control.

Support – Maintenance and other support provided by us of the nominee as specified in the *Support* section of the *Reuters Business Principles*.

1. SCOPE OF THE AGREEMENT

We will supply the *Services* to you at the *Site* and you will pay the *Charges* and use the *Services* in accordance with the *Agreement*.

2. COMMENCEMENT AND DURATION

2.1 The *Agreement* will take effect from the date of signature of the *Contract* by both you and us and will continue to as long as receive *Services*.

2.2. Subject to clauses 2.3 and 2.4 either of us may

(a) cancel a *Service* or any access to a *Service* by giving prior written notice to the other of not less than:3 months in the case of *Reuters Business Information Products*;

(b) 6 months in the case of *Reuters Shipping Service* and other *Services* when indicated in the *Order Forms* and

(c) 12 months in the case of all other *Services*.

2.3 Any cancellation following a notice given under:

(a) clause 2.2(a) or (b) cannot take effect earlier than the first anniversary of the *Reference Date*; or

(b) clause 2.2(c) cannot take effect earlier than the second anniversary of the *Reference Date*.

2.4. Where any *Service* consists of the rental of coming *Materials*, any cancellation following the notice reference clause 2.2 cannot take effect earlier than the end of the period specified in the *Order Form* which period begins the date of installation of such *Materials*.

2.5. In addition, we may give you increased cancellation flexibility in the *Reuters Business Principles* of resting certain *Services*.

3. CHARGES

3.1. You will pay the *Service Fees* and the following related charges (where applicable):

- (a) installation, relocation and removal charges;
- (b)

- (b) charges for certain items of *Support*;
- (c) charges for communications facilities;

(d) charges for information, Software and/or other services provided by certain *Information Providers* and other third parties; and

(e) all applicable taxes and duties (including withholding tax but excluding income taxes imposed on the income of the *Reuters Group*) payable in respect of the *Services*, so that after payment of such taxes and duties the amount received by us is not less than the *Service Fees*.

3.2. We will endeavour to provide reasonable notice of any change to such related charges, but you agree that they may change without notice if a change is imposed on us by any third party.

3.3. The *Service Fees* for each *Service* are payable from

the date that *Service* is first made available to you. We will invoice you for the charges. You will pay the *Charges* in full within the time specified on the invoice. Unless otherwise specified in the *Order Form*, *Charges* are payable quarterly in advance. Any adjustments required at the end of each quarter will be made by means of appropriate invoices or credits issued to you.

3.4. (a) We may adjust or change the basis of calculation of the *Service Fees* for each *Service* on not less than 3 months' period notice.

(b) You may cancel any *Service* whose aggregate *Service Fees* taken over the 12 months preceding the date of our notice referred in clause 3.4(a) are to be increased by a percentage above the *Agreed Level*.

If you choose the exercise the above right to cancel, you must give us written notice within 30 days of the date of our notice referred in clause 3.4(a) and the relevant *Service* will be cancelled from the date on which the *Service Fees* would have increased.

3.5. As a condition to your receipt of the *Services* we may require a security deposit or irrevocable bank guarantee from you. We may use the security deposit or invoke the bank guarantee to recover any

overdue Charges and/or any liquidated damages payable under clause 4.7.

4. TERMINATION

4.1 Either of us may terminate the *Agreement* in whole or in part by written notice if the other is in breach of any of its material obligations under the *Agreement* and fails to remedy such breach (if capable of remedy) within, in the case of a breach by you of your obligations under paragraph 4.2 of the *Reuters Business Principles*, 72 hours and, in the case of any other breach by either of us, 30 days of written request.

4.2 Either of us may terminate the *Agreement* immediately and without notice if:

(a) the other enters into a composition with its creditors;

(b) an order is made for the winding up of the other;

(c) an effective resolution is passed for the winding up of the other (other than for the purposes of amalgamation or reconstruction on terms approved by the first party (such approval not to be unreasonably withheld)); or

(d) the other has a receiver, manager, administrative receiver or administrator appointed in respect of it.

4.3 In addition to the above, if you materially breach the *Agreement*, we may immediately suspend the *Services* in whole or in part without penalty until the breach is remedied.

4.4 We may cancel a *Service* or a part of a *Service*, as the case may be, by written notice if the provision of all or part of that *Service*:

(a) depends on an agreement between a *Reuters Group* member and a third party, and that agreement is modified or terminated for any reason or breached by the third party and as a result we are unable to continue to provide all or part of that *Service* upon terms reasonably acceptable to us; or

(b) becomes illegal or contrary to any rule, regulation, guideline or request of any exchange or regulatory authority.

4.5. We may, on 6 months' written notice, cease providing a *Service* if we withdraw it from the country where the *Site* is located.

4.6. If clause 3.4(c), 4.4 or 8.4(b) applies, our only obligation to you will be to refund the part of the *Service Fees* paid in advance for the cancelled part of the *Service*.

4.7. If:

(a) you cancel any *Service* or any access to a *Service* other than when permitted by the *Agreement*; or

(b) you are in breach of any payment obligation under the *Agreement* entitling us to terminate the *Agreement*,

we will be entitled to recover from you as liquidated damages an amount equal to 75% of the relevant *Service Fees* which would have been payable until the end of the applicable notice period in clause 2. We both agree that this constitutes a realistic pre-estimate of our loss and is not intended to be a penalty.

4.8. Upon expiration or termination of the *Agreement* in whole or in part, unless otherwise specifically agreed between you and us, you must delete any *Software* and *Information* contained in the terminated *Services*, and, if requested by us, certify the deletion in writing.

4.9. The following will continue to apply after termination of the *Agreement*:

(a) all disclaimers indemnities and restrictions relating to the *Services*;

(b) our rights of access to the *Site* or *Recipient Location* to remove the *Materials* and to confirm deletion of any *Software* and *Information*; and

(c) the confidentiality undertaking in clause 6.

5. LIABILITY

5.1. Although we will use all reasonable endeavours to ensure the accuracy and reliability of the *Service*, neither we nor any other member of the *Reuters Group*, nor any *Information Provider*, nor any third party supplier will be liable for any loss or damage

in connection with the provision of or failure to provide the *Services* except as and out in clause 5.2.

5.2 The *Reuters Group* accepts liability only for: death or personal injury caused by our negligence;

- (a) physical loss or damage to the Site caused by our negligence; and
- (b) any other direct loss or damage caused by our gross negligence or willful misconduct.

5.3 EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, WARRANTIES OR UNDERTAKINGS, WHETHER ORAL OR IN WRITING, IN LAW OR IN FACT, INCLUDING WARRANTIES AS TO SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

5.4 Neither we nor any member of the *Reuters Group*, nor any *Information Provider*, nor any other third-party supplier will be liable to you or to any third party for any indirect, special or consequential loss or damage arising out of the *Agreement* or the *Services*.

5.5 You will indemnify us against any loss or damage caused to the *Materials*, except to the extent such loss, damage or cost is caused by our negligence willful misconduct.

5.6 You will indemnify us against any loss, damage or cost in connection with any claim or action which may be brought by any third party against us relating to any use of or access to the *Information* contributed by you to the *Services*.

5.7 To the extent permitted by law and except for clause 5.2(a), under no circumstances will our liability under the *Agreement* exceed 1 year's *Service Fees*, regardless of the cause or form of action.

5.8 You agree that this clause 5 is enforceable by and to the benefit of members of the *Reuters Group*, *Information Providers* and other third party suppliers.

6. CONFIDENTIALITY

6.1. Each of us acknowledges that information of a confidential nature relating to the business of the other may be disclosed to it or otherwise come to its attention. Each of us undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor to use it for any purpose other than in the performance of the *Agreement*.

6.2. This obligation of confidentiality will not apply to information that is generally available to the public through no act or omission of the receiving party, or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court order or request by any government or regulatory authority.

6.3. This undertaking will be binding for as long as such information retains commercial value.

6.4. No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the *Agreement* will be made or sent by either of us without the prior consent of the other. This consent will not be unreasonably withheld.

7. General

7.1. (a) All notices under the *Contract* will be sent by registered mail or by fax or delivered in person:

- (i) from us to you at the *Site*;
- (ii) from you to us at the address for notices stated in the most recent *Order Form*.

(c) Notices will be deemed to be received [3] on business day after being sent or on proof of delivery, if earlier.

7.2. Neither of us may assign any right or obligation of the *Agreement* or any part of it without the prior written consent of the other. This consent may not be unreasonably withheld. However, you agree that we may assign any of our rights or obligations to a member of the *Reuters Group*.

7.3. The *Agreement* is governed by the laws of England. Both of us submit to the non-exclusive jurisdiction of the English courts.

7.4 If any party of the *Agreement* that is not fundamental is found to be illegal or unenforceable, this will not affect the validity and enforceability of the remainder of the *Agreement*.

7.5 If either of us delays or fails to exercise any right or remedy under the *Agreement*, that party will not have waived the right or remedy.

4.5. Neither of us will be held liable for any loss or failure to perform an obligation due to circumstances beyond the reasonable control. Should such circumstances continue for more than 3 months, either of us may cancel an affected *Service* immediately on notice.

4.6. You agree that we, certain *Information Providers* and our agents, will be entitled to have access to the *Site* and *Recipient Locations* at any time during business hours to verify your compliance with the *Agreement*. During the verification, we and our agents will comply with your reasonable requirements relating to security and confidentiality.

4.7. If there is any conflict between the terms of the *Contract* and the terms of the *Reuters Business Principles*, the terms of the *Contract* will prevail.

5. ENTIRE AGREEMENT

8.1 You acknowledge that:

- (a) you have been provided with a copy of the *Reuters Business Principles*;
- (b) you have read the *Reuters Business Principles* and agree with its contents; and
- (c) the *Reuters Business Principles* and any *Order Form* are an integral part of the *Agreement*.

REUTERS Eastern Europe Ltd

Signed.....

Name.....

Position.....

Date.....

Seal

8.2. The *Agreement* replaces any previous agreement between us in respect of the *Services* and applies to any *Service* already supplied by us to you.

8.3. The *Agreement* contains our and your entire understanding regarding the *Services*. In entering into the *Agreement*, we have not relied on any warranty or representation (except in the case of fraud) made by us other than those mentioned in the *Agreement*.

8.4. (a) In order to take account of new policies, we may

amend the *Reuters Business Principles* at any time giving you 3 months' notice.

(b) If you can show that any amendment will result in

increase in your costs of receiving the *Services* excess of the *Agreed Level* or in a material reduce of your rights to use the *Information*, you may call the *Service* affected.

(c) If you choose to exercise the above right to cancel

you must give us written notice within 60 days of the date of our notice referred to in clause 8.4(a) and the *Service* will be cancelled from the date on which the amended *Reuters Business Principles* come into effect.

(d) In case of new *Services* requiring specific provisions, we will notify you of the necessary amendments to the *Reuters Business Principles*, which will take effect immediately to the extent that they apply only to the new *Services*.

(e) As an exception to clause 7.1(a), we may send you our notice referred to in clause 8.4(a) and mail electronically.

8.5. Except as set out in clause 8.4, the *Agreement* may only be varied by an amendment signed by both of us.

JV "Pancom-Un"

Signed.....

Name.....*Tretyakova*.....

Position.....*director*.....

Date, stamp.....*14. 06. 2001*.....

At the very beginning of any contract it is necessary to clarify **who** concludes a contract, to designate the parties (**We, Reuters Eastern Europe Ltd, and You, JV “Pancom-Un”, agree ...**). Each item (term) which is represented and discussed in a contract is written with the capital letter in italic (*Information, Service Fees, Support, Site, etc.*). (Names of clauses are written in capital letters in italic.). The grammar of a contract is represented by:

- a) Participles and Participial constructions (*index published..., existing client, schedules referred to in this document ..., Principles amended or supplemented ..., Fees specified in clause 3.1 ...*);
- b) Attributive clauses (a sub-set of Support *which includes ...*, a client *whose Information is contained ...*, product *which we notify you ...*);

The beginning of a contract is marked by the words and word combinations: *to commence, to take effect* (not *to begin, to start*), the end of its validity (or expiry) – by the words: *to cancel, to suspend, to cease, to wind up, to terminate, etc.* The conditions are usually pointed out by means of:

- a) *in the case of ...* (if it is a sole case - ***in the case of Reuters Shipping Service...***);
- b) *in case* (any case not provided for in a contract - ***In case of new Services*** requiring specific provisions, we will notify you of the necessary amendments to the *Reuters Business Principles*, which will take effect immediately to the extent that they apply only to the new *Services*);
- c) *unless otherwise* in the meaning of “if/unless” (***Unless otherwise*** specified in the *Order Form, Charges* are payable quarterly in advance);
- d) *if* (*If you cancel any Service or any access to a Service ...*);
- e) *If* there are conditions which permit to perform an action, they are pointed out (singled out):

Each of us undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor to use it **for any purpose other than** in the performance of the *Agreement*.

Possibility and impossibility are rendered by means of the modal verbs **can** (*Materials, any cancellation following the notice reference clause 2.2 cannot take effect earlier than the end of the period specified in the Order Form...*) and **may** (*We*

may adjust or change the basis of calculation of the *Service Fees* ...) in gentle manner. They are not categorical. These modal verbs denote prohibition and permission to undertake particular actions:

Neither of us **may assign** any right or obligation of the *Agreement* or any part of it without the prior written consent of the other.

If you can show that any amendment will result in increase in your costs of receiving the *Services* excess of the *Agreed Level* or in a material reduce of your rights to use the *Information*, you **may call** the *Service* affected.

There are a number of words and expressions defining types of payments (*charge*) a client is to cover in accordance with a contract. They are: (all applicable) *taxes and duties, losses, damage, costs and expenses; to pay all taxes, duties, levies, or other charges; to cover any expenses; to implement additional fees; to authorize refunds and returns; to withdraw costs from; to recover from smb. an amount equal to; to withhold taxes* and other words.

The Future Simple Tense (presupposing a kind of promise and / prediction) is used to express *liabilities* and *charges* of parties.

Although we **will** use all reasonable endeavours to ensure the accuracy and reliability of the *Service*, neither we nor any other member of the *Reuters Group*, nor any *Information Provider*, nor any third party supplier **will** be liable for any loss or damage in connection with the provision of or failure to provide the *Services* except as and out in clause 5.2.

It is also very important for every translator to differentiate the meaning of some singular nouns, both countable and uncountable, which have different meaning in plural, e.g.:

Singular	Plural
charge (оплата)	charges (витрати)
cost (вартість)	costs (витрати)
damage (шкода)	damages (збитки)
liability (відповідальність)	liabilities (пасив(и), борги)
money (гроші)	moneys (валюти), monies (грошові суми)
a resource (засіб)	resources (ресурси)
saving (економія)	savings (збереження)
security (безпека)	securities (цінні папери)
a supply (постачання)	supplies (запаси)
facility (легкість)	facilities (обладнання)
a premise (умова)	premises (нерухомість)

Negation of actions is not typical of contract-forms either. Lexical negation is usually used: *neither will...*, *neither we nor any other member will...*, *no public announcement...*, etc.

In many documents there is a clause “*Confidentiality*”. If contractual services presuppose such information, one of parties’ obligations is *to hold it in confidence, not to disclose confidential information to the third party*.

General clauses designate obligations, actions according to contracts that are sure to be performed. This certainty is expressed by means of verbs in the form of the Future Simple Tense and the following word combinations:

- You **will indemnify** us any loss ... **regardless of** the clause ...
- If there is any conflict between the terms of the *Contract* and the terms of the *Reuters Business Principles*, the terms of the *Contract* **will prevail**.
- Notices **will be doomed to be received** on business day after being sent or on proof of delivery, if earlier.

At the end of a contract there are clauses that function as a conclusion (*Entire Agreement*). Parties signal about their acknowledgement. Verbs in the form of the Present Perfect Tense are used to show result:

You acknowledge that:

- you **have been provided** with a copy of the *Reuters Business Principles*;
- you **have read** the *Reuters Business Principles* and agree with its contents.

Thus each provision (clause) has its specific lexicon and syntactical “framework”. While translating documents of this type interpreters are to take into account peculiarities of their composition.

The Chinese agreements and contracts meet the above-mentioned requirements. Study an abstract from the Chinese-Ukrainian contract:

合作合同书	КОНТРАКТ
<p>甲 方： 组织机构代码： 住 址： 邮 编：电 话：</p> <p>乙 方： 组织机构代码：住 址：邮 编：电 话：</p>	<p>Сторона А: Код організації Адреса : Поштовий індекс: Телефон:</p> <p>Сторона Б : Код організації Адреса: Поштовий індекс: Телефон:</p>
<p>甲、乙双方本着互惠互利、共同发展的原则，经过充分友好协商，达成一致，决定共同组建成立一家有限责任公司，并就“XXXXXX”项目的协作生产、市场推广和销售事宜达成协议如下：</p>	<p>Сторона А і Б за взаємною вигодою та загальними принципами розвитку після дружніх переговорів досягли згоди спільно створити компанію з обмеженою відповідальністю, розпочати проєкт "XXXXXX" спільного виробництва, маркетингу та продажу, а також домовилися про нижченаведене:</p>
<p>一、双方投入内容及时间：</p> <p>1、乙方拥有的“XXXXXXXX”专利，该专利的专利号为：XXXXXXXX，申请日为XXXXXXXX。</p> <p>2、乙方以上述有自己署名的专利技术入股，与甲方共同成立一家新公司。</p> <p>3、自即日起及公司合作期间，上述专利技术要评审，要作价，为原所有人所有，双方以共同组建成立的公司名义对外进行招商引资。</p>	<p>I. Загальні положення</p> <p>1. Сторона Б має патент "XXXXXXXX", номер патенту: XXXXXXXX, дата подачі: XXXXXXXX.</p> <p>2. Сторона Б володіє запатентованою технологією і акціями, спільно із Стороною А створили нову компанію.</p> <p>3. У період співпраці Сторона Б знайомить другу сторону із запатентованою технологією, право визначення ціни належить первісному власнику, сторони разом надають назву компанії під час здійснення іноземних інвестицій.</p>
<p>二、甲方的权利和义务：</p> <p>1、在新成立的公司中任董事长，对外开展业务。</p> <p>2、办理新公司的申请批准，负责向</p>	<p>II. Права и обов'язки Сторони А:</p> <p>1. Сторона А є головою нової компанії для ведення бізнесу.</p> <p>2. Сторона А звертається до відповідних закладів для реєстрації і</p>

<p>有关部门登记注册、领取营业执照、注册商标等事宜。</p> <p>3、办理生产许可证及产品注册证的申报等事宜。</p> <p>三、乙方的权利及义务：</p> <p>1、在新成立的公司中为常务副董事长兼生产、研发负责人，需签订任命书，以任命书为准。</p> <p>2、与甲方共同享有决定研发人员的聘用及制定人员工资、福利待遇、奖惩办法的权力。</p> <p>3、与甲方共同享有财务权（只有双方共同签名，方能进入财务，缺一不可）、核算权、经营销售权、发展方向决策权共同经营公司；听取公司负责人开展业务情况的报告；检查公司帐册及经营情况；与甲方共同决定公司重大事项。</p> <p>四、股权分配：</p> <p>1、甲方在新成立的公司中拥有50%股份</p> <p>2、乙方在新成立的公司中拥有50%股份</p> <p>五、技术所有权及技术保密事项：</p> <p>1、在公司合作期内，甲、乙双方可以公司名义共同使用上述专利技术。</p>	<p>отримання бізнес-ліцензії, реєструє товарні знаки і вирішує інші питання, пов'язані з діяльністю компанії.</p> <p>3. Сторона А здійснює ліцензійне виробництво продукції, займається звітною документацією.</p> <p>III. Права и обов'язки Сторони Б:</p> <p>1. Сторона Б виконує функції віце-голови в новій компанії.</p> <p>2. Разом із Стороною А приймає рішення про зарахування осіб на роботу, сприяє розвитку компанії, бере участь у складанні звітів, розподіляє пільги та контролює (стримує) владу іншої сторони.</p> <p>3. Разом із Стороною А користується фінансовими повноваженнями. Сторона несе відповідальність за здійснення виробничого процесу та розв'язання технічних проблем.</p> <p>IV Розподіл акцій</p> <p>1. Сторона А володіє 50% акцій.</p> <p>2. Сторона Б володіє 50% акцій.</p> <p>V. Права на володіння технологіями та конфіденційність інформації:</p> <p>1. Під час співпраці сторони А і Б можуть спільно користуватися назвою компанії та запатентованою технологією.</p>
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2、自即日起及公司合作期间，乙方保留与第三方进行关于上述有自己署名的专利的合作的权利。

六、违约责任及争议的解决

1、如乙方在生产过程中不履行所负责任视同违约，甲方有权以书面形式终止本合同的效力；反之甲方在生产过程中不履行协议合同内所规定的责任、严重违背商业道德和法律，损害对方利益，也视同违约，乙方有权终止本合同的效力。

2、本合同如有未尽事宜及发生纠纷，双方将本着互谅互让的原则友好协商解决，如双方不愿协商、调解解决或者协商、调解不成有争议的，可请合同仲裁机构调解，同时需公证处公证，仲裁的裁决是终局的，对双方都有约束力。

七、合同生效及其他：

1、本合同经甲、乙双方签字、盖章，同时需公证处公证后生效，并从签订之日起开始执行。

2、本合同一式三份，甲、乙双方各持一份，公证处一份，具有同等效力。

2. З моменту підписання Контракту та протягом усієї діяльності компанії сторона Б зберігає право заключати договори з третьою стороною з питань запатентованої технології, яка належить первинному власникові.

VI. Порушення положень Контракту та порядок урегулювання суперечностей

1. У разі, якщо сторона Б не виконує свої обов'язки, сторона А має право заявити про розірвання Контракту в письмовій формі. Так само, у разі, якщо сторона А не дотримується умов договору й порушує комерційні, моральні і юридичні закони, сторона Б має право розірвати Контракт.

2. Усі розбіжності й суперечності, що можуть виникнути між Сторонами у зв'язку з реалізацією цього Контракту, урегулюються засобами переговорів. У випадку, якщо Сторони в результаті переговорів не змогли досягти взаємної згоди через розбіжності, що виникли, а також у разі, якщо одна зі Сторін ухиляється від проведення переговорів, суперечність регулюється в судовому порядку, у встановленому законодавством України. Арбітражне рішення є остаточним і зобов'язальним для двох Сторон.

VII. Набуття чинності Контракту та інші положення:

1. Контракт вступає в силу з моменту підписання сторонами А і Б.

2. Цей Контракт складено у трьох примірниках, є нотаріально завіреним. Три примірники мають однакову юридичну силу.

<p>3、本合同的最终解释权由乙方保留。</p> <p>甲方： 乙方：</p> <p>法人签字： </p> <p>法人签字： </p> <p>签字日期： </p> <p>签字日期： </p> <p>年月日 年月日</p>	<p>3. Право на остаточне тлумачення цього Контракту зберігається Стороною Б.</p> <p>Сторона А: Сторона Б:</p> <p>Підпис юридичної Підпис юридичної особи : особи :</p> <p>Дата : Дата:</p> <p>«____»_____ — «____» _____ — <i>день місяць рік</i> <i>день місяць рік</i></p>
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Thus, a translator must be aware of all economic regulations as well as linguistically literate.

PRACTICAL TASKS

Theme I. Official business style

Exercise 1. *Define the substyle of the abstracts given below. Mind, all of them refer to official business style.*

Pursuant to the provisions of Article 51 of the Convention and Article VIII of the Optional Protocol, the Convention and the Optional Protocol will enter into force for the United States of America on December 13, 1972, the thirtieth day after deposit of the instrument of ratification,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention and the Optional Protocol to the end that they shall be observed and fulfilled with good faith on and after December 13, 1972 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fourth day of November in the year of our Lord one thousand nine hundred [SEAL] seventy-two and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

a)

b) **WE, Mohamed Bin Rashid Al Maktoum, Ruler of Dubai**

Taking cognisance of Law No. 3 of 2003 appointing the Dubai Executive Council; Law No. 7 of 2006 concerning property registration in the Emirate of Dubai; Law No. 8 of 2007 concerning real estate development trust accounts in the Emirate of Dubai; Law No. 16 of 2007 setting up the Real Estate Regulatory Agency; Decree No. 2 of 1993 appointing a special judicial committee to resolve landlord-tenant disputes, as amended; and Regulation No. 3 of 2006 designating the areas in which on-UAE nationals may own freehold property in the Emirate of Dubai Decree as follows:

Article (1) A special judicial committee called the ‘ Judicial Committee on Dispute Resolution’ shall be set up with exclusive authority to consider and decide all disputes relating to real property located in the areas designated in said Regulation as areas in

which foreign freehold ownership of property is permitted. The Committee shall, in particular, decide issues arising from:

- 1- Disputes relating to ownership interests in real estate in the said areas including disputes concerning usufruct rights over real property and any related rights in rem
- 2- Disputes arising out of the actions of property agents
- 3- Disputes arising out of leases of more than 5 years

c) MARFIN BANK

TO WHOM IT MAY CONCERN

Certificate № 52-07/13

30th of July, 2012

city of Odessa

We hereby confirm that a USD current account № 68201000103852849 was opened at the Central Sub-branch of PUBLIC JOINT-STOCK COMPANY (PJSC) “MARFIN BANK” in the city of Odessa, Branch Office №15, in the name of IVANOV IVAN IVANOVYCH on the 7th of March, 2008.

Dated 27 July, 2012, the account balance amounts to 1500, 01 (one thousand five hundred and one) US dollars, 01 cent.

Requisites of the PJSC “MARFIN BANK”:

Ukraine, 68003, Odessa region, city of Ilichevsk, Lenina Street, 28
Correspondent account 32003100300 in the Main Department of the National Bank of Ukraine in Odessa region,
IFO 328027, Code according to the All-Russia Classifier of Enterprises and Organizations 21650966

Bank requisites of the Bank’s Sub-division:

Branch Office №15 of the Central Sub-branch of
Public Joint-Stock Company “MARFIN BANK”
Ukraine, 65117, city of Odessa, Krymskaya Street, 74,
IFO 388551, Code according to the All-Russia Classifier of Enterprises and Organizations 37109524

Acting Head of Branch №15 of the Central Sub-branch of
PUBLIC JOINT-STOCK COMPANY “MARFIN BANK” /signature/ N.A. Prisyazhnyuk

d) When Both Service Member and Spouse are Nonresidents

Federal law prohibits states from including the military income of a nonresident service member when determining the individual income tax for either the service member or the service member’s spouse on a married filing joint return.

If both spouses are nonresidents and are in Utah solely due to the military orders of the service member, they must pay Utah income taxes on the service member's non-military income from Utah sources. If the non-resident service member does not have any Utah source non-military income and the nonresident non-military spouse had the same domicile as the service member before moving to Utah, they are not required to file a Utah income tax return. See *Utah Nonresident Service Member* and *Utah Nonresident Service Member's Non-military Spouse* on page 2.

e) The past year was characterized by reasonable growth. While trends within the various sectors of the consumer product division were mixed, net sales increased an average of 5 percent, following a relatively strong economy and increased consumer demand. Under the circumstances, the division's operating income increased approximately 2 percent, despite manufacturing cost pressures related to rising energy and commodity prices. The average operating income of the consumer product industry decreased as much as 1 percent during the past year.

The consumer product division continued to focus on working capital by increasing the average working capital ratio, along with a slight increase in inventory turnover and a slight decrease in accounts receivable turnover. We will continue the effort to realize higher efficiency and financial stability of the division. It is projected that the division's sales continue to grow an average of 3 to 5 percent per annum along with an estimated 2 percent increase in net income in the next five years.

Exercise 2. *Translate the abstracts. Analyze their compositional structure, vocabulary, grammatical structures and syntax.*

Theme II. Types of documents

Exercise 1. Define the classification signs and groups of the following documents:

a) *MINUTES OF THE MEETING*

Executive summary

Since 2006, the European Commission has taken a number of initiatives in order to ensure a smooth phasing in of Regulation 1107/2006 concerning the rights of disabled persons and persons with reduced mobility¹ when travelling by air. Among these initiatives a plenary European conference was held on 25 January 2008, assembling all the parties concerned: European national associations of PRMs, European association of airports and individual airports, national enforcement bodies² of the 27 Member States and airlines associations. The objective of this conference was to ensure a successful entering into force of Regulation 1107/2006 on 26 July 2008. Therefore, each category of operators has been made aware of the specific needs and constraints of the stakeholders concerned. A detailed dialogue has been launched which can continue in a more informal and more decentralized way. It also allowed identifying the main issues at stake, and finally to making proposals for action for the Commission and every stakeholder present at the conference until July 2008 and beyond.

The conference was regarded as a success by the participants.

b) **(1) Shareholder Value**

Company Background

Arvind Mills (AML), the flagship company of Lalbhai Group was incorporated in 1931 to manufacture cotton textiles. AML, for long has been one of the leading cotton manufacturing company in the country producing conventional suiting fabrics, shirting fabrics, sarees has moved into denim manufacturing in 1980's is currently the largest denim manufacturer in the world. The company with both international and local brands is one of the leading player in the domestic ready to wear garment industry.

The company has the rights to market international brands such as Arrow, Lee, Flying Machine etc in India. The company has also owns popular brands such as Newport, Ruggers, Excalibre and Ruf & Tuf. It has tied-up with H I Lee for Lee brand

in denim Jeans and with Cluett International, US, for Arrow Shirts for manufacturing and marketing in India. AML's recent tie-ups include its technical and marketing alliance with F M Hammerie Von-Ogensver Waltungs, Austria, the US-based Alamac Knit Fabrics & Spinners and Webexi Dict Turt, Switzerland. The denim project went on stream in 1991. Arvind Mills in 1985 has diversified into electronics by setting up a plant to manufacture electronic telephone exchanges (EPABX). It also entered into marketing pharmaceutical products and B&W and colour television sets under the name Pyramid.

The company has also ventured into production of Video Magnetic Tape of VHS Standards in 1988. In this regard the company has signed an agreement with Victor Company of Japan for technical assistance and license for production and marketing of video tapes. The company has taken over the management of Nagri Mills Co. Ltd. The company has merged Rohit Mills, a sick textile unit with it effective from Nov 1, 1996 and renamed Rohit mills as Asoka Cotsyn.

c)

Ken's Cheese House
34 Chatley Avenue
Seattle, WA 98765

October 23, 2006

Fred Flintstone
Cheese Specialists Inc.
456 Rubble Road

Dear Mr Flintstone:

With reference to our telephone conversation today, I am writing to confirm your order for: 120 x Cheddar Deluxe Ref. No. 856. The order will be shipped within three days via UPS and should arrive at your store in about 10 days. Please contact us again if we can help in any way.

Yours sincerely,

Kenneth Beare
Director of Ken's Cheese House

d)

- Your business is always appreciated. Continuing to be of service to you will be our pleasure.
- Sincere thanks for your extra effort.
- A World Of Thanks For your Friendship, your Business and the Opportunity to serve you.
- Thank you for your order. Being of service to you again will be our pleasure.
- Thank you for your valuable time. We appreciate the opportunity to be able to serve you.

e)


MAGNA CARTA

The Great Charter of English liberty granted (under considerable duress) by King John at Runnymede on June 15, 1215

John, by the grace of God King of England, Lord of Ireland, Duke of Normandy and Aquitaine, and Count of Anjou, to his archbishops, bishops, abbots, earls, barons, justices, foresters, sheriffs, stewards, servants, and to all his officials and loyal subjects, greeting.

Know that before God, for the health of our soul and those of our ancestors and heirs, to the honour of God, the exaltation of the holy Church, and the better ordering of our kingdom, at the advice of our reverend fathers Stephen, archbishop of Canterbury, primate of all England, and cardinal of the holy Roman Church, Henry archbishop of Dublin, William bishop of London, Peter bishop of Winchester, Jocelin bishop of Bath and Glastonbury, Hugh bishop of Lincoln, Walter Bishop of Worcester, William bishop of Coventry, Benedict bishop of Rochester, Master Pandulf subdeacon and member of the papal household, Brother Aymeric master of the **Knights of the Temple** in England, William Marshal, earl of Pembroke, William earl of Salisbury, William earl of Warren, William earl of Arundel, Alan de Galloway constable of Scotland, Warin Fitz Gerald, Peter Fitz Herbert, Hubert de Burgh seneschal of Poitou, Hugh de Neville, Matthew Fitz

Herbert, Thomas Basset, Alan Basset, Philip Daubeny, Robert de Roppeley, John Marshal, John Fitz Hugh, and other loyal subjects:

1. First, that we have granted to God, and by this present charter have  confirmed for us and our heirs in perpetuity, that the English Church shall be free, and shall have its rights undiminished, and its liberties unimpaired. That we wish this so to be observed, appears from the fact that of our own free will, before the outbreak of the present dispute between us and our barons, we granted and confirmed by charter the freedom of the Church's elections - a right reckoned to be of the greatest necessity and importance to it - and caused this to be confirmed by Pope Innocent III. This freedom we shall observe ourselves, and desire to be observed in good faith by our heirs in perpetuity. We have also granted to all free men of our realm, for us and our heirs for ever, all the liberties written out below, to have and to keep for them and their heirs, of us and our heirs:

2. If any earl, baron, or other person that holds lands directly of the Crown, for military service, shall die, and at his death his heir shall be of full age and owe a `relief', the heir shall have his inheritance on payment of the ancient scale of `relief'. That is to say, the heir or heirs of an earl shall pay for the entire earl's barony, the heir or heirs of a knight 100s. at most for the entire knight's `fee', and any man that owes less shall pay less, in accordance with the ancient usage of `fees'.

3. But if the heir of such a person is under age and a ward, when he comes of age he shall have his inheritance without `relief' or fine.

4. The guardian of the land of an heir who is under age shall take from it only reasonable revenues, customary dues, and feudal services. He shall do this without destruction or damage to men or property. If we have given the guardianship of the land to a sheriff, or to any person answerable to us for the revenues, and he commits destruction or damage, we will exact compensation from him, and the land shall be entrusted to two worthy and prudent men of the same `fee', who shall be answerable to us for the revenues, or to the person to whom we have assigned them. If we have given or sold to anyone the guardianship of such land, and he causes destruction or damage,

he shall lose the guardianship of it, and it shall be handed over to two worthy and prudent men of the same `fee', who shall be similarly answerable to us.

5. For so long as a guardian has guardianship of such land, he shall maintain the houses, parks, fish preserves, ponds, mills, and everything else pertaining to it, from the revenues of the land itself. When the heir comes of age, he shall restore the whole land to him, stocked with plough teams and such implements of husbandry as the season demands and the revenues from the land can reasonably bear.

6. Heirs may be given in marriage, but not to someone of lower social standing. Before a marriage takes place, it shall be made known to the heir's next-of-kin.

7. At her husband's death, a widow may have her marriage portion and inheritance at once and without trouble. She shall pay nothing for her dower, marriage portion, or any inheritance that she and her husband held jointly on the day of his death. She may remain in her husband's house for forty days after his death, and within this period her dower shall be assigned to her.

8. No widow shall be compelled to marry, so long as she wishes to remain without a husband. But she must give security that she will not marry without royal consent, if she holds her lands of the Crown, or without the consent of whatever other lord she may hold them of.

Exercise 2. *Translate the documents represented in Ex. 1 into your mother tongue*

Theme III. Social and political documents

Exercise 1. *Translate the joint note issued by Ukraine and Moldova from Ukrainian into English (Chinese). See the material of Theme 3.*

Exercise 2. *Translate the Verbal Note issued by the European Commission from English into Ukrainian. See the material of Theme 3.*

Exercise 3. *Translate the invitation from Chinese into Ukrainian. Mind its text frame and lexicon.*

孔子学院总部

Confucius Institute Headquarters



北京市西城区德胜门外大街129号
129 Deshengmenwai Street, Xicheng District, Beijing
Http://www.hanban.org Email: kzxy@hanban.org

第七届全国孔子学院大会邀请信

尊敬的 波波娃 弗拉基米洛夫娜 :

非常感谢您一直以来对我们工作的大力支持！

为总结交流孔子学院发展经验，促进孔子学院进一步发展，孔子学院总部定于2012年12月15-18日（15-16日注册）在北京召开第七届全国孔子学院大会。

我热诚地邀请您（波波娃 弗拉基米洛夫娜，出生年月:1975.11.03，护照号码:EE674322）出席本次大会，共同探讨促进孔子学院融入大学和社区等议题。我们将乐意承担您的国际旅费和会议期间的食宿交通费用。

再次感谢您为孔子学院所做出的贡献。

期待与您在北京会面。

中国国家汉办 :

孔子学院总部 总干事

二〇一二年十一月一日

附件：第七届全国孔子学院大会日程（草案）

Exercise 4. Translate the following sentences, paying attention to the infinitive and infinitive constructions (eng.1september.ru/2007/04/9.htm).

1. The United Nations principle function is to maintain peace and prevent war. The decision of the Yalta and Potsdam conferences pointed out the threat of militarism and aggression to the course of peace and security and provided a system of measures to eliminate sources of war and aggression.
2. Other areas of major concern relate to the seabed and ocean floor and mean to ensure their reservation for peaceful use.
3. Disputes are to be settled by peaceful means. Member states undertake not to use force or the threat of force in contraventions of the purposes of the UN.
4. States not-members of the UN are required to act in accordance with these principles so far as may be necessary for the maintenance of international peace and security.
5. The General Assembly is expressly authorized to deal with specific disputes and situations brought before it and to undertake studies and make recommendations for promoting international co-operation in political, social, cultural and educational matters for encouraging the development of international law and for assisting in the realization of human rights and fundamental freedoms.

Exercise 5. Translate the following sentences, paying attention to the gerund and gerundial constructions.

1. Polls keep indicating that a majority of Americans hold strong doubts about the candidate's ability to handle his job.
2. Each side insists on withholding its part of the bargain until the other has acted.
3. The situation in the country is a lesson in the dangers of upsetting the delicate balance of neutralist politics.
4. The impossibility of disregarding established diplomatic rules does not, however, preclude suspicious host governments from keeping a watchful eye on diplomatic missions and diplomats suspected of abusing their privileges and immunities.
5. All this, however, has not prevented the head of the delegation and his colleagues from keeping up their end of a dialogue, which reflects a practical approach and a real

willingness to consider serious proposals.

6. They are terrified of being drawn into taking over responsibility for their own security.

7. Amnesty, often granted to student troublemakers last year, is to be a thing of the past at many colleges. Instead of being forgiven for their misconduct, more students are to be suspended or expelled.

8. No sign exists of the president having concerned himself with the substance of these two important questions.

Exercise 6. *Translate the following sentences, paying attention to the participles and participial constructions.*

1. But most (98%) of the businesses in the United States are small businesses - independently owned and operated and having fewer than twenty employees.

2. Whether a business has one employee working at home, 100 working in retail store, 10,000 working at a plant or factory or 100,000 working in branch offices nation-wide, all businesses share the same definition and are organized for the same purpose: to earn profits.

3. Government legislation leads a company to change its hiring practices; technological advances convince a company to change its manufacturing processes; changes in consumer tastes tell a company to alter its marketing strategies.

4. A tactical plan is specific, detailed, and current, focusing on present operations.

5. Managers' decisions range from minor and relatively unimportant, to major and potentially life-threatening to the organization.

6. The 18 riparian countries have begun research and monitoring of the conditions of the sea, most have signed the Barcelona Convention agreeing to control pollution and over-fishing, and they have begun plans for joint development of that sea.

7. The intellectual attractions of the law regulating literary and artistic property account only in small part for the rise of copyright law.

8. Duly certified copies of this Treaty shall be transmitted by the Depositary Governments to the Governments of the signatory and acceding States.

9. In witness whereof the undersigned, duly authorized, have signed this Treaty.

10. Done in triplicate, at the cities of Washington, London and Moscow, this first day of July one thousand nine hundred sixty-eight.

Exercise 7. Translate the following sentences, paying attention to the Nominative Absolute Constructions.

1. With the new countries in the United Nations will for the first time include Britain's allies and associates.

2. The ratification debate should take place as quickly as possible, it being understood that the president of the republic should not sign the treaty until the preconditions are fulfilled.

3. Objectives and plans established, the organizing function comes into play.

4. There being no survivors, the exact causes which led to the accident will never be known.

5. All other things being equal, one would assume that the latter solution is more plausible.

Exercise 8. Translate the abstract from the Treaty on Good-neighbourliness, Friendship and Cooperation between China and Russia from Chinese into Ukrainian. Mind its lexical and grammatical peculiarities.

第一条

缔约双方根据公认的国际法原则和准则，根据互相尊重主权和领土完整、互不侵犯、互不干涉内政、平等互利、和平共处的原则，长期全面地发展两国睦邻、友好、合作和平等信任的战略协作伙伴关系。

第二条

缔约双方在其相互关系中不使用武力或以武力相威胁，也不相互采取经济及其它施压手段，彼此间的分歧将只能遵循联合国宪章 的规定及其它公认的国际法原则和准则，以和

平方式解决。缔约双方重申，承诺互不首先使用核武器和互不将战略核导弹瞄准对方。

第三条

缔约双方相互尊重对方根据本国国情所选择的政治、经济、社会和文化发展道路，确保两国关系长期稳定发展。第四条中方支持俄方在维护俄罗斯联邦的国家统一和领土完整问题上的政策。

俄方支持中方在维护中华人民共和国的国家统一和领土完整问题上的政策。

Exercise 9. Translate the abstract from the Treaty on Good-neighbourliness, Friendship and Cooperation between China and Russia from Ukrainian into Chinese. Mind its lexical and grammatical peculiarities.

Стаття 4

Російська Сторона підтримує політику Китайської Сторони в питаннях стосовно захисту державної єдності і територіальної цілісності Китайської Народної Республіки.

Китайська Сторона підтримує політику Російської Сторони в питаннях стосовно захисту державної єдності і територіальної цілісності Російської Федерації.

Стаття 5

Російська Сторона підтверджує незмінність своєї принципової позиції з тайванського питання, викладеної в політичних документах, підписаних і прийнятих головами обох держав у період з 1992 по 2000 рік. Російська Сторона визнає, що у світі існує тільки один Китай, Уряд Китайської Народної Республіки є єдиним законним урядом, що представляє весь Китай, а Тайвань є невідомою частиною Китаю. Російська Сторона виступає проти незалежності Тайваню у будь-якій формі.

Theme IV. Personal documents

I. (Auto)biography

Exercise 1. Write your autobiography in English (Chinese).

Exercise 2. Write your relatives' biography (mother, father, sister, brother) in English (Chinese). Are there any differences in writing autobiography or biography?

Exercise 3. Translate the biography of a famous Chinese public figure from Chinese into Ukrainian:

莫言

百科名片



莫言生于1955年2月17日，原名管谟业，祖籍山东高密，中国当代著名作家。北京师范大学文艺学硕士，北京师范大学教授。他自1980年代中以一系列乡土作品崛起，充满着“怀乡”以及“怨乡”的复杂情感，被归类为“寻根文学”作家。2011年莫言荣获茅盾文学奖。2012年莫言荣获诺贝尔文学奖。其作品深受魔幻现实主义影响，写的是一出出发生在山东高密东北乡的“传奇”。《生死疲劳》和《蛙》这两部作品所具有的罕见的宗教情怀，使它们超越了中国作家同行，而进入了世界文学的行列。莫言的业绩，也使他当之无愧地获得了诺贝尔文学奖的殊荣。

II. *Certificates*

Exercise 1. *Translate the certificate from English into Ukrainian. Mind its lexical and grammatical peculiarities.*

SAMPLE FORM:

CERTIFICATE OF OWNERSHIP

Failure to return this Certificate may result in your property being revalued for property tax purposes.

Return this entire document. Retain a copy for your records if you desire.

RETURN BY: Date will be provided when mailed.

- 1) Ownership as of December 31, 2008: {{OWNER ON JANUARY 1st}}
- 2) Has there been a transfer of ownership OR transfer of interest in ownership between January 1, 2008 and December 31, 2008? Yes _____ No _____.
- 3) If yes, please provide name and address of new owner if the owner above is not correct:

Nature of ownership interest transferred:

- 4) If partial interest transfer, list other partial interest owners, percent interest for each, and relationship of grantor to grantee:

- 5) Your contact information: Daytime Telephone:

- 6) Mailing Address:

- 7) E-mail Address:

8) Signature: _____ Date: _____.

9) Owner _____ Owner's _____ Agent _____

Other: _____ (Indicate Title).

Please attach any information that will not fit on the form.

This form must not be faxed, nor can electronic transmissions be accepted.

This Certificate is required by S.C. Code Ann. Section 12-37-3160(B).

PENALTY: If owner or owner's agent knowingly falsifies the details on the Certificate, the owner or owner's agent is subject to a civil penalty. Penalty must not be less than two times the taxes lawfully due or more than three times the taxes lawfully due.

Property Tax Map Number: _____

Exercise 2. Give the English (Chinese) translation of your Birth Certificate and your parents' Marriage Certificate. Give the Ukrainian equivalents to the words and word combinations:

in words and figures –

the Civil Registry Book of Births -

District Civil Registry Office -

Civil Registrar in Chief –

to conclude marriage –

the Civil Registry of Marriages -

the family names were conferred to –

the First Civil Registry Office of Prymorsky District Justice Authority –

official Seal of Issuing Authority -

III. Diplomas

Exercise 1. Give the English (Chinese) translation of your Bachelor Diploma and its Addendum.

Exercise 2. Translate the Complete General Secondary Education CERTIFICATE into Ukrainian observing the frame structure and terms of the source text.

UKRAINE		
Complete General Secondary Education CERTIFICATE		
		B No. 544736
CERTIFICATE		
Bakanova Anastasiya Anatiliyivna		
in 2002 finished Kerch Secondary School of I-III levels No. 13, Autonomous Republic of Crimea.		
Director	<signature>	L. M. Andreyeva
KP No. 17831485	27 June 2002	Round Seal

Addendum to Complete General Secondary Education Certificate	
<i>Director</i>	<signature>
<i>Round seal</i>	
<i>27 June 2002</i>	
Registration No. 37	A No. 293274

ADDENDUM to Complete General Secondary
Education CERTIFICATE

KP No. 17831485
(invalid without the certificate)

Anastasiya Anatoliyivna
(name, patronymic, surname)

Bakanova

in 2002 finished

Kerch Secondary School No.13,
(name of the educational institution)

ARC

with the following marks:

subject	mark
<u>Ukrainian language</u>	<u>five</u>
<u>Ukrainian literature</u>	<u>six</u>
<u>Russian language</u>	<u>four</u>
<u>Literature</u>	<u>five</u>
<u>English language</u>	<u>four</u>
<u>Algebra</u>	<u>four</u>
<u>Geometry</u>	<u>four</u>
<u>Informatics</u>	<u>four</u>
<u>History of Ukraine</u>	<u>seven</u>
<u>World history</u>	<u>seven</u>
<u>Human being and society</u>	<u>eight</u>
<u>Geography</u>	<u>six</u>

<u>Biology</u>	<u>six</u>
<u>Physics</u>	<u>four</u>
<u>Astronomy</u>	<u>seven</u>
<u>Chemistry</u>	<u>seven</u>
<u>Physical training</u>	<u>twelve</u>
<u>Life and health protection</u>	<u>nine</u>
<u>Medical and sanitary training</u>	<u>eight</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

She passed the state final accreditation on the following subjects:

subject	mark
<u>Ukrainian language</u>	<u>five</u>
<u>Russian language</u>	<u>five</u>
<u>Chemistry</u>	<u>seven</u>
<u>Biology</u>	<u>six</u>
<u>History of Ukraine</u>	<u>seven</u>
<u> </u>	<u> </u>

Exercise 3. Translate the Master Diploma from Chinese into Ukrainian observing the text structure and terms of the source text.



硕士学位证书

杜宏权系黑龙江
人，一九六八年九月
二十三日生。在我校



中国古代文学 学科(专业)已通过
硕士学位的课程考试和论文答辩，成
绩合格。根据《中华人民共和国学位
条例》的规定，授予 文学 硕士
学位。

哈尔滨师范大学

学位评定委员会主席 陈进峰

二〇〇七年六月三十日

证书编号 T1023132007000061

Theme V. Applications

Exercise 1. Analyze the Ukrainian translation (lexical and grammatical peculiarities) of the Application Form for Schengen visa. Fill it in (in English).

	<p style="text-align: center;"><i>Application for Schengen Visa</i> <i>Анкета для отримання</i> <i>Шенгенської візи</i></p> <p style="text-align: center;"><i>This application form is free</i> <i>Безкоштовний бланк</i></p>	<p style="text-align: center;">PHOTO</p>
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1 Surname (Family name) (x)/ Прізвище (-а)			FOR OFFICIAL USE ONLY		
2 Surname at birth (Former family name(s)) (x)/ Прізвище (-а) при народженні /попереднє (-і) прізвище (-а)			Date of application:		
3 First name(s) (Given name(s)) (x)/ Ім'я (Імена)			Visa application number:		
4 Date of birth (day-month-year) Дата народження (день-місяць-рік)	5 Place of birth/ Місце народження	7 Current nationality Громадянство Nationality at birth, if different: Громадянство при народженні, якщо відмінне від теперішнього	Application lodged at <input type="checkbox"/> Embassy/consulate <input type="checkbox"/> CAC <input type="checkbox"/> Service provider <input type="checkbox"/> Commercial intermediary <input type="checkbox"/> Border		
8 Sex/ Стать <input type="checkbox"/> Male/ Чоловік <input type="checkbox"/> Female/ Жінка	9 Marital status/ Громадянський статус <input type="checkbox"/> Single/ Неодружений/незаміжня <input type="checkbox"/> Married/ Одружений/заміжня <input type="checkbox"/> Separated/ Divorced/ Розлучений (-а) <input type="checkbox"/> Widow(er)/ Вдівець/вдова <input type="checkbox"/> Other (please specify) / Інше (прохання уточнити)		Name: <input type="checkbox"/> Other File handled by: Supporting documents:		
10 In the case of minors: Surname, first name, address (if different from applicant's) and nationality of parental authority/legal guardian. Для неповнолітніх: прізвище, ім'я, адреса (якщо відрізняється від адреси заявника) та громадянство особи, що має батьківські права або є офіційним опікуном			<input type="checkbox"/> Travel document <input type="checkbox"/> Means of subsistence <input type="checkbox"/> Invitation <input type="checkbox"/> Means of transport <input type="checkbox"/> TMI <input type="checkbox"/> Other:		
11 National identity number, where applicable/ Ідентифікаційний номер					
12 Type of travel document/ Тип документу <input type="checkbox"/> Ordinary passport / Закордонний паспорт <input type="checkbox"/> Diplomatic passport /					

Дипломатичний паспорт <input type="checkbox"/> Service passport / Службовий паспорт <input type="checkbox"/> Official passport / Офіційний паспорт <input type="checkbox"/> Special passport / Спеціальний паспорт <input type="checkbox"/> Other travel document (please specify) / Інший проїзний документ (прохання уточнити)				Visa decision: <input type="checkbox"/> Refused <input type="checkbox"/> Issued: <input type="checkbox"/> A <input type="checkbox"/> C <input type="checkbox"/> LTV <input type="checkbox"/> Valid: From
13 Number of travel document Номер паспорту	14 Date of issue Дата видачі	15 Valid until Дійсний до	16 Issued by Ким виданий	
17 Applicant's home address and e-mail address / Поштова адреса та адреса електронної пошти заявника		Telephone number(s) / Номер(-и) телефону (-ів)		
18 Residence in a country other than the country of current nationality / Проживання не в країні громадянства <input type="checkbox"/> No / Ні <input type="checkbox"/> Yes. Residence permit or equivalent No. / Так. Дозвіл на проживання або еквівалентний документ №				
until / Дійсний до * 19 Current occupation / Посада, яку займаєте				

(1) No logo is required for Norway, Iceland and Switzerland / Лого не потрібне для Норвегії, Ісландії та Швейцарії

(x) Fields 1-3 shall be filled in in accordance with the data in the travel document / Пункти з 1 по 3 повинні заповнюватися відповідно до даних, що фігурують в паспорті.

The fields marked with * shall not be filled in by family members of EU, EEA or CH citizens (spouse, child or dependent ascendant) while exercising their right to free movement. Family members of EU, EEA or CH citizens shall present documents to prove this relationship and fill in fields no 34 and 35.

* Члени сім'ї громадян ЄС, ЄЕЗ або Швейцарської Конфедерації (подружжя, діти, батьки на утриманні), які подорожують згідно з угодою про вільне пересування, не мають заповнювати поля, відмічені зірочкою. Члени сім'ї громадян ЄС, ЄЕЗ або Швейцарської Конфедерації мають подати документи, що підтверджують родинний зв'язок та заповнити пункти номер 34 і 35.

* 20 Employer and employer's address and telephone number. For students, name and address of educational establishment. Назва, адреса і номер телефону роботодавця. Для учнів і студентів – назва і адреса навчального закладу		Until
21 Main purpose(s) of the journey: / Основна мета подорожі: <input type="checkbox"/> Tourism / Туризм <input type="checkbox"/> Business / Бізнес <input type="checkbox"/> Visiting family or friends / Візит до родичів чи друзів <input type="checkbox"/> Cultural / Культура <input type="checkbox"/> Sports / Спорт <input type="checkbox"/> Official visit / Офіційний візит <input type="checkbox"/> Medical reasons / Лікування <input type="checkbox"/> Study / Навчання <input type="checkbox"/> Transit / Транзит <input type="checkbox"/> Airport transit / Транзит в аеропорту <input type="checkbox"/> Other (please specify) / Інше (прохання уточнити)		Number of entries: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> Multiple Number of days:
22 Member State(s) of destination/ Країна (-и) призначення	23 Member State of first entry / Країна першого в'їзду в Шенгенську зону	
24 Number of entries requested / Кількість в'їздів	25 Duration of the intended stay or transit	

<input type="checkbox"/> Single entry / Один <input type="checkbox"/> Two entries / Два <input type="checkbox"/> Multiple entries / Багато	Indicate number of days / Запланований період перебування або транзиту. Вкажіть кількість днів	
26 Schengen visas issued during the past three years / Шенгенські візи, отримані впродовж останніх трьох років <input type="checkbox"/> No / Ні <input type="checkbox"/> Yes. Date(s) of validity from / Так. Термін дії візи, з _____ to / по _____		
27 Fingerprints collected previously for the purpose of applying for a Schengen visa / Відбитки пальців, взяті при отриманні попередньої Шенгенської візи <input type="checkbox"/> No / Ні <input type="checkbox"/> Yes / Так Date, if known / Дата (якщо відома)		
28 Entry permit for the final country of destination, where applicable / Дозвіл на в'їзд до країни призначення, якщо має місце Issued by / Ким виданий _____ Valid from / Дійсний з _____ until / до _____		
29 Intended date of arrival in the Schengen area Запланована дата в'їзду на територію Шенгенської зони	30 Intended date of departure from the Schengen area Запланована дата виїзду з території Шенгенської зони	
* 31 Surname and first name of the inviting person(s) in the Member State(s). If not applicable, name of hotel(s) or temporary accommodation(s) in the Member State(s) Прізвище та ім'я приймаючої особи (осіб), яка (які) проживає (-ють) у державі (державих) Шенгенської зони. В іншому випадку, назва готелю (готелів) або адреса місця (місць) проживання у державі (державих) Шенгенської зони.		
Address and e-mail address of inviting person(s)/hotel(s)/temporary accommodation(s) / Поштова адреса та адреса електронної пошти приймаючої особи (осіб) / готелю (готелів) / місця (місць) проживання	Telephone and telefax / Номер телефону та факсу	
*32 Name and address of inviting company/organisation / Назва та адреса приймаючого підприємства чи організації	Telephone and telefax of company/organisation / Номер(-и) телефону(-ів) та факсу підприємства чи організації	
Surname, first name, address, telephone, telefax, and e-mail address of contact person in company/organisation Прізвище, ім'я, адреса, номери телефону та факсу, та адреса електронної пошти контактної особи у підприємстві чи організації:		

*33 Cost of travelling and living during the applicant's stay is covered / Витрати на подорож та проживання заявника під час його перебування покриваються		
<input type="checkbox"/> by the applicant himself/herself самим заявником Means of support / Кошти на перебування <input type="checkbox"/> Cash / Готівка <input type="checkbox"/> Traveller's cheques / Дорожні чеки <input type="checkbox"/> Credit card / Кредитні картки <input type="checkbox"/> Pre-paid accommodation / Оплачене житло <input type="checkbox"/> Pre-paid transport / Оплачений транспорт <input type="checkbox"/> Other (please specify) / Інше (прохання уточнити)	<input type="checkbox"/> by a sponsor (host, company, organisation), please specify Спонсор (приймаюча сторона, підприємство, організація) <input type="checkbox"/> referred to in field 31 or 32 / Вказане в пунктах 31 або 32 <input type="checkbox"/> other (please specify) / інше (прохання уточнити) Means of support / Кошти на перебування <input type="checkbox"/> Cash / Готівка <input type="checkbox"/> Accommodation provided / Наявність житла <input type="checkbox"/> All expenses covered during the stay / Всі витрати на перебування покриваються <input type="checkbox"/> Pre-paid transport / Оплачений транспорт <input type="checkbox"/> Other (please specify) / інше (прохання уточнити)	
34 Personal data of the family member who is an EU, EEA or CH citizen / Особисті дані члена сім'ї, який є громадянином ЄС, ЄЕЗ або Швейцарської Конфедерації		
Surname / Прізвище(-а)		First name(s) / Ім'я (Імена)
Date of birth / Дата народження	Nationality / Громадянство	Number of travel document or ID card / Номер проїзного документу чи посвідчення особи
35 Family relationship with an EU, EEA or CH citizen / Родинний зв'язок з громадянином ЄС, ЄЕЗ або Швейцарської Конфедерації <input type="checkbox"/> spouse / Чоловік або дружина <input type="checkbox"/> child / син або донька <input type="checkbox"/> grandchild / онук або онука <input type="checkbox"/> dependent ascendant / батьки або прабатьки на утриманні		
36 Place and date / Місце і дата	37 Signature (for minors, signature of parental authority/legal guardian) / Підпис (замість неповнолітньої дитини)	

	підписує один з батьків або опікунів)	
--	---------------------------------------	--

I am aware that the visa fee is not refunded if the visa is refused / Мені відомо, що відмова у видачі візи не є приводом для повернення візового збору

Applicable in case a multiple-entry visa is applied for (cf. field no 24):
 I am aware of the need to have an adequate travel medical insurance for my first stay and any subsequent visits to the territory of Member States.
 Для заявників на багаторазову візу (див пункт № 24):
 Мені відомо про необхідність мати медичну страховку як для першої подорожі, так і для наступних поїздок на територію країн-учасниць Шенгенської угоди

I am aware of and consent to the following: the collection of the data required by this application form and the taking of my photograph and, if applicable, the taking of fingerprints, are mandatory for the examination of the visa application; and any personal data concerning me which appear on the visa application form, as well as my fingerprints and my photograph will be supplied to the relevant authorities of the Member States and processed by those authorities, for the purposes of a decision on my visa application.

Such data as well as data concerning the decision taken on my application or a decision whether to annul, revoke or extend a visa issued will be entered into, and stored in the Visa Information System (VIS) (1) for a maximum period of five years, during which it will be accessible to the visa authorities and the authorities competent for carrying out checks on visas at external borders and within the Member States, immigration and asylum authorities in the Member States for the purposes of verifying whether the conditions for the legal entry into, stay and residence on the territory of the Member States are fulfilled, of identifying persons who do not or who no longer fulfil these conditions, of examining an asylum application and of determining responsibility for such examination. Under certain conditions the data will be also available to designated authorities of the Member States and to Europol for the purpose of the prevention, detection and investigation of terrorist offences and of other serious criminal offences. The authority of the Member State responsible for processing the data is the Danish Immigration Service, Ryesgade 53, DK-2100 Copenhagen Ø, Denmark, e-mail: us@us.dk.

I am aware that I have the right to obtain in any of the Member States notification of the data relating to me recorded in the VIS and of the Member State which transmitted the data, and to request that data relating to me which are inaccurate be corrected and that data relating to me processed unlawfully be deleted. At my express request, the authority examining my application will inform me of the manner in which I may exercise my right to check the personal data concerning me and have them corrected or deleted, including the related remedies according to the national law of the State concerned. The national supervisory authority of that Member State (the Danish Data Protection Agency, Borgergade 28, 5, DK-1300 Copenhagen K, Denmark, e-mail: dt@datatilsynet.dk) will hear claims concerning the protection of personal data.

I declare that to the best of my knowledge all particulars supplied by me are correct and complete. I am aware that any false statements will lead to my application being rejected or to the annulment of a visa already granted and may also render me liable to prosecution under the law of the Member State which deals with the application.

I undertake to leave the territory of the Member States before the expiry of the visa, if granted. I have been informed that possession of a visa is only one of the prerequisites for entry into the European territory of the Member States. The mere fact that a visa has been granted to me does not mean that I will be entitled to compensation if I fail to comply with the relevant provisions of Article 5(1) of Regulation (EC) No 562/2006 (Schengen Borders Code) and I am therefore refused entry. The prerequisites for entry will be checked again on entry into the European territory of the Member States.

Мені відома наступна інформація і я з нею погоджуюсь: дані, які потрібно вказати в цій заяві, надання фотографії, і, у разі необхідності, моїх відбитків пальців є обов'язковими для розгляду заяви на отримання візи; мої персональні дані та дані, вказані у заяві на отримання візи, а також мої відбитки пальців та фотографія будуть передані до компетентних органів країн-учасниць Шенгенської угоди та розглядатимуться цими органами під час прийняття рішення щодо видачі візи.

Ця інформація, а також рішення щодо заяви на отримання візи, анулювання, відкликання або подовження виданої візи зберігатиметься у системі VIS¹ протягом п'яти років та буде доступною для компетентних органів, що здійснюють візовий контроль на зовнішніх кордонах та на території країн-учасниць Шенгенської угоди; для міграційних служб, установ, що розглядають надання політичного притулку країн-учасниць Шенгенської угоди з метою перевірки виконання вимог в'їзду,

законного перебування та проживання на території країн-учасниць Шенгенської угоди; з метою встановлення особи громадян, які не дотримуються або перестали виконувати ці вимоги; з метою вивчення заяви на отримання політичного притулку та встановлення ступенів відповідальності за це. У певних випадках, також зможуть перевіряти ці дані компетентні органи країн-учасниць Шенгенської угоди та Європол з метою уникнення, розкриття або розслідування терористичних або інших тяжких злочинів. Данська іміграційна служба є уповноваженою установою для розгляду заяви на отримання візи: Руйсгаде 53, ДК – 2100, Копенгаген О, Данія, e-mail: us@us.dk.

Мені відомо, що я маю право отримати від будь-якої країни-учасниці Шенгенської угоди мої персональні дані, які фігурують у системі VIS та яка країна їх внесла, а також вимагати виправити ту інформацію, яка є неточною та видалити ті дані, які були отримані нелегально. Якщо я подаю відкрите клопотання, установа, що обробляє мою заяву, має поінформувати мене, яким чином я можу перевірити мої персональні дані, та яким чином можна їх виправити або знищити, та як це зробити відповідно до внутрішнього законодавства країни-учасниці Шенгенської угоди, до якої я звернувся. Національна установа, що здійснює контроль (Данська агенція із захисту персональних даних, Боргергаде 28, 5, ДК-1300 Копенгаген К, Данія, e-mail: dt@datatilsynet.dk) вивчає всі клопотання, пов'язані із захистом персональних даних.

Я заявляю, що надав правдиві дані у повному обсязі. Мені відомо, що будь-яка неправдива інформація може стати приводом для відмови у видачі візи, в анулюванні виданої візи та дозволяє розпочати судову справу проти мене, відповідно до законодавства країни-учасниці Шенгенської угоди, яка розглядає мою заяву на отримання візи.

Я зобов'язуюсь покинути територію країн-учасниць Шенгенської угоди до закінчення строку дії виданої візи. Мене поінформували, що віза - це одна з вимог для в'їзду на територію країн-учасниць Шенгенської угоди. Факт отримання візи не означає, що я маю право на повернення грошей, якщо я порушив положення статті 5, пункту 1 Регламенту ЄС № 562/2006 (Шенгенський прикордонний кодекс), унаслідок чого мені заборонили в'їзд до країни призначення. Виконання вимог в'їзду перевірятиметься при в'їзді на територію країн-учасниць Шенгенської угоди.

Place and date / Місце і дата	Signature (for minors, signature of parental authority/legal guardian): Підпис (замість неповнолітньої дитини підписує один з батьків або опікунів)
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(1) In so far as the VIS is operational / З моменту підключення системи VIS

Exercise 2. Analyze the Russian translation (lexical and grammatical peculiarities) of the Application Form for Chinese visa. Translate the application form into Ukrainian. Fill it in (in Chinese).

Форма V.2011A
中华人民共和国签证申请表
Визовая анкета Китайской Народной Республики
<p>申请人必须如实、完整地填写本表格。请逐项在空白处用中文或俄文大写字母打印填写，或在□打×选择。如有更多需要声明事项，请附 另纸说明。Заявитель должен достоверно и полностью заполнить анкету. Пожалуйста, напишите или напечатайте Ваши ответы на китайском языке или на русском языке печатными буквами в каждой колонке или отметьте знаком×в соответствующей графе. Если у вас есть дополнительная информация, о которой Вы хотели бы заявить, пожалуйста напечатайте на отдельном листе.</p> <p>如申请到中国工作、留学，或与护照偕行人同行，或不在国籍国申请签证，你还需填写签证申请表附表(Form V.2011B)。Если Вы заявляете на рабочую, учебную визы или с вами в одном паспорте совместно следует кто-либо, или если Вы подаете документы на визу в стране или</p>

территории не вашего настоящего гражданства, Вы должны заполнить Дополнительную Визовую Анкету (Форма V.2011B).

一、个人信息 **Раздел 1: Личные сведения**

1.1. 英文姓名 Ф.И.О. латиницей (как в паспорте)	姓 Фамилия: 名 Имя:	1.2. 性别 Пол	<input type="checkbox"/> 男 Муж. <input type="checkbox"/> 女 Жен	照片 / Фото 请将1张近期正面免冠、浅色背景的彩色护照照片粘贴于此。 Наклейте, пожалуйста, 1 цветную фотографию размером 3x4мм, без головного убора и на светлом фоне.
1.3. 中文姓名 (如有, 请用汉字) Ф.И.О. на китайском языке (если применимо)				
1.4. 别名或曾用名 Другое имя или прежнее имя (если применимо)				
1.5. 用本国语言书写的名字 Ф.И.О. на гос. языке				
1.6. 现有国籍 Нынешнее гражданство		1.7. 曾有国籍 Прежнее гражданство		
1.8. 同时具有的国籍 Другое гражданство (если есть)		1.9. 出生日期 Дата рождения (год-месяц-число)		
1.10. 出生地点(国、省/市) Место рождения (страна, город, область)		1.11. 当地身份证号码 Номер удостоверения личности		
1.12. 婚姻状况 Семейное положение	<input type="checkbox"/> 已婚 Состою в браке <input type="checkbox"/> 未婚 Не состою в браке <input type="checkbox"/> 离婚 В разводе	<input type="checkbox"/> 丧偶 Вдова/вдовец <input type="checkbox"/> 其他 (请说明) Прочее (опишите подробно):		
1.13. 当前职业 (可选多项) Профессиональная деятельность в настоящее время (можно выбрать несколько пунктов)	<input type="checkbox"/> 商人 Бизнесмен <input type="checkbox"/> 公司职员 Сотрудник компании <input type="checkbox"/> 教师 Педагог <input type="checkbox"/> 学生 Учащийся <input type="checkbox"/> 家庭主妇 Домохозяйка <input type="checkbox"/> 无业 Без работы <input type="checkbox"/> 国会议员 Депутат парламента	<input type="checkbox"/> 政府官员 Официальное лицо <input type="checkbox"/> 新闻从业人员 Работник СМИ <input type="checkbox"/> 宗教人士 Священнослужитель <input type="checkbox"/> 现役军人 Действующий военнослужащий <input type="checkbox"/> 退休 Пенсионер <input type="checkbox"/> 乘务人员 Экипаж на транспорте <input type="checkbox"/> 其他(请说明) Прочее (Опишите подробно):		
1.14. 护照种类 Категория паспорта	<input type="checkbox"/> 外交 Дипломатический <input type="checkbox"/> 公务、官员 Служебный	<input type="checkbox"/> 普通 Общегражданский <input type="checkbox"/> 其他证件 (请说明) Прочее (Опишите подробно):		
1.15. 护照号码 Номер паспорта		1.16. 签发日期 Дата выдачи (год-месяц-число)		
1.17. 签发地点(省/市及国家) Место выдачи(страна, город, область)		1.18. 失效日期 Срок действия (год-месяц-число)		
1.19 办理签证通常需要5个自然日。如需加急, 请注明, 但须另外缴费。Обычная виза оформляется 5 календарных дней. За срочность взимается дополнительная плата.		<input type="checkbox"/> 普通 (5天) Обычная виза 5 дней <input type="checkbox"/> 加急 (3天) Срочная виза 3 дня		

二、赴华旅行信息 **Раздел 2: Сведения о поездке**

2.1. 赴中国主要事由 (可选多项) Основная цель визита в Китай	<input type="checkbox"/> 旅游 Туризм <input type="checkbox"/> 探亲 Посещение родственников <input type="checkbox"/> 访友 Посещение друзей <input type="checkbox"/> 商务 Деловая поездка <input type="checkbox"/> 会议 Собрание <input type="checkbox"/> 过境 Транзит <input type="checkbox"/> 任职就业 Работа <input type="checkbox"/> 记者常驻 Аккредитованный журналист	<input type="checkbox"/> 记者临时采访 Корреспондент <input type="checkbox"/> 常驻外交、领事官员 Аккредитованный дипломат, консульский работник <input type="checkbox"/> 商业演出 Коммерческие гастроли <input type="checkbox"/> 执行乘务 Экипаж на транспорте <input type="checkbox"/> 留学 Учеба <input type="checkbox"/> 官方访问 Официальный визит <input type="checkbox"/> 其他 (请说明) Прочее (Опишите подробно):
2.2. 计划入境次数 Количество планируемых визитов	<input type="checkbox"/> 一次入境 (自申请日起3个月内有效) Однократный въезд в течение 3 месяцев <input type="checkbox"/> 二次入境 (自申请日起3-6个月内有效) Двукратный въезд в течение 3-6 месяцев <input type="checkbox"/> 半年多次入境 (自申请日起半年内有效) Многократный въезд в течение 6 месяцев <input type="checkbox"/> 一年多次入境 (自申请日起一年内有效) Многократный въезд в течение 12 месяцев <input type="checkbox"/> 其他 (请说明) Прочее (Опишите подробно):	
2.3. 首次行程抵达中国的日期 Дата первого возможного прибытия в Китай (год-месяц-число)		
2.4. 预计行程中单次在华停留的最长天数 Максимальный срок пребывания во время планируемой поездки в Китай	Дней	
2.5. 在中国逗留期间的住址及电话 (按时间顺序) Адрес и номер телефона во время пребывания в Китае (по дате)	详细邮政地址 Подробный почтовый адрес 1. 2. 3. 4. 5.	电话 Номер телефона
2.6. 谁将承担往返中国及在中国的费用? Кто несет ответственность за Ваши расходы во время пребывания в Китае?	<input type="checkbox"/> 你本人 Сам/сама <input type="checkbox"/> 邀请单位或个人 Приглашающая сторона <input type="checkbox"/> 父母或法定监护人 Родители или законный опекун <input type="checkbox"/> 其他 (请说明) Прочее (Опишите подробно):	
2.7. 在华期间有无医疗保险?如有, 请填写保险公司名称及保险账号。Имеется ли у Вас медицинская страховка в Китае? Если «Да», напишите пожалуйста название медицинской страховой компании и Ваш аккаунт.		
2.8. 在华邀请、联系的单位名称、地址及电话 Ф.И.О., адрес и номер телефона приглашающей стороны или контактного лица в Китае.	
2.9 在华亲友、联系人的姓名、地址、电话 Ф.И.О., адрес и номер телефона Вашего родственника, друга или контактного лица в Китае.	

三、家庭、工作或学习信息 Раздел 3: Сведения о семье, работе или учебе

3.1. 详细家庭邮政住址 Подробный домашний почтовый адрес:				
3.2. 家庭电话 Домашний телефон		3.3. 手机号码 Мобильный телефон		
3.4. 电子信箱 Электронный адрес:.....				
3.5. 工作单位 或学校 Место работы или учебы	名称 Название			
	邮政地址 Адрес			
	电话 Телефон			
3.6 主要家庭 成员 Основные члены семьи	姓名 Ф.И.О.	国籍 Гражданство	职业 Профессия	关系 Отношение к Вам
3.7. 紧急情况下的联系人 Контактное лицо в экстренных случаях.		3.8 电话号码 Номер телефона контактного лица		

四、其他情况 Раздел 4: Прочие сведения

4.1 是否曾经访问过中国？如果是，请说明最近一次情况。Были ли Вы раньше с визитом в Китае? Если «Да», опишите пожалуйста дату, места и цель визита.....		
4.2 在过去的12个月里是否访问过其他国家或地区。如果是，请说明。Посещали ли Вы другие страны или территории за последние 12 месяцев? Если «Да», напишите дату, название страны и цель визита.		
4.3. 是否曾在中国超过签证或居留许可允许的期限停留？ Был ли у Вас когда-либо просрочен срок пребывания в визе?	<input type="checkbox"/> 是 Да	<input type="checkbox"/> 否 Нет
4.4. 是否曾经被拒绝颁发中国签证,或被拒绝进入中国？ Отказывали ли Вам когда-либо в визе или въезде в Китай?	<input type="checkbox"/> 是 Да	<input type="checkbox"/> 否 Нет
4.5. 是否在中国或其他国家有违法记录？ Имеются ли у Вас записи о нарушениях закона в Китае или других странах?	<input type="checkbox"/> 是 Да	<input type="checkbox"/> 否 Нет
4.6 是否患有以下任一种疾病 Имеются ли у Вас нижеприведенные болезни? ① 严重精神疾病 Тяжелые психические расстройства ② 传染性肺结核病 Инфекционный туберкулез легких ③ 可能对公共卫生造成危害的其他传染病 Прочие инфекционные заболевания опасные для общественного здоровья	<input type="checkbox"/> 是 Да	<input type="checkbox"/> 否 Нет
4.7. 近30日内是否前往过流行性疾病传染的国家或地区？ Посещали ли Вы страны зараженные инфекционными заболеваниями за последние 30 дней?	<input type="checkbox"/> 是 Да	<input type="checkbox"/> 否 Нет
4.8 如果对4.3到4.7的任何一个问题选择“是”，请在下面详细说明。Если вы ответили «Да» на один из пунктов 4.3 – 4.7, пожалуйста приведите подробную информацию ниже.....		

五、有关声明 Раздел 5: Прочие сведения

5.1.如计划赴中国工作、留学，或使用的护照上有一同旅行的携行人，或是在非国籍国申请签证，请填写签证申请表附表(Form V.2011B)，与本表一同递交。Если Вы заявляете на рабочую, учебную визы или с вами в одном паспорте совместно следует кто-либо, или если Вы подаете документы на визу в стране или территории не вашего настоящего гражданства, пожалуйста, заполните Дополнительную Визовую Анкету (форма V.2011B) и приложите к этой анкете.

5.2.如果有本表未涉及而需专门陈述的其他与签证申请相关的事项，请在此说明。Если у Вас есть еще какие-либо сведения по поводу оформления визы, пожалуйста напишите подробно ниже.

.....

.....

.....

六、签名 Раздел 6: Подпись

6.1.我已阅读并理解此表所有内容要求，并对照片及填报情况的真实性和准确性负责。Я прочел/прочла и понял/поняла все вопросы в данной анкете. Я полностью буду нести ответственность за ответы и фотографию, которые являются достоверными и настоящими.

6.2.我理解，能否获得签证、获得何种签证、入境次数以及有效期、停留期等将由领事官员决定，任何不实、误导或填写不完整均可能导致签证申请被拒绝或被拒绝进入中国。Я понимаю, что категория, количество въездов, срок действия и срок пребывания визы определяется консульским сотрудником, и любая недостоверная информация, ошибки и неполные сведения в анкете могут повлечь за собой отказ в визе или въезде в Китай.

申请人签名 日期
Подпись заявителя:..... Дата (год-месяц-число):.....

注：未满18 周岁的未成年人可由父母或监护人代签。Примечание: Родители или опекун могут подписывать за несовершеннолетнего ребенка.

七、他人代填申请表时填写以下内容 Раздел 7 : Если анкета заполняется другим лицом вместо заявителя, пожалуйста заполните следующие пункты:

7.1. 代填申请表人的姓名 Ф.И.О. заполнившего данную анкету		7.2.与申请人关系 Отношение к заявителю	
7.3. 地址 Адрес		7.4.电话 Номер телефона	
7.5.所持身份证件种类 Тип документа, удостоверяющего личность		7.6.证件号码 Номер документа	
7.7.声明 Заявление 我声明本人是根据申请人要求而协助填表，并证明申请人理解并确认表中所填写内容准确无误。Я заявляю, что анкета была заполнена мной по просьбе заявителя и заявитель понимает и подтверждает достоверность представленной информации в данной анкете. 代填人签名/ Подпись:..... 日期/Дата (год-месяц-число):.....			

以下仅供领事官员填写 Только для консульских сотрудников

签证种类		有效期		停留期	
审核人		日期		备注	

Exercise 3. Translate the application form into Ukrainian. Fill in the application for employment. Mind its lexical and grammatical peculiarities.

Application for Employment

Position applied for	Job Number
Where did you see this position advertised/source of information? If you have come through a recruitment agency - please state which agency?	Salary Sought? Please state your current remuneration (basic salary, allowances, bonus and other benefits)
Surname	First Name
Address	Do you require a UK Work Permit? Yes/No * Please see note below If yes, do you possess a valid UK Work Permit? Yes/No Please give details Are you a Working Holidaymaker? Yes/No Please specify the dates that you have worked in the UK.
Telephone Home _____ Mobile _____ **Business _____ Email _____ ** for urgent and confidential calls	If applicable to position applied for, please could you confirm whether you possess a full UK Driving Licence. Yes/No If licence endorsed, please give details
<p>Previous Employment</p> <p>Have you been employed by Chevron or any former or current affiliate? Yes/No If yes, please give details of dates and in what capacity.</p> <p>Have you applied previously to Chevron? Yes/No If yes, please give details of dates and in what capacity.</p> <p>Do you require a UK Work Permit? Yes/No * Please see note below If yes, do you possess a valid UK Work Permit? Yes/No Please give details</p> <p>Are you a Working Holidaymaker? Yes/No Please specify the dates that you have worked in the UK. If applicable to position applied for, please could you confirm whether you possess a full UK Driving Licence. Yes/No</p>	

If licence endorsed, please give details	
Date of Availability	
Please advise the period of notice you are required to give your present employer.	
Please give below the names and addresses of two people to whom we may apply for information about your work. At least one should be your immediate manager in your current, or most recently held, position. No approach will be made to your current employer until we have your verbal permission to do so. Please note, if you are leaving full time education, please give details of an individual we can approach for an academic reference.	
1. Name	2. Name
Position	Position
Address	Address
Email	Email:

Please attach a copy of your current CV/Résumé

Please give details of any previous criminal convictions or pending court appearances relating to a criminal act. (You are not required to divulge details of “spent” convictions as defined by the Rehabilitation of Offenders Act 1974).

The information I have provided on this form is correct to the best of my knowledge. I understand that if I provide false information or withhold relevant information, my application is liable to be rejected or, if I am appointed my contract of employment will be liable to termination.

Signed _____ Date _____

Note: If you are invited to attend an interview, please bring with you: i) Your original degree and higher education certificates (if applicable), ii) Documentary evidence of your entitlement to work in the UK. This could include a birth certificate issued in the UK or Republic of Ireland; a passport describing the holder as a Britain citizen; a EU passport, or a letter issued by the Home Office confirming the right to work

Exercise 4. *Write two application letters: solicited and unsolicited in English (Chinese). Make a kind of advertisement of your personality. Try to interest your would-be employer.*

Exercise 5. *Write a résumé in English (Chinese) in order to make a good impression. Try to make it brief but rich in contents so that it could market your skills and experience and prevent you from achieving circular status (біз по колу).*

Theme VI. Reference and Recommendation Letters

Exercise 1. *Translate the reference from Ukrainian into English (Chinese). Mind the lexical and grammatical peculiarities. Use the vocabulary notes if necessary.*

Характеристика

студента IV курсу Одеського
автомобільно-дорожнього
коледжу Одеського національного
політехнічного університету
Траблака Іллі Андрійовича, 1990 р. н.

Траблак Ілля Андрійович навчався в коледжі з 01.09.06 по 01.07.09 р. за спеціальністю «Організація перевезень і управління на автомобільному транспорті».

За час навчання показав себе як дуже дисциплінований та здібний студент. Навчався тільки на оцінки «відмінно». Загальноосвітній рівень високий. Пам'ять добра. За характером спокійний, урівноважений, витриманий, увічливий, духовно розвинений.

Проявляє ініціативу щодо громадських доручень. Брав активну участь у всіх позакласних заходах групи та виховних заходах коледжу. До доручень ставився відповідально. З дорослими поводився поважно. У спілкуванні відкритий, порядний, товариський.

У колективі – самостійний, на зауваження реагує адекватно. Мав товаришів у групі, до справи групи не байдужий. Відношення до товаришів добре. Завжди готовий надати їм допомогу. Реакція на критику товаришів і старших адекватна. Знаходить спільну мову з мамою, завжди з повагою ставиться до неї.

Фізично розвинутий, має трудові навички, працелюбний, самостійний.
Правопорушень не здійснював.

Директор коледжу:	<підпис>	С. В. Мироненко
Заступник директора з ВР:	<підпис>	І. Б. Грушицька
Класний керівник	<підпис>	О. О. Катана

Exercise 2. Write a recommendation letter for your colleague who is applying for a position of a translator (majoring in English, minoring in Chinese) at a translation bureau.

Theme VII. Business letters

Exercise 1. Translate the letter of claim from Ukrainian into English (Chinese):

Лист-претензія

Шановні _____,

Дякуємо Вам за надіслану першу партію замовлених нами різдвяних подарунків для дітей, що постраждали від чорнобильського лиха. Однак, на жаль, ми не можемо висловити свого захоплення, оскільки їх зовнішнє оформлення (і особливо упаковка) могли бути значно кращими.

Змушені звернути Вашу увагу на незадовільну якість коробок – вони занадто великі, незграбні, оформлені у непривабливих тонах, виготовлені з низькоякісного картону і зовсім не виглядають як святковий дитячий подарунок.

Отже, просимо Вас замінити упаковки і надалі чіткіше дотримуватись усіх пунктів нашої угоди та виконувати замовлення на належному рівні.

З повагою _____

(підпис)

Exercise 2. Translate the letter of request from Ukrainian into English (Chinese):

ЛИСТ-ПРОХАННЯ

20.11.2009 11:42

Назва організації АО "Кольмекс"

установи, підприємства м. Варшава

(автора листа)

Поштова і телеграфна адреса,

номер телефону,

телексу, факсу 03.10.91 № 50-279/56

Про запит пропозиції на запасні частини

Шановні панове!

Просимо Вас надіслати на нашу адресу пропозицію у трьох примірниках щодо постачання запасних частин згідно зі специфікацією, що додається.

У пропозиції просимо зазначити повну назву, тип, технічні характеристики, матеріал (де це необхідно), ціну і масу для кожної позиції специфікації, а також можливі терміни і загальний обсяг постачання у кубічних метрах.

Просимо також зазначити окремо вартість упакування і транспортування. Просимо, за можливості, повідомити точнішу дату надсилання Вашої пропозиції на нашу адресу.

У випадку, якщо Ви з певних причин не зможете розробити пропозицію, ми будемо вдячні за Ваше повідомлення про це в мінімальний термін зворотною поштою.

У відповіді просимо посилатися на наш номер.

Дякуємо заздалегідь.

Додаток: Згадане на 4 листах. I

З пошаною (підпис) Розшифрування підпису

Exercise 3. Compose 3 letters of any type you prefer in English (Chinese). Look for advertisements in local newspapers, TV or radio commercial as a source of information about attractive goods or services. (See vocabulary notes for help.)

Theme VIII. Agreements

Exercise 1. *Translate the extract from eSellerate Distribution Agreement into Ukrainian. Pay attention to its requisites. What are they? Give the Ukrainian equivalents to the words and word combinations. Can you find any synonyms among them? Try to explain them in your own words in English.*

Recitals –

via the online transaction service –

computer software –

to facilitate purchases –

to warrant –

related to –

to violate knowingly –

terms and conditions –

a non-transferable, revocable, worldwide right to ... –

for the sole purpose of ... –

to pay all taxes, duties, levies, or other charges –

credit card charge-back transactions –

pursuant to the terms of this Agreement

to collect and remit all applicable sales taxes and applicable value added taxes

(VAT)-

business nexus-

to reserve the right to ... -

at its (the) sole discretion –

to cover any expenses –

to implement additional fees –

without prior approval –

to defend, indemnify, and hold harmless the other party –

the actual or alleged infringement of any third party proprietary right -

expressly granted-

tort-

negligence and any other legal or equitable theory -
infringement and allegations of infringement –
to constitute the confidential property of... -
to disclose any Confidential Information-
to receive without restriction –
to be lawfully empowered –
to be unreasonably withheld –
The Effective Date –
the expiration of the Initial Term or any Renewal Term –
to affect the rights of... -
aggregate sales –
to disclaim –
to meet requirements –
exclusive remedy for any failure-
to authorize refunds and returns –
to impose or waive any and all restocking fees
by virtue of –
to notify smb. of smth. –
associated exhibits or attachments –
to supersede an agreement –
to reduce to writing –
to enforce a right –
to remain in full force and effect –
beyond the Party's reasonable control –
labor unrest –
addendum (pl. addenda) –
on behalf of a party –
to have the authority to bind the party –

Exercise 2. Translate the Power of Attorney into Ukrainian observing the frame structure and terms of the source text.

GENERAL POWER OF ATTORNEY

I, [YOUR FULL LEGAL NAME], residing at [YOUR FULL ADDRESS], hereby appoint _____ of _____, _____, as my Attorney-in-Fact ("Agent").

If my Agent is unable to serve for any reason, I designate _____ of _____ as my successor Agent.

I hereby revoke any and all general powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions.
 - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
 - c. Have access to any safe deposit box that I might own, including its contents.
2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
3. Purchase and/or maintain insurance, including life insurance upon my life or the life of any other appropriate person.
4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
5. Enter into binding contracts on my behalf.

6. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, or other investments.

7. Maintain and/or operate any business that I may own.

8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and negotiate, compromise, or settle any matter with such government or agency (including tax matters).

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including military and social security benefits).

11. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving. However, my Agent may not make gifts of my property to the Agent. I appoint

_____, of _____,

_____, _____, _____, as my substitute Agent for the sole purpose of making gifts of my property to my Agent, as appropriate.

12. Transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

13. Disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, and (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the

failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated _____, 2000 at _____,
_____.

[YOUR SIGNATURE] _____

[YOUR FULL LEGAL NAME]

[WITNESS' SIGNATURE] _____

[WITNESS' FULL LEGAL NAME]

[WITNESS' SIGNATURE] _____

[WITNESS' FULL LEGAL NAME]

STATE OF _____

COUNTY OF _____

In _____, on the _____ day of _____, 20 __, before me, a Notary Public in and for the above state and county, personally appeared known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

Exercise 3. Translate «Довіреність» into English (Chinese) observing the frame structure and terms of the source text.

Генеральна довіреність

Довіреність

Місто _____, _____ дві тисячі четвертого року.

Я, гр. _____ (паспорт серії _ N _____,

виданий _____ РВ ЛМУ УМВС України у _____ області _____

_____ 19_ року), проживаю в місті _____ по вул. _____

_____, буд. _____, кв. _____, доручаю гр. _____

_____, який проживає в місті _____ по вул. _____,

буд. _____, кв. _____, вчиняти від мого імені дії щодо належного мені на

підставі Свідоцтва про реєстрацію ТЗ серії ІНС N _____, виданого ОРЕВ

ДАІ УМВСУ у _____ області _____ 19_ року, автомобіля

марки _____, 19_ року випуску, колір _____, двигун N _____, кузов N _____

_____, реєстраційний N _____, який перебуває на обліку в ОРЕВ ДАІ УМВС

України у _____ області з _____ 19_ року.

Для цього надаю йому право:

- представляти мої інтереси в органах нотаріату, комісійних магазинах, органах Державтоінспекції, органах страхування, комісіях або в будь-яких інших підприємствах, установах та організаціях незалежно від їх підпорядкування і форм власності з усіх без винятку питань, пов'язаних з експлуатацією, наданням в користування та відчуженням автомобіля, його переобладнанням (зміна типу і моделі автомобіля, кольору, заміна у встановленому порядку двигуна, кузова, інших деталей), ремонтом, проходженням державного технічного огляду;
- визначати на власний розсуд місце стоянки автомобіля;
- за необхідності зняти автомобіль з обліку, одержати транзитні номери;
- подавати та одержувати необхідні довідки та документи, включаючи

заяви, дублікат реєстраційного документа у разі його втрати;

- укладати від мого імені договори щодо розпорядження та користування автомобілем, визначаючи на власний розсуд ціну та інші їх умови, одержувати належні мені грошові суми за цими договорами, укладати договори обов'язкового страхування цивільної відповідальності, укладати, якщо в тому буде необхідність, від мого імені договори про відшкодування завданої шкоди, одержувати за такими правочинами грошові суми у розмірах згідно з калькуляціями, актами, експертними висновками тощо;
- чинити також усі інші юридично значимі дії, пов'язані з цією довіреністю.

Довіреність видана з правом передоручення строком на три роки і дійсна до _____ дві тисячі сьомого року.

Зміст ст. ст. 237, 240, 248, 249, частин 2, 3 ст. 250 Цивільного кодексу України, ст. 8 Закону України "Про податок з доходів фізичних осіб", пунктів 20 та 55 Правил державної реєстрації та обліку автомобілів, автобусів, а також самохідних машин, сконструйованих на шасі автомобілів, мотоциклів усіх типів, марок і моделей, причепів, напівпричепів та мотоколясок, затверджених постановою Кабінету Міністрів України від 7 вересня 1998 р. N 1388, якими передбачається необхідність переоформлення довіреності у разі одержання дубліката реєстраційного документа та порядок заміни реєстраційного документа, виданого на ім'я довіреної особи, на свідоцтво про реєстрацію ТЗ на ім'я повіреного у разі його виїзду за кордон, мені нотаріусом роз'яснено.

Підпис: _____

Місто _____, _____ дві тисячі четвертого року.

Ця довіреність посвідчена мною, _____,
приватним нотаріусом _____ міського нотаріального округу.

Довіреність підписана гр. _____ у моїй присутності.

Особу його встановлено, дієздатність перевірено.

Зареєстровано в реєстрі за N _____

Стягнуто плату _____

Приватний нотаріус _____

Labour Agreements

Exercise 1. Translate MANNING AGREEMENT from English into Ukrainian. Give Ukrainian equivalents to the words and word combinations given below:

Manning Agreement

Recruiting of merchant marine officers and ratings

mutual consent

to engage the services of a legal counsel

To closely coordinate

payment of social benefits

the scale of remuneration

to bear fees and expenses

to be subject to revisions

demotion

statutory benefits

the currency of this contract

to pay a severance pay

lay-up of the vessel

the arrangement for dispatch

to be without prejudice to any rights

Exercise 2. Give synonymic expressions to the following ones:

in consideration of

in compliance with

to handle a case

To maintain constant liaison with

To update smb. on smth.

To pertain to

to furnish smb. with smth.

sundry expenses

Working Gears and Subsistence

marine casualty

perils of the sea

itinerary

fund remittance

to meet estimated budgeted disbursements

by the exercise of due diligence

Default in the performance of any obligation

To become insolvent

controversy

drug & alcohol pre-joining

Exercise 3. Designate names of clauses these words and word combinations (see ex. 1. and 2. of Theme 11) pertain to. Reproduce sentences containing them.

Exercise 4. Translate MEMORANDUM OF UNDERSTANDING (T.R.Yeditepe University) into Ukrainian.. Define differences in the names of the clauses, lexicon and grammar structures represented in MANNING AGREEMENT AND MEMORANDUM OF UNDERSTANDING. Are there similarities? What are they?

T.R. YEDITEPE UNIVERSITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

.....**AND YEDITEPE UNIVERSITY**

(Istanbul, Turkey), believing that the process of university education can be enriched and international understanding strengthened, and wishing to establish relations between the two institutions, hereby agree to cooperate with each other in areas of common interest as follows:

1. The participating institutions shall endeavor to promote collaboration through a broad range of activities such as:
 - a) Graduate and undergraduate student exchanges;
 - b) Student admission procedures and conditions;
 - c) Acceptance of the approved coursework and credits;
 - d) Summer Program;
 - e) Exchanges of faculty for short-term and, as funding and other circumstances permit, long-term visits;
 - f) Housing/accommodations;
 - g) Health insurance;
 - h) Research collaboration/collaborative projects.
2. The terms of cooperation for each specific activity implemented under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties in a separate agreement, prior to the initiation of that activity. Any such implementation agreements will form appendices to this memorandum of Understanding.
3. Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon. The designated liaison officers for this Memorandum of Understanding are:
Professor Dr.Fahir Borak Provost and Vice President for and Academic Affairs
Yeditepe University (Istanbul, Turkey)
Notification of any change in liaison officers may be made by letter without amending the Memorandum of Understanding.
4. Financial and/or funding considerations shall become the subject of specific discussion and agreement within the framework of a separate implementation agreement. No financial commitment whatsoever, on the part of either signatory to this general document, is intended or implied.
5. The Memorandum of Understanding shall remain in force for a period of three years from the date of the last signature, with the understanding that it may be terminated by the appropriate authorities of either party giving twelve months notice to the other party in writing, unless an earlier termination date is mutually agreed upon. The Memorandum of Understanding may be amended or extended by mutual written consent of the two parties.
6. The Memorandum of Understanding as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of those institutions involved and to suggest guidelines for cooperation.

Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other.

In witness whereof, the parties hereto have offered their signatures:

Date

Prof. Dr. Ahmet Serpil President
Yeditepe University Kayisdagi, Istanbul Turkey

Date

Date

Date

Yeditepe Universitesi 26 Agustos Yerleşimi,
Kayisdagi Caddesi, 81120 Kayijdagi, ISTANBUL
Tel.(0090-216) 578-0000, (0216) 578-0205, (0216) 578-0226; Fax: (0216) 578 02 49

STUDENT EXCHANGE AGREEMENT

Between

The Yeditepe University

And

In the interests of expanding educational opportunities and furthering of international understanding, The Yeditepe University and _____ agree to facilitate the educational exchange of students.

1) Duration of Exchanges

Each institution agrees to exchange individual students for a semester or an academic year, ideally on a one-for- one basis.

2) Number of students to be exchanged

The number of qualified students to be exchanged will be by mutual agreement between the two institutions. Students will be accepted by each host institution by _____

3) Student program Fees/ Benefits at Host Institution

Each student will pay his or her regular tuition and fees to the home institution and will receive these benefits from the host institution. The host institution agrees to place the exchange student in its residence halls during the normal semester or term period.

All travel costs will be the responsibility of the individual students. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each student participant.

4) Insurance

Each participant will provide his or her own health and accident insurance. Proof of adequate insurance coverage must be provided to the international office of each institution.

5) Dependents

The obligations of each institution under this agreement are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

6) Student Eligibility

It is understood that both institutions will strive to designate only well-qualified individuals for participation in the program and that academic backgrounds as well as letters of recommendation will be provided to the host institution. Students must meet language proficiency requirements as established by the host institution.

7) Balancing the Exchanges

Parity in numbers of exchange students is the objective of the agreement. However, each party should be prepared to consider a disparity in any given

semester or year during the period of the agreement. Any and all imbalances shall be resolved by the end of the period of agreement.

8) Academic Status of Students

All students will remain enrolled as regular degree candidates at the home institution **and** will not be enrolled as candidates for degrees at the host institution. Credits toward the student's degree are to be awarded by the home institution. Students are expected to maintain the equivalent of a full course load at the host institution. Students enrolled in the host institution will be subject to the same rules and regulations as local students.

9) Exchange Coordinator

Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including the counseling to assist exchange participants.

10) Effective Date and Termination of Agreement

This agreement shall be in effect from _____ to _____. At the annual anniversary of the agreement, each institution will submit a brief report indicating any imbalances in student numbers and / or other issues or problems. This agreement may be extended by mutual consent, in writing, of both institutions for a period beyond its original date of expiry. Either party may terminate this agreement at any time by serving written notice to the other party. Such termination will take effect six months from the date of that written notice.

11) Agreement

FOR THE UNIVERSITY OF

**FOR THE UNIVERSITY OF
YEDITEPE**

Signature

Signature

Name

Name

Title

Title

Date

Date

Exercise 5. Translate the abstract from *PROTOCOL OF INTENTIONS* between South Ukrainian National Pedagogical University named after K. D. Ushynsky and Harbin Engineering University from Chinese into Ukrainian. Analyze its text frame, lexical and grammatical peculiarities.

三、用于孔子学院的教学场所、设施和设备

3.1教学场所的使用

3.1.1乌克兰南方师范大学将专门为孔子学院提供位于敖德萨市犹太大街25号的两层独幢建筑作为办学，办公场所，该独幢建筑建筑面积528m²分上下两层，使用面积共计388, 52 m²。

3.1.2该场所及场所内设施在协议有效期内,未经汉办授权不可用于开展和孔子学院无关的活动。在此框架内，双方同意在不影响孔子学院正常运营的前提下，允许部分南方师范大学中国预科生在该场所内修习预科课程。

3.2教学及办公设备

3.2.1乌克兰南方师范大学将保证该场所内所有教室将配套提供教学用具(黑板及课桌，座椅)并提供良好的照明设施，办公室将配备独立的电话线和网络接口。

3.2.2办公及电教设备将由汉办提供的启动经费出资购买。不足部分由乌克兰南方师范大学补充。

3.2.3

在未得到孔院理事会许可的情况下，不得出借“乌克兰南方师范大学孔子学院”的器材与设备。

四、经费筹措及管理

4.1经费来源

4.1.1“乌克兰南方师范大学孔子学院”的办学经费筹措由乌中双方共同负责。其中一次性开办费由双方根据协议共同负担。中方将依照《中国孔子学院总部与乌克兰、乌克兰南方师范大学关于合作设立乌克兰乌克兰南方师范大学孔子学院的协议》第六条第三款提供15万美元的启动经费。

4.1.2

孔子学院总部将依照《中国孔子学院总部与乌克兰、乌克兰南方师范大学关于合

作设立乌克兰乌克兰南方师范大学孔子学院的协议》第六条第三款每年为“乌克兰南方师范大学孔子学院”提供一定数额的项目经费。

4.1.3“乌克兰南方师范大学孔子学院”运行过程中产生的收入及社会捐助需全额划入孔子学院独立账户。

4.1.4孔子学院总部每年为“乌克兰南方师范大学孔子学院”提供一定数额的教材、图书、音像制品等教学资料。

4.1.5经孔子学院总部同意，还可提供海外孔子学院组织的汉语教学和传播中国文化专项活动的经费资助。

4.2经费管理

4.2.1“乌克兰南方师范大学孔子学院”实行年度预算和决算报告制度。年度预算和决算须经“孔子学院”理事会审核批准。

4.2.2“乌克兰南方师范大学孔子学院”运营中由孔子学院总部承担的项目经费，须按照孔子学院总部的要求实行报批制度，并严格实行专款专用。

4.2.3“乌克兰南方师范大学孔子学院”运营中所得收入及社会捐助将首先用作支付（4.3.3）（4.3.4）中的支出。

4.2.4“乌克兰南方师范大学孔子学院”无条件接受总部对学院经费使用情况的监督、检查和审计。

4.3 日常经费支出

4.3.1中方院长和经由孔子学院总部派驻的教师工资、国际旅费、医疗保险等费用将由孔子学院总部支付。乌方院长及乌方员工工资及其他社会福利将由乌克兰南方师范大学支付。

4.3.2乌克兰南方师范大学将负责为中方院长及经由总部授权派往孔子学院的老师提供住房,及该住房涉及的水电煤气、物业等支出。

4.3.3

由“乌克兰南方师范大学孔子学院”自行招纳汉语教师的酬金，由乌克兰南方师范大学孔子学院自行支付。在“乌克兰南方师范大学孔子学院”不具有支付条件的情况下将由乌克兰南方师范大学负责支付。

4.3.4“乌克兰南方师范大学孔子学院”运营中产生的水电、保洁、保安费用，由“乌克兰南方师范大学孔子学院”自行支付。在“乌克兰南方师范大学孔子学院”不具有支付条件的情况下将由乌克兰南方师范大学负责支付。

4.3.5当“乌克兰南方师范大学孔子学院”获得的教学收入及社会捐助总额可独立承担“乌克兰南方师范大学孔子学院”自身运营且具有余额时，将由“乌克兰南方师范大学孔子学院”理事会商议决定余额的处置办法。

Theme IX. Contract

Exercise 1. Find synonyms to the words and word combinations below. Use neutral lexicon.

Scope of the Agreement –
an ancillary part –
upgraded enhancements –
to exercise effective control –
commencement and duration –
to cancel –
to suspend –
to cease –
winding up –
to endeavour –
aggregate –
amalgamation –
unless otherwise –
disclaimers –
to be liable for –
to retain commercial value –
to be doomed –
to verify compliance –

Exercise 2. Translate REUTERS SERVICES CONTRACT into Ukrainian. Give Ukrainian equivalents to the words and word combinations:

schedules and declarations –
relevant official consumer price index –
hardware and Software –
to withhold taxes –
are payable quarterly –

adjustments –
to recover any overdue Charges –
to recover from smb. an amount equal to –
to terminate the Agreement –
to remedy a breach of obligations –
to enter into a composition with (creditors) –
regulatory authority –
to refund the part of the Service Fees –
to constitute a realistic pre-estimate –
physical loss –
willful misconduct –
to the benefit of –
to deliver in person –
to assign a right –
to affect the validity and enforceability –

Exercise 3. Designate names of clauses these words and word combinations (see ex. 1. and 2. of Theme 8) pertain to. Reproduce sentences containing them.

Exercise 4. Compare the English and Russian version of the CONTRACT regarding the sale of dried squid shred. Translate it into Ukrainian and analyze its lexicon and grammar.

CONTRACT No. EX01

Lianyungang, China

September 22, 2010

PRODUCER, Ltd., represented by Mr. CHI NANG hereinafter referred to as the "SELLER" on the one hand, and Romanov and sons Ltd. represented by GM Mr. Nikolai Romanov hereinafter referred to as the "BUYER" on the other hand, have concluded this Contract as follows:

1. Subject of the Contract

1.1. Seller has sold, and Buyer has bought **dried squid shred** is produced in 2010, Chinese origin.

1.2. The nomenclature, grade, date of manufacturing, price per unit and quantity of the delivered goods are defined by Specification on each delivery being integral part of the given contract.

2. Price and Total Cost of Contract

2.1 Price on goods sold under the present contract are specified in US dollars

2.2. Cost of packing is included in the price. The packing delivered together with the goods and is irrevocable.

2.3. The total quantity of the contract is 10,0 MT, 10% more or less at the Seller discretion.

3. Terms of Delivery

3.1. The supplying of the goods will be done in refrigerator container in one shipment by sea.

Supplying conditions will be defined in Specification to this contract.

3.2. The Seller will inform the Buyer in written form about the shipment within 24 hours since the vessel has left the loading port. The information shall include vessel name, shipping date, type of goods, Bill of Lading No., number of packages, gross and net weight.

3.3. In case if terms and(or) condition of delivery are not observed, the Seller must compensate to the Buyer beforehand specified losses at the rate of 0,1% per each of day of delay from cost of ordered goods according to the Specification.

3.4. In case, if shipment delays to **St. Petersburg** is over three months, the BUYER has the right to interrupt action of the present contract without any indemnification for the losses, which the SELLER can carry. The value of coordinated and beforehand of certain losses is not subject to reconsideration by

КОНТРАКТ Номер № EX01

Lianyungang, Китай

22 сентября 2010

PRODUCER, Ltd., в лице Mr. CHI NANG в дальнейшем именуемый как "ПРОДАВЕЦ", с одной стороны, и ООО Романов и сыновья в лице генерального директора Романова Николая Александровича, именуемый как ПОКУПАТЕЛЬ с другой стороны заключил данный контракт о нижеследующем:

1. Предмет Контракта

1.1. ПРОДАВЕЦ продает, ПОКУПАТЕЛЬ покупает **стружку кальмара сушенную**, произведенную в 2010 году, страна происхождения Китай.

1.2. Сорт, вид, дата производства, цена за единицу и количество поставленных товаров в каждой партии должна быть согласована обеими сторонами и указана в Дополнении которое является неотъемлемой частью контракта.

2. Цена и Общая стоимость Контракта

2.1. Цена на товары, проданные по существующему контракту, определена в долларах США.

2.2. Стоимость упаковки включена в цену. Упаковка, поставленная вместе с товарами безвозвратна.

2.3. Общий объем контракта 10.0 MT, с возможным изменением на 10% больше или меньше по усмотрению Продавца.

3. Сроки Поставки

3.1. Поставка товаров будет производиться морским путем и одной партией в рефрижераторном контейнере. Условия поставки указываются в соответствующем дополнении к этому контракту.

3.2. ПРОДАВЕЦ сообщит Покупателю в письменной форме относительно отгрузки в течение 24 часов, после того как судно отплыло из порта погрузки. Информация должна включать название судна, дату отгрузки, тип товаров, коносамент (Bill of lading), количество ящиков, веса нетто и брутто.

3.3. В случае если сроки и (или) условия поставки не соблюдаются, ПРОДАВЕЦ выплачивает компенсацию Покупателю в размере 0,1 % за каждый день задержки от стоимости партии товара согласно Дополнению к данному контракту.

3.4. В случае если поставка в **Санкт-Петербург** задерживается более чем на 2 (два) месяца, ПОКУПАТЕЛЬ имеет право прервать действие существующего контракта без любой компенсации за потери, которые ПРОДАВЕЦ может нести. Величина согласованных и заранее оцененных убытков не

Arbitration. At any cases the SELLER does not carry any responsibility for indirect losses.

In this case the SELLER return back to the BUYER advance payment amount and full compensation amount in accordance with point 3.3 of the present contract.

3.5. In case if shipped goods will be damaged for any reason or part of it will be absent, the BUYER must inform the SELLER about it in writing during 20 (twenty) days from the date of receiving goods by the BUYER. Otherwise the SELLER does not carry the responsibility to the BUYER for such losses.

3.6. In case of revealing the poor-quality or smaller quantity of the goods during of acceptance of the goods the SELLER undertakes to compensate spoilage and shortage during 5 (five) days after granting by the BUYER of the appropriate documents or accordingly to reduce price of the shipped goods.

4. Quality and packing

4.1. The quality of the delivered goods should correspond to the normative documentation on the given grade of the goods. The delivery of each party of the goods should be accompanied by the certificate of quality on given production.

4.2 The quality of supplied goods shall meet the following requirements:

- Sensitive properties

color – **ivory-white** , taste and smell typical for this product.

↯ Moisture must be in interval **24-27%**;

↯ Salt – **7-8%**

↯ Sugar – **2-4%**

↯ Length: **More than 50mm—60mm in quantity of 70%--80% from the total volume;**
Less than 50mm—60mm in quantity of 20%--30% from the total volume;

↯ Diameter: **2mm—3mm in quantity of 70%--80% from the total volume;**
3mm—5mm in quantity of 20%--30% from the total volume;

↯ Admixture - not more than **0.1 %**;

↯ Colon bacillus, goldfish staphylococcus must be absent. All biological parameters should satisfy to International requirements for quality of dried squid.

Such specification could be change (in the mutual

подлежит пересмотру Арбитражем. Ни при каких обстоятельствах ПРОДАВЕЦ не несет ответственности за косвенные убытки. В этом случае ПРОДАВЕЦ возвращает Покупателю сумму произведенной предоплаты, а так же полную сумму штрафных санкций, указанных в п. 3.3. настоящего Контракта.

3.5. В том случае, если при поставке товаров они окажутся поврежденными или выяснится количественная недопоставка, ПОКУПАТЕЛЬ обязан известить об этом ПРОДАВЕЦА письменно в течении 20 (двадцати) дней с даты получения товара ПОКУПАТЕЛЕМ. В противном случае ПРОДАВЕЦ не несет ответственности перед ПОКУПАТЕЛЕМ за такие убытки, понесенные им.

3.6. В случае выявления брака или недостачи при приемке – сдаче товара ПРОДАВЕЦ обязуется компенсировать брак и недостачу в течение 5 (пяти) дней после предоставления ПОКУПАТЕЛЕМ надлежащим образом оформленных документов (акта об установлении расхождения в количестве и качестве товара при приемке) или соответственно уменьшить стоимость поставленного товара.

4. Качество и упаковка

4.1. Качество поставляемого товара должно соответствовать нормативной документации на данный сорт товара. Поставка каждой партии товара должна сопровождаться сертификатом качества на данную продукцию.

4.2. Качество поставляемого товара должно отвечать следующим требованиям:

- Органолептические свойства

цвет – **«слоновая кость»**, вкус и запах – характерный, без посторонних примесей.

- Влажность должна быть в интервале **24-27%**.

- Соль **7-8%** .

- Сахар **2-4%**

- Длина: **Более чем 50мм—60мм в количестве 70%--80% от общего объема;**
Менее чем 50мм—60мм в количестве 20%--30% от общего объема;

- Диаметр: **2мм—3мм в количестве 70%--80% от общего объема;**
3мм—5мм в количестве 20%--30% от общего объема;

- Примеси не более **0.1 %**.

- Кишечная палочка, золотистый стафилококк отсутствуют. Все биологические параметры должны удовлетворять международным требованиям к качеству сушеного кальмара.

Данная спецификация по взаимному согласию сторон

<p>consent of the parties) after signings of the contract.</p> <p>4.3. The delivery – acceptance of the goods will be made during transfer of the goods in St. Petersburg.</p> <p>4.4. The goods are handed over and accepted by the parties if there is no divergence between the put goods and accompanying documents.</p> <p>4.5. With the goods the following documents made out on the form "to order":</p> <ul style="list-style-type: none"> ◆ Certificate of quality - 1 origin 2 copies ◆ Certificate of origin 1 origin. 2 copies ◆ Bill of Lading - 3 origin 3 copies(to order) ◆ The veterinary certificate - 1 original , 2 copy ◆ Commercial invoice 3 origin ◆ Packing list 3origin <p>4.6. The Seller carries the responsibility for correctness of filling of the accompanying documents and its delivery to the BUYER in proper time. In case of absence any documents are indicated in point 4.5 and delay in its delivery being happened because of the SELLER fault, the SELLER must compensate to the BUYER all expenses connected with its re-registration or goods delay.</p> <p>5. Terms of Payment</p> <p>30 % of an advance payment through 10(ten) days after receptions and signings the original of the contract, 70 % - on conditions paid against the copies of all documents not later than seven days before cargo arrive to the destination. The seller must send all the original documents to the buyer after reception 100% payment during two days.</p> <p>6. Packing</p> <p>6.1. Goods shall be packed into strong 10 – 20 kg cartons with polyethylene inner bag. The packing of the goods to be shipped should ensure the safety of the goods during the transportation provided that the goods are duly handled.</p> <p>Each package shall be provided with marking showing type of goods, gross and net weights, date of production, and country of Origin in both English and Russian.</p> <p>7. Force Majeure</p> <p>7.1. Should any force majeure circumstances arise which hinder the fulfillment by either of the parties</p>	<p>может быть изменена после подписания контракта.</p> <p>4.3. Сдача – приемка товара будет осуществляться при передаче товара перевозчику в г. Санкт-Петербург.</p> <p>4.4. Товар считается сданным и принятым сторонами по качеству и количеству при отсутствии расхождения фактически поставленного товара с сопроводительными документами.</p> <p>4.5. С товарами следуют следующие документы, заполненные по форме «на предъявителя».</p> <ul style="list-style-type: none"> ◆ Сертификат качества-1 оригинал 2 копия ◆ Сертификат происхождения- 1оригинал. 2 копии ◆ Товаросопроводительные документы (Bill of Lading) 3 оригинала. 3 копии (на предъявителя) ◆ Ветеринарный сертификат – 1 оригинал 2 копии <p>4.6. Ответственность за правильность заполнения сопровождающих документов и своевременное предоставление их Покупателю несет ПРОДАВЕЦ. При отсутствии каких-либо документов из указанных в п.4.5 и их несвоевременную доставку, произошедшую по вине ПРОДАВЕЦА, ПРОДАВЕЦ обязан компенсировать все расходы ПОКУПАТЕЛЯ связанные с их переоформлением или задержкой груза.</p> <p>5. Оплата</p> <p>Оплата производится на следующих условиях: 30 % предоплаты в течение 10-ти дней после приема и получения оригиналов контракта, 70% на условиях оплаты против копий оригиналов всех документов, но не позднее, чем 7 дней до прибытия груза в порт назначения. Продавец обязан отправить оригиналы всех документов покупателю в течение двух дней после получения 100% оплаты.</p> <p>6. Упаковка</p> <p>6.1. Товары должны быть упакованы в прочные 10- 20 кг картонные коробки с полиэтиленовым вкладышем. Упаковка товаров, должна гарантировать безопасность товаров в течение транспортирования при условии, что товары должным образом обработаны. На мешки должна быть нанесена маркировка на английском и русском языке с указанием названия товара, сорта, количества (веса нетто, брутто), даты производства, страны происхождения.</p> <p>7. Форс-мажорные обстоятельства</p> <p>7.1. В случае возникновения форс-мажорных обстоятельств, которые препятствуют выполнению</p>
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of their respective obligations under the Contract, neither party is responsible for the non-fulfillment of its liabilities till the force majeure circumstances have been lifted.

Natural disasters, wars and military operations of any sort, blockades, embargo, prohibition of exports and imports, epidemics and other circumstances beyond the control of the parties are considered as force majeure.

7.2. If the force majeure circumstances prevail for longer than 90 days, either party has the right to cancel the remainder of the contract.

7.3. Each Party shall immediately, but not later than 10 days, inform the other Party about the commencement or termination of force-majeure circumstances and confirm it with the reference drawn up by the Chambers of Commerce of the countries of the Seller or the Buyer respectively.

8. Contract as a whole

8.1. The present contract is made at complete understanding by the parties of a subject of the contract and replaces any other agreement in the given subject made in the oral or written form earlier. Any discussions concerning the goods hereby are excluded. The contract in the mutual consent of the parties can be complemented on the basis of the additional agreements.

9. Responsibility of the parties

The seller and Buyer carry the money liability, friend before the friend, for failure to meet requirements specified in the given contract. The Seller and Buyer can not be responsible for casual, indirect losses.

10. ARBITRATION

10.1. The parties under the present contract cooperate within benevolence and mutual understanding, not appealing as far as possible to Arbitration Courts and Commissions.

10.2. Should it not be possible to settle the disputes under the present contract by negotiations, these disputes shall be finally arbitrated by the Pre-arbitral Referee Procedure of the International Chamber of Commerce in accordance with its Rules. Furthermore, all disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules." Place of Arbitration is Vienna, Austria.

любой из сторон взятых на себя обстоятельств согласно данному Контракту, ни одна из сторон не несет ответственности за невыполнение своих обязательств, в течение периода действия форс-мажорных обстоятельств.

Естественные бедствия, войны и боевые действия любого вида, блокады, эмбарго, запрещение экспорта и импорта, эпидемии и другие обстоятельства, не зависящие ни от одной из сторон, рассматриваются как форс-мажорные обстоятельства.

7.2. Если форс-мажорные обстоятельства действуют на период более 90-ти дней, любая из сторон имеет право расторгнуть контракт.

7.3. Каждая из сторон должна немедленно, но не позже чем в течении 10-ти дней, сообщить другой стороне относительно начала или завершения форс-мажорных обстоятельств и подтверждать это рекомендацией, составленной Торгово-Промышленными Палатами стран ПРОДАВЦА или ПОКУПАТЕЛЯ соответственно.

8. Контракт в целом

8.1. Существующий контракт сделан при полном понимании сторонами предмета контракта и заменяет любое другое соглашение по данному предмету, сделанному в устной или письменной форме ранее. Любые обсуждения относительно товаров тем самым исключены. Контракт во взаимном согласии сторон может быть дополнен на основе дополнительных соглашений.

9. Ответственность сторон

ПРОДАВЕЦ и ПОКУПАТЕЛЬ несут материальную ответственность друг перед другом за невыполнение обязательств, описанных в данном контракте. ПРОДАВЕЦ и ПОКУПАТЕЛЬ не могут быть ответственны за случайные, косвенные потери.

10. АРБИТРАЖ

10.1. Стороны в рамках настоящего Контракта руководствуются принципами доброжелательности и взаимопонимания, разрешая по возможности все споры и разногласия по настоящему Контракту путём взаимных переговоров.

10.2. Если стороны не могут прийти к согласию по настоящему контракту путем переговоров, то спор будет решаться по Преарбитражной Судебной Процедуре Международной Торговой Палаты в соответствии с их правилами.

И далее, все споры, возникшие в связи с настоящим контрактом, в конце концов, должны будут решаться по правилам Примирительной процедуры и Арбитража Международной Торговой Палаты, одним

10.3. The decision of arbitration is final and Obligatory for both parties.

11. General Conditions

11.1. The Present contract takes effect from the moment of its signing.

11.2. The present Contract is made up in 2 copies in Russian and in English, both copies legally valid.

11.3. Obligations resulting from this contract may not be transferred to a third party without written agreement between the parties.

11.4. Fax copy of signed Contract is legally valid.

11.5. This Contract is valid till all final settlements between the parties

Legal addresses of the Parties

The SELLER

PRODUCER, LTD.

XXX VILLAGE , XXX TOWN,XXX COUNTY,
XXX CITY,XXX , CHINA

The Sellers' banks details:

A/C NAME: BANK OF XXX BRANCH.,
BANK ADD:NO.XX,MIDDLE XXX
ROAD,XXX,P.R.CHINA
SWIFT CODE: XXXXXXXXXXXXX
ACCOUNT NO.:XXXXXXXXXXXXXXXXXX

The Buyer

Romanov and sons Ltd. represented by GM Mr.
Nikolai Romanov

195197 Russia, St.-Petersburg, Zhukov's street, 1
INN xxxxxxxxxxxx

Foreign currency account xxxxxxxxxxxx (USD)
in JSC bank "RosBank" in St. Petersburg
MFO xxxxxx

BUYER

Romanov and sons Ltd. represented by GM Mr.
Nikolai Romanov

SIGNATURE _____

SELLER:

PRODUCER, Ltd., BY Mr. CHI NANG

Signature _____

или более судьями, назначенными в соответствии с их Правилами. Место Арбитража Вена, Австрия.

10.3. Решение арбитражного суда является окончательным и обязательным для обеих сторон.

11. Общие Условия

11.1. Существующий контракт вступает в силу с момента его подписания.

11.2. Существующий Контракт составлен в 2-х экземплярах по-русски и по-английски, обе копии, юридически имеют равную силу.

11.3. Обязательства, следующие из этого контракта, не могут быть переданы третьему лицу без письменного соглашения между сторонами.

11.4. Факсовые копии подписанного Контракта имеют юридическую силу.

11.5. Данный Контракт действителен до полного взаиморасчета между сторонами

Юридические адреса сторон

ПРОДАВЕЦ

PRODUCER, LTD.

XXX VILLAGE , XXX TOWN,XXX COUNTY, XXX
CITY,XXX , CHINA

The Sellers' banks details:

A/C NAME: BANK OF XXX BRANCH.,
BANK ADD:NO.XX,MIDDLE XXX
ROAD,XXX,P.R.CHINA
SWIFT CODE: XXXXXXXXXXXXX
ACCOUNT NO.:XXXXXXXXXXXXXXXXXX

Покупатель

ООО Романов и сыновья в лице генерального
директора Романова Николая Александровича

195197 Россия, г. Санкт-Петербург, ул. Жукова, 1
ИНН xxxxxxxxxxxx

в/с xxxxxxxxxxxx (USD) в АКБ "РосБанк" г. Санкт-Петербург
МФО xxxxxx

ПОКУПАТЕЛЬ

ООО Романов и сыновья в лице генерального
директора Романова Николая Александровича

Подпись _____

ПРОДАВЕЦ:

PRODUCER, Ltd., в лице Mr. CHI NANG

Подпись

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