

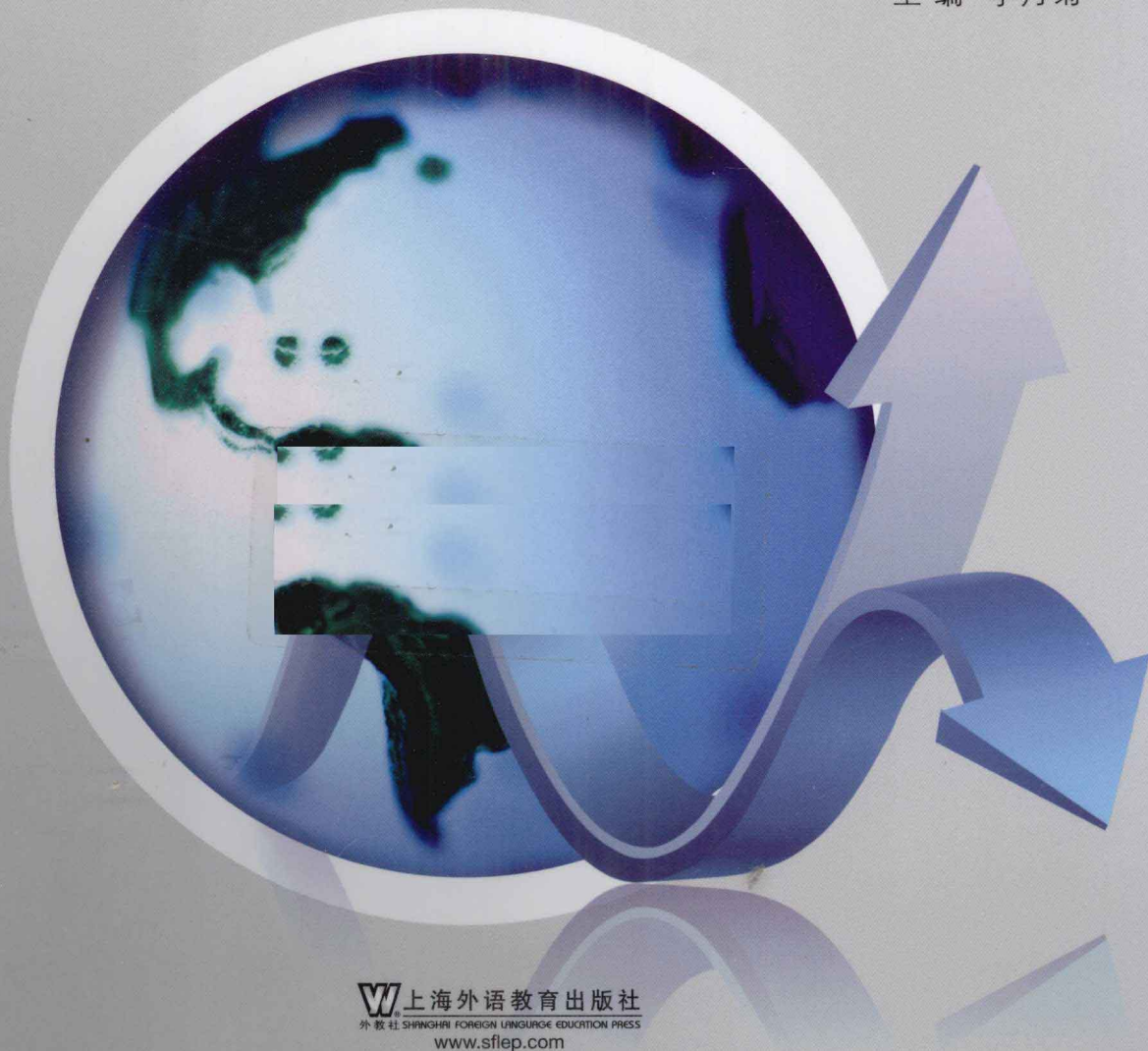
国际贸易

实务与操作

INTERNATIONAL TRADE PRACTICE AND OPERATION

教师用书 Teacher's Book

主 编 李月菊



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本书获对外经济贸易大学“教育部商务英语国家级教学团队”项目资助

前 言

本书是与《国际贸易实务与操作》配套的教师用书，内容包括教材第一至第十二章课文的教案与测验，以及测验答案和课文练习答案。每章教案包括四部分内容：教学目的，教学重点，教学难点和测验。教学重点按照教材内容的先后顺序排列，涉及国际贸易实务领域的主要概念与术语、国际贸易规则与惯例、操作程序、重要单据、案例分析等内容。教学难点常与重点内容相重合，并对教学内容进行拓展。测验的题型多样化，多以客观题的形式检查学生对课文主要内容的掌握情况。我们力求以精练的语言和图表等直观形式，概括教材的主旨内容，做到语言简练易懂，又不失专业风格，内容条理清楚，重点突出，逻辑性强。

在教学方法上应以学生为主体，以教师讲解为主导，采用课堂讲授与课堂模拟实践相结合的方式，通过课堂讨论、案例分析、模拟谈判、模拟流程、模拟单证操作等方式，并借助多媒体技术和网络技术，充分调动学生的学习积极性，锻炼学生分析问题和解决问题的能力。本课程以英语为媒介让学生系统掌握国际贸易实务的基本理论、规则和技能，同时提高学生的专业英语水平，使学生具有国际视野和创新意识，能胜任国际贸易业务的岗位工作，能直接参与国际竞争与合作。

教案中的各项内容，供教师备课参考使用，教师可以根据授课时数与学生的具体情况进行调整。本书所提供的测验答案与各项练习答案，仅供教师参考，绝非唯一正确的答案。本套教材与教师用书，是为商务英语专业高年级学生编写，也可供经贸专业双语教学使用，同时面向有志于从事国际贸易实践的人士。

本书由对外经济贸易大学英语学院李月菊负责总体设计与审校工作。具体编写分工是：李月菊负责第1, 2, 4, 5, 6, 10章；张平负责第3, 11章，李洋负责第7, 8章，林晓洁负责第9章，刘丽负责第12章。

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李月菊
2010年7月

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Chapter 1

Introduction to International Trade Practice

Teaching Objectives

1. Introduce three international business forms: trade, licensing, and foreign direct investment.
2. Discuss typical risks associated with international transactions.
3. Explain participants and procedures of international trade.

Focus in Teaching

Section 1

Forms of International Business

Based on the methods of entering a foreign market, international business can be classified into three broad categories: trade, intellectual property rights and international licensing agreements, and foreign direct investment.

1. Trade

Trade consists of the import and export of goods and services. *Exporting* is the shipment of goods or the rendering of services to a foreign buyer located in a foreign country. Every export entails an import, and vice versa.

Exporting is generally divided into two types. Direct exporting is often done through foreign agents who work on commission, or by selling directly to foreign distributors. Indirect exporting is used by companies seeking to minimize their involvement abroad. There are several types of indirect exporting: export trading companies (ETC), export agents, and export management company (EMC).

Government Controls over Trade

Tariffs are import duties or taxes imposed on goods entering the customs territory of a nation. *Non-tariff barriers* are all barriers to importing or exporting other than tariffs. One form of non-tariff barrier is the technical barrier to trade, or product standard. Another type is export control.

Trade liberalization refers to the efforts of governments to reduce tariffs and non-tariff barriers to trade. All WTO nations are entitled to normal trade relations with one another. This is referred to as Most Favored Nation trading status.

2. Intellectual Property Rights and International Licensing Agreements

Intellectual property rights are a grant from a government to an individual or firm of the exclusive legal right to use a copyright, patent, or trademark for a specified time. *International licensing agreements* are contracts by which the holder of intellectual property will grant certain rights in that property to a foreign firm under specified conditions and for a specified time.

The exchange of technology and manufacturing know-how between firms in different countries through licensing agreements is known as *technology transfer*.

Franchising is a popular form of licensing. The franchisee is allowed to use a trade name or trademark in offering goods or services to the public in return for a royalty based on a percentage of sales or other fee structure.

Case 1-1 (*Dayan v. McDonald's Corp.*):

Dayan in Paris had an exclusive franchise agreement with McDonald's in 1971. The agreement required that Dayan meet all quality, service and cleanliness (QSC) standards set by McDonald's. Due to quality and cleanliness violations for a long time, McDonald's terminated the franchise agreement with Dayan. Dayan couldn't operate the restaurant with McDonald's trademarks or name.

3. Foreign Direct Investment

Foreign investment or foreign direct investment refers to the ownership and active control of ongoing business concerns, including investment in manufacturing, mining, farming, assembly operations, and other facilities of production. A distinction is made between the home and host countries of the firms involved. *The home country* refers to that country under whose laws the investing corporation was created or is headquartered.

Multinational corporations are firms with significant foreign direct investment assets. Through direct investment, they can start a new foreign subsidiary company, form a joint venture with an existing foreign company or acquire an existing foreign company by stock purchase. Multinational corporations are usually not a single legal entity.

Of the three forms of international business, foreign investment provides the firm with the most involvement, and perhaps the greatest risk abroad. Investment in a foreign plant is often a result of having had successful experiences in exporting or licensing, and of the search for ways to overcome the disadvantages of the other entry methods.

Section 2

Managing Risks of International Business Transactions

In general, the level of risk rises from trade to licensing, and to foreign direct investment. The risks will also vary depending on which countries the business parties are located in or which country the transaction is to be performed in.

Table 1-1 Risks of International Business Transactions

Risks	Characteristics
Political Risk	Political instability and change in a country
Language and Cultural Differences	Language barriers and cultural differences in communication
Currency and Exchange Rate Risks	Convertibility, repatriation, currency rate fluctuation
Legal Risk	Different legal systems
Special Transaction Risks	Payment /credit risk
	Delivery risk

1. Political Risk

Political risk is generally defined as the risk to a firm's business interests resulting from political instability or political change in a country in which the firm is doing business. Handling political risk requires planning and vigilance.

2. Language and Cultural Differences

Even though English is widely used in business all over the world, the language of a given transaction still depends on the type of business one is doing and on the region of the world. One device to overcome language differences is to have the contract drawn in both the languages of the parties.

Case 1-2 (Gaskin v. Stumm Handel GmbH):

Gaskin (an American citizen) could not speak or read German, but he entered into an employment contract written entirely in German with the German firm of Stumm Handel operated in New York. When he signed the contract, the terms of the contract were explained to him in English, including the "forum selection clause" of settling any disputes in the courts of Germany. Later, the two parties had a disagreement. Gaskin brought this action against the German Stumm Handel in the United States, but the court dismissed his action due to his own negligence.

3. Currency and Exchange Rate Risks

Three separate risks relate to currency and international business transactions: convertibility, repatriation, and currency rate fluctuation. Such risk management refers to hedging currency risk.

Case 1-3 (Bernina Distributors, Inc. v. Bernina Sewing Mach.)

Bernina Sewing Machine Co. (Importer) had a seven-year contract to import and supply Bernina sewing machines to Bernina Distributors in the US. The importer was required to pay in Swiss francs. With the sharp decline of the dollar against the Swiss franc, the importer's costs doubled and thus halved its rate of return per dollar invested. So the importer wanted to cancel the contract with the distributor. But the court ruled that the importer bear the currency fluctuation risk according to the contract.

4. Legal Risk

Because of differences in language, culture, and legal systems, the intentions of parties in an international transaction may not be easily discernable from their contract. The parties should express carefully intended rights and obligations in a written contract.

5. Special Transaction Risks in Contracts for the Sale of Goods

The risk that a buyer will default on a sales contract and fail to pay for the goods is known as *payment risk*, or *credit risk*.

The risk that a buyer will not receive the goods under a contract is called *delivery risk*. This textbook will focus on the special risks inherent in international transactions for the sale of goods.

Section 3

Participants and Procedures of Import-Export Transactions

1. Participants

The core parties: the Seller and the Buyer

Other important parties: the International Banks, the Freight Forwarder/Carrier, the Insurance Company, the Customs Broker

Parties involved: the Export and Import Authority, the Chamber of Commerce, the Consular Office, the Notary Public, the Government Regulatory Agency, the Attorney

2. General Procedures of an Import-Export Transaction

Stage 1: Preparing for exporting or importing.

Stage 2: Making a deal (refer to Chapter 2, Chapter 3 and Chapter 4).

Stage 3: Fulfilling the contract (refer to Chapter 5, Chapter 6, Chapter 7, Chapter 8, Chapter 9, and Chapter 10).

Stage 4: Settlement of disputes (refer to Chapter 11 and Chapter 12).

Difficult Points in Teaching

Hedging Currency Risk (Extension)

In finance, a *hedge* is a position established in one market in an attempt to offset exposure to price fluctuations in some opposite position in another market with the goal of minimizing one's exposure to any unwanted risk. There are many specific financial vehicles to accomplish this, including insurance policies, forward contracts, swaps, options, many types of over-the-counter and derivative products, and perhaps most popularly, futures contracts.

Currency hedging (also known as *foreign exchange risk hedging*) is used both by financial investors to parse out the risks they encounter when investing abroad and by non-financial actors in the global economy for whom multi-currency activities are a necessary evil rather than a desired state of exposure. Hedging allows the investor to transfer the currency risk to someone else who wants to take up a position in the currency. Examples of hedging include forward exchange contracts for currencies, currency futures contracts, money market operations for currencies, forward exchange contracts for interest and others.

Test

I. Match the terms in Column A with the appropriate definitions in Column B.

A	B
1. import	A. the ability to convert a currency into gold or other currencies without restriction
2. home country	B. the exchange of technology and manufacturing know-how between firms in different countries through licensing agreements
3. technology transfer	C. the buyer's risk of not receiving the goods under a contract
4. delivery risk	D. the country under whose laws the investing corporation was created or is headquartered
5. convertibility	E. goods produced by foreign countries and consumed by the domestic country
6. multinational corporation	F. an individual's or a firm's exclusive legal rights to use a copyright, patent, or trademark for a specified time
7. export	G. government efforts to reduce trade barriers
8. intellectual property rights	H. a contract specifying the conditions and time for a foreign firm to use certain rights from the intellectual property holder
9. trade liberalization	I. goods sent to another country for sale
10. international licensing agreement	J. a firm with significant foreign direct investment assets

II. Choose the best answer from the four choices marked A, B, C and D.

- Why should countries trade?
 - To help them thrive.
 - To increase output.
 - To decrease output.
 - To keep themselves busy.
- What is the term for a government's interference with free trade?
 - Policy.
 - Intercession.
 - Hindrance to trade.
 - Barrier to trade.
- What do you call barriers to trade that help domestic producers?
 - Barriers to trade.
 - Protectionist policies.
 - Jingoist policies.
 - Fiscal policies.
- What is it called when the government places taxes on imported goods?
 - Subsidies.
 - Taxes.
 - Quotas.
 - Tariffs.
- What is it called when the government places limits on the number of a given good that can be imported?
 - Subsidies.
 - Taxes.
 - Quotas.
 - Tariffs.

6. What develops when imports exceed exports?
 - A. Tariff.
 - B. Quota.
 - C. Trade deficit.
 - D. Trade surplus.

7. What is likely to increase when one country's real exchange rate falls?
 - A. Cost of living.
 - B. Imports.
 - C. Exports.
 - D. Standard of living.

8. "Default risk" represents _____.
 - A. a possible loss caused by the payment incapacity of a creditor
 - B. a possible loss caused by the payment incapacity of a debtor
 - C. a possible loss caused by the payment incapacity of an insurance credit company
 - D. a possible loss caused by the payment incapacity of a guarantee credit company

9. When a Chinese company exports some goods to Britain, what currency is best for the Chinese exporter?
 - A. A stable hard currency.
 - B. An unstable soft currency.
 - C. A currency that is not convertible.
 - D. A third country's currency which both parties disagree to use.

10. The depreciation of the Euro against the USD will be a risk for _____.
 - A. a European creditor with a credit in Euros
 - B. an American debtor with a credit in US dollars
 - C. an American creditor with a credit in US dollars
 - D. a European debtor with a credit in US dollars

Chapter 2

Negotiating Business Contracts

Teaching Objectives

1. Explain the negotiation procedures.
2. Discuss the negotiation tasks at each stage.
3. Study the structure and contents of international sales contracts.

Focus in Teaching

Negotiation is an integral part of the total business activity. The process of negotiation takes place in a series of time scales: the first period (to prepare for the negotiation, and execute the initial approach), the second (to reach agreement for the common interests), the third (to carry out the agreement) and the final period (to continue business relationship and further negotiations).

Section 1

Preparation for Negotiations

1. Forming the Negotiating Team

The negotiating team should include members from commercial, technical, financial and legal areas.

2. Creating the Information Base

Negotiators should identify all the issues that may be relevant, such as the political system, the legal system, the business system, the social system, the financial and fiscal system, the infrastructure and logistical system.

3. Creditability Study

A creditability study of the counterpart is done before the negotiation.

4. Feasibility Study

A feasibility study is involved before the negotiation, e. g. if one party intends to invest or buy/sell a certain kind of technology.

5. Negotiating Brief

- Define the negotiating objective in terms of the major issues to be discussed.
- State the minimum acceptable level for each of the major items.
- Establish the time period within which the negotiations should be concluded.
- Identify the team leader and other members of the negotiating team.
- Set up the lines of communication and the reporting system.

6. Negotiating Plan

As part of the preparations for business negotiations, negotiators should define the initial strategy, develop the supporting arguments, decide on the location for the negotiations, and ensure that the appropriate administrative arrangements have been made.

Section 2

Structure and Sequence of Negotiations

The actual conduct of the negotiation may be divided into four stages.

1. The Opening and Its Review

The objective can be described as exploration without commitment. Negotiators get to know each other and identify the issues involved. They then modify their negotiating plan as necessary to take account of any factors disclosed in the opening of which they had not previously been aware.

2. The Follow-Up

The stage covers a broad period of bargaining. Each side starts significantly to adjust its demands and attitudes to the observed behavior of the other. It is important to limit the amount of the initial concession. The negotiators should know the effect of a time limit on negotiations.

3. Identifying the Bargain

When a negotiator recognizes that he has received a signal of a particular concession-exchange situation, he knows that a bargain is available to him on those terms.

4. Concluding the Bargain

Before making the final concession, it is important to have the final review. The final concession should be made at the right time, so as to emphasize its finality.

The record of negotiation should be made in written form and initialed by all parties concerned before they depart.

The two sides should make sure to have the same understanding of the terms to which they are agreeing when the bargain is being made.

The negotiation process can also be summarized as: (1) Inquiry, (2) Offer, (3) Counteroffer, (4) Acceptance.

Section 3

Structure and Contents of Sales Contracts

A contract is an agreement that defines a relationship between two or more parties. Forms of a contract can be sales contract, confirmation, letter, fax, e-mail, telegram, telex, or EDI.

The contents of an international sales contract are generally made up of three parts: preamble, main body and final clauses of the contract (or witness of the contract).

Preamble: title, registered name of the company, address of operation/residence and contact information, date and place for signing of the contract.

Body: According to the United Nations Convention on Contracts for the International Sale of Goods, the following contents are essential or indispensable for a contract to take effect:

Name of the Commodity; Quality; Quantity; Unit Price; Packing; Payment; Shipment; Commodity Inspection; Insurance; Industrial Property Right and Patent; Claim and Dispute Settlement; Clause of Force Majeure; Miscellaneous and so on.

Final Clauses: concluding sentence, languages, validity and number of copies, seal or/and signatures (legal representative, agent).

Difficult Points in Teaching

1. Methods of Negotiation

Oral: face to face, or telephone call;

Business Correspondence: letter, cable, telex, fax, e-mail.

2. The Complexity of International Business Negotiations

International business negotiations are complicated because of language, cultural and legal differences, so it is important to make preparation in advance. To avoid misunderstandings among the contracting parties, the buyer and the seller should clarify each party's responsibility by paying close attention to every contract term.

Case 2-1 (Act of State Doctrine Applicable?):

This is a case decided in an American court where of course American law was applied. The act of state doctrine is a rule that prevents the court from exercising jurisdiction over foreign states when an official act of foreign sovereign gets involved within their own territory. The doctrine is employed more broadly in America. The case is selected to remind the students of the complexity of international negotiations in terms of legal differences.

3. Negotiation Techniques

Individuals often fail in negotiations because they have had no grounding in basic negotiation skills. The most frequently used methods for closing negotiations can be referred to as the "alternative", "assumption", "concession", "incremental", "linkage", "prompting", "summarizing", "splitting the difference", "trial" and the "ultimatum/or else" techniques.

4. Negotiation Practice

In an international business agreement, either securing an export order or entering into a joint venture, the aim is the creation of a shared investment in a common future business relationship. When conducting business negotiations, negotiators should keep several points in mind. These points all begin with the letter "c", which makes them easy to remember.

(1) Situations to avoid: conflict, controversy and criticism.

(2) Attitudes to develop: communication, collaboration and cooperation.

(3) Goals to seek: change (or, alternatively, continuity), coherence, creativity, compromise, concessions, commonality, consensus, commitment and compensation.

I. Decide whether the following statements are TRUE (T) or FALSE (F).

1. Negotiation is an integral part of a business activity which can not be isolated.
2. It is sufficient to have commercial personnel from the company to form the negotiating team for international negotiations.
3. Negotiators need to consider issues such as political system and religion.
4. The local employment (labor) law has nothing to do with international business negotiations.
5. The feasibility study should be done before the negotiation while the creditability study can be done after the negotiation.
6. The negotiating brief shares the same contents with the negotiating plan, so negotiators can choose either for preparation.
7. The opening stage of a negotiation enables the negotiators to know as much as possible about their counterparts.
8. Reviewing of the opening stage is necessary for the negotiators to identify the acceptable bargain to all the parties involved.
9. The time limit has no effect on negotiators.
10. The negotiation can be put to an end if an agreement is reaches on price.

II. Choose the best answer from the four choices marked A, B, C and D.

1. Subject to satisfactory arrangements _____ terms and conditions, we should be pleased to act as your sole agent.
A. as
B. as per
C. as if
D. as to
2. When you _____ an agent, the appointment is usually _____ in writing.
A. need, met
B. want, take
C. appoint, made
D. require, make
3. Good harvest this year has made it possible for us to supply walnuts _____ last year's prices.
A. at
B. in
C. against
D. on
4. Any alteration in design would mean resetting our machines, and the cost of this would be prohibitive _____ you could place an order for more than 5,000.
A. until
B. with
C. unless
D. when
5. We regret having received your offer too late, because we _____ our needs elsewhere.
A. already cover
B. already covered
C. have already covered
D. had already covered
6. We are not in a position to offer firm, as the goods are _____.
A. out of stock
B. out side in stock
C. without stock
D. no stock
7. We confirm _____ accepted your counter proposal yesterday.
A. have
B. having
C. to have
D. has been
8. This agreement may be _____ six months before its expiry.
A. expanded
B. renewed
C. postponed
D. prolonged