

工商管理硕士系列教材

# 工商管理英语教程

邓保中 编

ENGLISH COURSE  
FOR STUDENTS STUDYING  
FOR THE DEGREE OF MASTER  
OF BUSINESS ADMINISTRATION



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中国人民大学出版社

(京) 新登字 156 号

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中国人民大学出版社出版发行  
(北京海淀路 39 号, 邮码 100872)  
中国人民大学出版社印刷厂印刷  
(北京鼓楼西大石桥胡同 61 号)  
新华书店经销

\*

开本: 850×1168 毫米 32 开 印张: 12  
1991 年 10 月第 1 版 1991 年 10 月第 1 次印刷  
字数: 296,000 册数: 1—2 500

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ISBN 7-300-01133-0  
H·62 定价: 6.00 元

## 前 言

根据中国人民大学研究生院的要求，我们编写了这部工商管理英语教程，作为工商管理硕士系列教材之一。本书分为两个部分。第一部分重点放在对外经济方面。文章包括《中华人民共和国中外合资企业法》、《北京的投资环境》、《投资指南》、《投资程序和投资保证》、《政府支出税收与行政管理》、《国际贸易新形式》、《关于在中国投资的讨论》、《对外经济关系与贸易知识》等等。目的是帮助学生提高对外经济、对外贸易方面运用英语的技能，同时，进一步学习、了解我国对外经济关系与贸易工作的方针、路线、法规、章程和规定；特别是帮助学生熟悉和掌握这方面的英语表达方式，这对学生们将来走上工作岗位具有实际的指导意义。第二部分的选编以实际外贸书信、应用文实例为主，具体介绍外贸知识。内容包括：英语商业书信的构成与撰写、寻求贸易伙伴、询价、定单、保险、装运发货、索赔、电传等几个方面，旨在通过大量阅读外贸书信实例，熟悉商业书面语言，提高外贸业务信息交流中的英语应用文的阅读与写作能力，以适应将来从事工商管理工作的需要。为此，本书所选编的文章除课文正文外，还在每课之后，配合课文的内容，增加了辅助阅读材料，并对本书所有文章中的难点、难句等做了注释或说明。此外，每篇课文正文后还配有一定针对性的课堂讨论题、中英互译练习及部分基础语法练习。

本书除供工商管理专业学生在校学习之外，还可作为对外经济部门、外贸公司、合资企业业务干部的专业英语课本和进修用书。在编写本书的过程中主要参考并选材于 ALMANAC OF CHINA'S FOREIGN ECONOMIC RELATIONS AND TRADE, 1986, PRACTICAL COMMERCIAL ENGLISH HANDBOOK, ENGLISH—

CHINESS PRACTICAL WRITINGS ON ALL OCCASIONS, FOREIGN TRADE AND CORRESPONDENCE, A HDBK OF ABBS IN FGN TRD N TLX, LIFE IN MODERN BRITAIN 等书。

本书在编写过程中曾得到中国人民大学外语系领导和研究生教研室同志们的大力支持，英语教研室黎禄生、唐孝纯两位教授对全书进行了具体的指导和全部审校。

外语系办公室的韩泓同志承担了全书初稿的打字工作，李冰、朱留才、甄贞等同志在誊写校对方面做了大量工作，特此表示感谢。

我国外经外贸工作蓬勃发展，各种新的贸易方式不断涌现，由于编写仓促，经验不足，不妥和错误之处，请读者批评指正。

编者

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# Volume 1

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## Lesson One

### TEXT

#### THE LAW OF THE PEOPLE'S REPUBLIC OF CHINA ON CHINESE-FOREIGN JOINT VENTURES

(Adopted by the Second Session of the Fifth National People's Congress on  
July 1, 1979 and Promulgated on and Effective as of July 8, 1979)

**Article 1** With a view to expanding international economic cooperation and technical exchange, the People's Republic of China permits foreign companies, enterprises, other economic organizations or individuals (hereafter referred to as "foreign joint venturers") to join with Chinese companies, enterprises or other economic organizations (hereafter referred to as "Chinese joint venturers") in establishing joint ventures in the People's Republic of China in accordance with the principle of equality and mutual benefit and subject to approval by the Chinese Government.

**Article 2** The Chinese Government protects, in accordance with the law, the investment of foreign joint venturers, the profits due them and their other lawful rights and interests in a joint venture, pursuant to the agreement, contract and articles of association approved by the Chinese Government.

All the activities of a joint venture shall comply with the provisions of the laws, decrees and pertinent regulations of the People's Republic of China.

**Article 3** The joint venture agreement, contract and articles of association signed by the parties to the venture shall be submitted to the Foreign Investment Commission of the People's Republic of China, and the Commission shall, within three months, decide whether to approve or disapprove them. After approval, the joint venture shall register with the General Administration for Industry and Commerce of the People's Republic of China, obtain a licence to do business and start operations.

**Article 4** A joint venture shall take the form of a limited liability company.

The proportion of the investment contributed by the foreign joint venturer(s) shall generally not be less than 25% of the registered capital of a joint venture.

The parties to the venture shall share the profits, risks and losses in proportion to their respective contributions to the registered capital.

No assignment of the registered capital of a joint venturer shall be made without the consent of the other parties to the venture.

**Article 5** Each party to a joint venture may make its investment in cash, in kind or in industrial property rights, etc.

The technology and the equipment that serve as a foreign joint venturer's investment must be advanced technology and equipment that actually suit our country's needs. If the foreign joint venturer causes losses by deception through the intentional use of backward technology and equipment, it shall pay compensation for the losses.

The investment of a Chinese joint venturer may include the right to

the use of a site provided for the joint venture during the period of its operation. If the right to the use of the site does not constitute a part of a Chinese joint venturer's investment, the joint venture shall pay the Chinese Government a fee for its use.

The various investments referred to above shall be specified in the joint venture contract and articles of association, and the value of each (excluding that of the site) shall be jointly assessed by the parties to the venture.

**Article 6** A joint venture shall have a board of directors, which shall have its size and composition stipulated in the contract and the articles of association after consultation between the parties to the venture, and the directors shall be appointed and replaced by the parties to the venture. The board of directors shall have a chairman, whose office shall be assumed by the Chinese joint venturer(s), and one or two vice-chairman, whose office(s) shall be assumed by the foreign joint venturer(s). In handling major problems, the board of directors shall reach a decision through consultation by the parties to the venture, in accordance with the principle of equality and mutual benefit.

The board of directors is empowered, pursuant to the provisions of the articles of association of the joint venture, to discuss and decide all major problems of the venture; expansion programmes, proposals for production and operating activities, the budget for revenues and expenditures, distribution of profits, plans concerning manpower and pay scales, the termination of business and the appointment or employment of the president, the vice-president(s), the chief engineer, the treasurer and the auditors, as well as their powers and terms of employment, etc.

The offices of president and vice-president(s) (or factory manager

and deputy manager (s)) shall be assumed by the respective parties to the venture.

The employment and dismissal of the staff and workers of a joint venture shall be provided for in accordance with the law in the agreement and contract of the parties to the venture.

**Article 7** After payment out of the gross profit earned by the joint venture of the joint venture income tax, pursuant to the provisions of the tax laws of the People's Republic of China, and after deduction from the gross profit of a reserve fund, a bonus and welfare fund for staff and workers, and a venture expansion fund, as provided in the articles of association of the joint venture, the net profit shall be distributed to the parties to the joint venture in proportion to their respective contributions to the registered capital.

A joint venture that possesses advanced technology by world standards may apply for a reduction of or exemption from income tax for the first two to three profit-making years.

A foreign joint venturer that reinvests in China its share of the net profit may apply for refund of a part of the income taxes already paid.

**Article 8** A joint venture shall open an account with the Bank of China or a bank approved by the Bank of China.

The pertinent foreign exchange transactions of a joint venture shall be conducted in accordance with the regulations on foreign exchange control of the People's Republic of China.

In its operating activities a joint venture may directly raise funds from foreign banks.

The various kinds of insurance coverage of a joint venture shall be furnished by Chinese insurance companies.

**Article 9** The production and operating plans of a joint venture

shall be filed with the departments in charge and shall be implemented through economic contracts.

In its purchase of required raw and processed materials, fuels, parts and auxiliary equipment, etc., a joint venture should give first priority to purchases in China. It may also purchase them directly from the international market with foreign exchange raised by itself.

A joint venture is encouraged to market its products outside China. Export products may be distributed to foreign markets through the joint venture directly or through associated agencies, and they may also be distributed through China's foreign trade agencies. Products of the joint venture may also be distributed in the Chinese market.

Whenever necessary, a joint venture may establish branches outside China.

**Article 10** The net profit that a foreign joint venturer receives after fulfilling its obligations under the laws and the agreement and the contract, the funds it receives at the time of the joint venture's scheduled expiration or early termination, and its other funds may be remitted abroad through the Bank of China in accordance with the foreign exchange regulations and in the currency specified in the joint venture contract.

A foreign joint venturer shall be encouraged to deposit in the Bank of China foreign exchange that it is entitled to remit abroad.

**Article 11** The wages, salaries and other legitimate income earned by the foreign staff and workers of a joint venture, after payment of the individual income tax under the tax laws of the People's Republic of China, may be remitted abroad through the Bank of China in accordance with the foreign exchange regulations.

**Article 12** The contract period of a joint venture may be divided

through consultation by the parties to the venture according to its particular line of business and circumstances. Upon the expiration of the joint venture contract period, if the parties have agreed, the period may be extended, subject to approval by the Foreign Investment Commission of the People's Republic of China. An application for extension of the contract shall be made six months before expiration of the contract.

**Article 13** Before the expiration of the joint venture contract period, in case of heavy losses, failure of a party to fulfil the obligations prescribed by the contract and the articles of association, force majeure, etc., the contract may be terminated before the date of expiration through consultation and agreement by the parties to the venture, subject to approval by the Foreign Investment Commission of the People's Republic of China and to registration with the General Administration for Industry and Commerce. In cases of losses caused by a breach of contract, the financial responsibility shall be borne by the party that has violated the contract.

**Article 14** Disputes arising between the parties to a joint venture that the board of directors cannot settle through consultation may be settled through mediation or arbitration by a Chinese arbitration agency or through arbitration agency agreed upon by the parties to the venture.

**Article 15** This Law shall come into force on the day of its promulgation. The power to amend this Law is vested in the National People's Congress.

## VOCABULARY

1. promulgate ['proməlgeɪt] v. make public announce officially (a decree, a new law, etc.)
2. article ['ɑ:tɪkl] n. separate clause or item in an agreement

3. effective [i'fektiv]adj. having an effect; able to bring about the result intended
4. equality [i'kwɒliti] n. the state of being equal; of the same amount, number, etc.
5. mutual ['mju:tʃuəl] adj. each to the other (s)
6. subject (to) ['sʌbdʒɪkt] adj. conditional upon; owing obedience (to)
7. pursuant [pə'sjʊ(:)ənt] adj. in accordance with
8. investment [in'vestmənt] n. investing money
9. due [dju:] adj. owing (to); to be paid
10. contract ['kɒntrækt] n. binding agreement
11. decree [di'kri:] n. order given by a ruler or authority and having the force of a law
12. pertinent ['pɜːtɪnənt]adj. referring directly
13. regulation [ˌrɛgjuː'leɪʃən]n. rule, order, authoritative direction
14. proportion [prə'pɔːʃən]n. relation of one thing to another in quantity, size, etc.; relation of a part to the whole
15. respective [rɪs'pektɪv]adj. for, belonging to, each of those in question
16. assignment [ə'saɪnmənt]n. the act of giving as a share
17. consent [kən'sent]n. give agreement or permission
18. deception [di'sepʃən]n. deceiving, tricking; the state of being tricked
19. intentional [ɪn'tenʃənəl]adj. intended; done on purpose
20. compensation [ˌkɒmpən'seɪʃən]n. the act of repaying (someone) for a loss
21. constitute ['kɒnstɪtjuːt]v. set up; establish
22. specify ['spesɪfaɪ]v. mention definitely, give the name or details of
23. assess [ə'ses]v. judge the value or worth of (other than money), to estimate
24. composition [kɒmpə'zɪʃən]n. making up of different parts or materials
25. stipulate ['stɪpjuleɪt]v. put forward, as a necessary condition
26. assume [ə'sjuːm]v. take up; to undertake
27. empower [ɪm'paʊə]v. give power or authority to sb.
28. expenditure [ɪks'pendɪtʃə]n. spending; the amount or amounts spent

29. termination[ˈtɜːmiˈneɪʃən]n. ending, the end of something
30. treasurer[ˈtreʒərə]n. person in charge of money
31. auditor[ˈɔːdɪtə]n. person who audits accounts
32. dismissal[disˈmɪsəl]n. sending away; telling to go; dismissing or being dismissed
33. provide[prəˈvaɪd]v. stipulate
34. deduct[diˈdʌkt]v. take away
35. possess[pəˈzes]v. own; have
36. exempt[ɪgˈzempt]v. free from a duty, tax, law, etc.
37. reinvest[ˈriːɪnˈvest]v. put money (in) again
38. transaction[trænˈzækʃən]n. piece of business
39. insurance[ɪnˈʃʊərəns]n. safeguard against loss
40. coverage[ˈkʌvərɪdʒ]n. the total range of risk covered by an insurance policy
41. furnish[ˈfɜːnɪʃ]v. supply or provide
42. implement[ˈɪmplɪment]v. carry an agreement, promise into effect
43. process[ˈprəʊses]v. treat material in order to preserve it
44. priority[praɪˈɒrɪti]v. right to have or do sth. before others
45. agency[ˈeɪdʒənsi]v. (in business)business; place of business of an agent
46. obligation[ˈɒblɪˈgeɪʃən]v. promise, duty that indicates what action ought to be taken
47. expiration[ɪˈekspraɪəˈreɪʃən]n. ending of a period of time
48. remit[riˈmɪt]v. send money by post
49. deposit[diˈpɒzɪt]v. put money in a bank
50. entitle[ɪnˈtaɪl]v. give a right to sb.
51. circumstance[ˈsəːkəmstəns]n. conditions connected with an event or a person
52. prescribe[prɪsˈkraɪb]v. say with authority
53. breach[briːtʃ]n. breaking of a rule, agreement, etc.
54. bear[bɛə]v. sustain; support



55. violate[ˈvaɪəleɪt]v. break an oath, a treaty, etc.
56. dispute[disˈpju:t]n. argument, debate
57. mediation[ˌmɪdiˈeɪʃən]n. acting as go-between of peace-maker
58. arbitration[ˌɑ:bɪˈtreɪʃən]n. settlement of a dispute by the decision of sb. chosen and accepted as a judge
59. amend[əˈmend]v. make or become better
60. vest(in)[vest]v. to put right in the control of

### NOTES TO THE TEXT

1. Chinese-Foreign Joint Venture 中外合资
2. the principle of equality and mutual benefit 平等互利的原则
3. subject to approval by the Chinese government 经中国政府批准
4. articles of association 章程
5. start an operation 开始营业
6. limited liability company 有限责任公司
7. proportion of the investment 投资比例
8. registered capital 注册资本
9. make its investment in cash, in kind or in property rights 以现金、实物或工业产权进行其投资
10. pay compensation for the losses 赔偿损失
11. the right to the use of ... 的使用权
12. expansion programmes 发展规划
13. proposals for production and operating activities 生产经营活动方案
14. budget for revenues and expenditures 收支预算
15. distribution of profits 利润分配
16. plans concerning manpower and pay scales 有关的劳动工资计划
17. termination of business 停业
18. powers and terms of employment 雇用者的权力与待遇
19. fulfil (one's) obligation 完成义务
20. gross profit 毛利润
21. income tax 所得税