

对外经济合同

英文写作

Foreign Economic Contract Documents in Writing

傅伟良 著



石油工业出版社

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内 容 摘 要

本书主要结合对外经济合同中中英文的语言特点,讲授英文合同写作的语言技能。从研究合同英文写作的用词、措词的特点,句子的独特结构,到研究具体条款的写作。其中语言特点有:使用正式的法律上的用词;大量使用法律语汇中的副词,以避免重复误解,使行文准确,简洁;同义词连用;以及用词要体现复合型知识等。

本书的主要读者对象为对外经济从业人员,合资企业的合同管理人员和有关院校的师生。本书也可作为高校英语专业和有关对外经济类的专业英语教材。

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傅伟良，北京第二外国语学院英语系副教授，英语专业国际经济合作方向硕士研究生导师。1986年至1990年曾借调到国外工作，进行了大量的经贸合同文件翻译、合同的经营管理、合同谈判的实践。因深感缺少那些既懂外语、懂专业、又懂相关国际经济法的人才，1990年回校任教后，积极研究并倡导外语、专业知识及相关国际经济法知识相结合的三位一体的教学模式，并进行了上述教学模式的尝试和教学实践。在教学中，用英语主讲国际经济英语、英文经济报刊阅读和对外经济合同写作等课程。发表了“论经贸合同文件中英语语言的特点”、“对外经济合同英文写作课程建设研究与实践”等论文。主要著作有《实用国际金融英语》、《英文经济报刊精读》和译作《星条旗下的斗争》。

Introduction

Foreign economic contracts are written documents of agreement between enterprises or other economic organizations of a country such as, the People's Republic of China, and their counterparts of foreign countries. These contracts are concluded through consultation on the principle of equality and mutual benefit.

Foreign economic contracts mainly include Contracts for the International Sale of Goods, Contracts for Chinese-Foreign Equity Joint Ventures, Chinese-foreign Contractual Joint Ventures, Chinese-foreign Cooperative Exploration and Development of Natural, License / Know-how Contract, Agreement of Compensation Trade, Contract for Business of Processing (Party B's) Material into Finishing Products, Lease Agreement, Short-Term Credit Facility Contract, Contract for Foreign Labour Service, and International Tender and Bid, etc.

A foreign economic contract, like any other contracts, is formed when the parties to it have reached an agreement on the provisions of the contract before is signed in written form.

Contracts formed in accordance with law are legally binding upon the Parties to the Contract. Their signatories shall perform the agreed obligations provided by the contract; neither one of them may of its own accord alter or rescind the documents.

It is important to ensure that the exact wording of a contract agreement, including documents that form part of it, properly records what has been agreed upon. “Foreign Economic Contracts in Writing” offers samples of foreign economic contracts for easy reference.

The aim of this book is to train the learners in the writing of

foreign economic contracts through the study of their nomenclature and language structures, and through practice in a large amount of exercises.

This book follows the principle of starting from the choice of words and the structuring of sentences before moving on to the more complicated structuring of paragraphs. This process contains six steps represented in six units in this book. The examples in Unit One are intended to familiarize the students with the language features of this type of writing. Unit two deals with wording. The ability of choosing the right word in preparing legal documents of this kind is extremely important. Special effort shall be made by the students to develop this ability. This book devotes eight lessons to this purpose. They contain typical examples of what good wording means. Unit Three lists special terms in three groups commonly used in contracts and agreements. Unit Four provides phrases in ten groups that the students may find helpful. As this unit does not claim to cover all such expressions in legal language, the users of this book are encouraged to learn more from other sources, and while doing so, they may find what they have learned from this helps them understand the new things better and master them faster. The structuring of sentences discussed in Unit Five is another important aspect of the training of writing skills. Unit Six provides main terms, conditions and provisions of economic contracts involving foreign interests in seven groups that the students may find helpful and practicable in their future jobs.

While learning to improve your writing skills needed for the drafting of legal documents of this kind, you will be learning to translate this type of writing either into Chinese or into English.

Fu Weiliang

August 30, 1999

前 言

自我国改革开放以来，各行各业对外经济交往和合作愈来愈频繁。在对外经济活动中，无论是外贸、金融、投资、经济合作，都离不开签订合同。而对外经济合同写作的好坏，直接关系到合同当事方的经济利益，甚至会发生一字失千金的事。如今，英文已成为世界各国采用的合同用语，因此，如何掌握英文的合同写作，如何用英文写好合同中的每一条款就显得十分重要。笔者从国外工作实践中发现，我们有外语好的人才，有专业好的人才，也有懂国际经济法的人才，但是，集这三门知识于一身的人才极少。具体表现在英文合同写作方面问题极多，往往会发生为某一条款，因句子结构写得不好，意思不明而发生争议；甚至为某一个词，因用词不当，而双方无法达成共识。因此，《对外经济合同英文写作》力图解决这三位一体的问题，在改革开放的今天具有其现实意义。

本课程主要研究英文在对外经济合同中的语言特点，讲授英文合同写作的语言技能。从研究合同英文写作的用词、措词的特点，句子的独特结构，到研究具体条款的写作。其中语言特点有：使用正式的法律上的用词；大量使用法律语汇中的副词，以避免重复误解，使行文准确，简洁；同义词连用；以及用词要体现复合型知识等。

通过对语言特点的研究与实践，最终掌握合同的英文写作，做到用词准确，易懂，句子结构严密，意思明确无误；还要做到既要把阐明的事项面面点到，滴水不漏，又要无懈可击。比如，在进行对外经济合同及其它法律文件的英文写作时，对一些关键性的词常常采用同义词连用，主要是为了克服由于许多英语词汇有一词多义的特点，而在句中可能发生意思不明，合同双方可能按自己的意图来理解的弊端。同义词连用的目的是取两个或两个

以上词的共义，以便确保所用的词不被曲解，保证内容上准确，维护法律文件的独解性尊严。

同时，开设《对外经济合同英文写作》课程，不仅是当前改革开放的需要，而且也是目前我们提倡的教学改革，培养复合型人才的需要。因此，在本课程的教学实践中除讲授语言知识外，还要讲授相关的专业知识和法律知识，以扩大学生的知识面，更好地掌握对外经济合同的英文写作。我们从前几年的教学实践中体会到，应结合英文写作所涉及的内容，用英文讲授有关国际金融、国际贸易、国际经济合作等知识。其中包括银行信用证、银行保函、索赔、变更、仲裁、不可抗力及支付款项等知识。为配合本课程的教学实践，还开设了与此相关的《国际经济英语》和《英文经济报刊阅读》等配套课程，进一步扩大学生的知识面，培养造就时代所需要的复合型人才。

自1993年以来，《对外经济合同英文写作》一直是作为北京第二外国语学院英语系英语专业四年级学生的选修课教材。由于采用英语、专业知识及相关国际经济法知识三位一体的教学模式，学生们深感知识新，实用性强，很受学生欢迎。这次通过本书的正式出版，对原教材进行了修订与补充，并保持原教材的英文前言和说明，以满足不同层次读者的需要。

由于本人水平有限，不妥之处殷切希望读者批评指正。

傅伟良

1999年8月

于北京第二外国语学院

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Unit One

Some Language Features

in the Contract Documents

对外经济合同文件中的英语语言特点

本课程主要研究对外经济合同中英文的语言特点，进而掌握英文合同写作的语言技能。对外经济合同及其他法律文件中的英语语言，从选词、用词，到句子的独特结构，都与基础英语有所不同。比如，使用正式的法律上的用词；大量使用法律语汇中的副词，以避免重复误解，使行文准确，简洁；同义词连用等。

这些特点与合同文件的本身特性有关，与合同中每一条款的写作要求有关。合同条款要求用词准确，易懂，句子结构严密，意思明确无误。还要做到既要把阐明的事项面面点到，滴水不漏，又要无懈可击。又如，在进行对外经济合同及其它法律文件的英文写作时，对一些关键性的词常常采用同义词连用，主要是为了克服由于许多英语词汇有一词多义的特点，而在句中可能发生意思不明，合同双方可能按自己的意图来理解的弊端。同义词连用的目的是取两个或两个以上词的共义，以便确保所用的词不被曲解，保证内容上准确，维护法律文件的独解性尊严。

另外，对外经济合同英文写作不是基础英语的写作，也不是简单的英文商务信函的写作，而是正式的法律文件的写作。进行合同的英文写作，除应掌握上述的语言特点外，还应具有相应的

专业知识和法律知识。

为说明问题，本单元只从三个方面来说明对外经济合同文件中的英语语言的特点。详细的语言技能将在后面的几个单元里学习。

第一，选用正式的或法律条文的用词

The Contract document is not a literary essay, nor a piece of dramatic prose. It is a legal document which the Parties to the Contract shall comply with. The language used in the contract documents shall be clear, unadorned and legal.

One of language features in the Contract documents is its wording. The words and phrases used in the said documents shall be legal, formal, serious and accurate.

Examples:

(1) The Appendix hereto shall, through the contract period, **be deemed to be construed** as part of this Contract. 整个合同期间，本合同的附件应被理解为合同的一部分。

句中的 be deemed (被认为) 和 construed (理解) 为正式用词。Be deemed 比 be considered 正式，construed 比 understood 正式。

(2) The first Board meeting shall be **convened** within one month after the issuance of the Company's business license. 第一次董事会应在公司营业执照签发后一个月内召开。

句中 convened 比 called 正式。

(3) "Permanent Works" means the permanent works to be executed **in accordance with** the Contract. "永久工程"是指根据合同将实施的永久工程。

in accordance with 在合同等法律文件中常用，比 according to 要正式。

(4) The headings and marginal notes in these conditions shall not be deemed part thereof or be taken into consideration in the **interpretation** or **construction** thereof or of the Contract. 本合同条件中的标题和旁注不应视为合同本文的一部分，在合同条件或合同本身的理解或解释中也不应考虑这些标题和旁注。

句中 **construction** 意为 **explanation**，但比 **explanation** 正式，此词在法律文件中常用。有的国际法律文本中，此词被译成“构成”，显然是错误的。

(5) If under Clause 31 the Employer employ other Contractors on the Site he shall **require** them to have the same regard for safety and avoidance of danger. 如果根据第31条规定，业主在现场还雇用其他承包人时，业主应同样地要求这些承包人在安全和避免危险方面负同样的责任。

句中 **require** 是正式用词，比 **ask** 正式。而且，**require** 表示上对下的要求，表示法律条款对合同当事人的要求。而 **ask** 一词没有这么明确，它含有 **request** 和 **require** 之意，其中 **request** 表示下对上的要求，在译成中文时，为“请求”。可见在此句中只能用 **require** 为最恰当。

(6) The submission to and **consent** by the Engineer of such programs or the provision of such general descriptions or cash flow **estimates** shall not relieve the Contractor of any of his duties or responsibilities under the Contract. 向工程师提交并同意的上述进度计划或提供上述一般说明或金流通量估算，并不解除合同规定的承包人的任何义务或责任。

句中 **consent**（同意）和 **estimates**（估算）都是正式用词。

(7) The Chairman may **convene** an **interim** meeting in accordance with a proposal made by one-third of the total number of directors. 董事长可根据董事会三分之一董事的提议，召集临时董事会议。

句中 convene (召集) 和 interim (临时) 都是正式用词。

(8) The Employer hereby **covenants** to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price. 业主特此立约保证向承包人支付合同总价, 以作为本工程施工、竣工及修补工程中缺陷的报酬。

covenants 是法律用词, 意为签订有法律约束力的正式合约。

第二, 同义词连用

在进行法律文件的英文写作时, 对一些关键性的词常常采用同义词连用。这主要是为了克服由于许多英语词具有一词多义的特点, 而在句中可能发生意思不明, 合同双方可能按自己的意图来理解。为确保所用词不被曲解, 采用同义词连用, 取两个或两个以上同义词的共义, 以保证内容上准确, 维护法律文件的独解性尊严。

Another language feature is that an expression may contain two synonyms or more repeating each other in meaning to avoid possible misunderstanding.

Examples:

(1) The headings and marginal notes in these conditions shall not be deemed part thereof or be taken into consideration in the **interpretation** or **construction** thereof or of the Contract. 本合同条件中的标题和旁注不应视为合同本文的一部分, 在合同条件或合同本身的理解或解释中也不应考虑这些标题和旁注。

句中 interpretation 与 construction 同义, 意为理解, 解释。

(2) This agreement is **made and entered into by and between** Party A and Party B. 本协议由甲方和乙方签订。

句中 made 和 entered into 同义, 意为签订协议。by 和 between 同义, 意为由甲方和乙方签订。

(3) The Contractor shall, without limiting his or the Employer's **obligations** and **responsibilities** under Clause 20, insure the Works, together with materials and plant for incorporation therein, to the full replacement cost. 在不限制第20条中规定的承包人和业主的义务和责任的条件下, 承包人应以全部重置成本对工程, 并对用于工程中的材料和工程配套设备进行保险。

句中 obligations 和 responsibilities 同义。

(4) Party A shall no longer be responsible for keeping **secret** and **confidential** the part already published. 甲方不再承担已经被公开部分的保密义务。

句中 secret 和 confidential 同义。

(5) The **amendments** to or **alterations** of this Contract become effect only after they are signed by the Parties hereto and approved by the original approving authorities. 本合同的修改只有经合同双方签字并经原审批主管机关批准后才能生效。

句中 amendments 和 alterations 同义。

(6) The Parties to this Contract shall **fulfill** or **perform** any of the obligations under this Contract. 本合同双方应履行合同规定的义务。

句中 fulfill 和 perform 同义。

(7) Any such consent shall not relieve the Contractor from any **liability** or **obligation** under the Contract. 任何此类同意均不应解除合同规定的承包人的责任与义务。

句中 liability 和 obligation 同义。

(8) If the Contractor shall duly perform and observe all the **terms, provisions, conditions** and **stipulations** of the said Contract, this obligation shall be **null** and **void** but otherwise shall **be** and **remain** in full **force** and **effect**. 如果承包人切实履