

Самостійна робота 3 для ОП «МЕ» та для ОП «ЕУРЗ». 11 годин
Тема 3. Міжнародні комерційні контракти англійською мовою

Завдання 1. Прочитайте та перекладіть зразок міжнародного комерційного контракту ПАТ «АрселорМіттал Кривий Ріг».

CONTRACT № SAP №
Kryvyi Rih _____ 20__
Public Joint Stock Company «ArcelorMittal Kryvyi Rih» , hereinafter referred to as the BUYER represented by _____, acting on the basis of _____, of the one part, and _____, hereinafter referred to as the SELLER , represented by _____, acting on the basis of _____, of the other part, collectively called “The Parties” in the text of the Contract, have entered into this Contract regarding the following:
1. Subject of the Contract
The Seller shall deliver the Products to the Buyer and transfer them into his ownership in accordance with the Specification(s) agreed to the Contract, and the Buyer shall accept the Products and pay for them in accordance with the requirements of this Contract.
2. Products’ price and total cost of the Contract
2.1. Total cost of the Products under Contract shall be determined by summarizing the costs of all lots with the Products approved as per all Specifications made up to the Contract. 2.2. The price of the Products for supplying to the Buyer is agreed and determined for each position in Specification(s) that is (are) an integral part of this Contract.
3. Terms and conditions of delivery
3.1. The delivery is made by the Seller according to the International Rules of terms and definitions’ interpretation INCOTERMS, 2000 version, and agreed in the relevant Specification(s). 3.2. The Seller shall make delivery of the Products within the terms stated in the relevant Specification(s) only after the written Purchase order has been placed by the Buyer. The date of submission of the Purchase order is considered to be the date of the Purchase order’s sending to the email of _____ or by fax to the following number _____. The Purchase Order shall contain the list of Products (assortment) and the scopes of the products’ delivery, be in strict conformity to the range of Products and not to exceed the scopes stated in the Specification(s). 3.3. The date of delivery and risks’ transfer is considered as the date of transferring the Products from the Seller to the Buyer (Carrier) according to the conditions of delivery, agreed in the relevant Specification(s), pointed in the waybill (expenditure, CMR, railway, courier service). While Products delivery at CPT basis the date of delivery and risks’ transfer is considered as the date of transferring the Products from the Seller to the Buyer stated in the waybill (expenditure, CMR, railway, courier service). 3.4. The delivery is considered to be completed by the Seller in case of strict conformity of delivered Products to the Buyer’s written order in respect of the terms, range of the

Products and scopes upon submission by the Seller of all shipping documents under paragraph 3.6.

3.5. The Seller shall notify the Buyer about the readiness for the delivery of Products by phone or fax _____ or by email _____ at the latest 72 hours before the date of delivery. The notice shall contain the description and quantity of the Products as well as the estimated date of delivery.

3.6. At the time of the Products' arrival to the Buyer's warehouse the Seller shall provide to the Buyer the following set of documents:

- invoice;
 - waybill (expenditure, CMR, railway, courier service) with indicated SAP/R3-number of the Contract and of the purchase order;
 - tax declaration created according to the requirements of active legislation;
 - **(choose the required option)** original or copy of document which proves the quality of the Product (quality certificate and/or compliance certificate issued for the unit or party of the Product which is supplied under this Contract, and/ or the data sheet and/ or the user's manual and the warranty certificate, upon its availability).

Seller shall provide to Buyer tax declaration, created in electronic format and complying with requirements of authorized Seller's person electronic digital signature registration in established by law order, registered in Unitary register of tax declarations, within 15 (fifteen) calendar days from the moment of origin of the right of appropriation of value-added tax sums to tax credit.

In case of payment delay due to not providing of tax declaration by Seller or in case of Seller's violation of order of completion and registration of tax declaration in Unitary register of tax declarations, Buyer is exempt from liability for delayed payment.

Invoice shall include legal Contract number, SAP Specification number, SAP purchase order number, SAP Seller reference number.

Seller shall send the original of invoice to Buyer's Shared Service Controlling Center to the following address:

PJSC "ArcelorMittal Kryvyi Rih"

50095, Ukraine, Dnipropetrovsk region, Kryviy Rih, Ordzhonikidze street 1

Receiver: Shared Service Controlling Center AMKR, Manager of Department

All other documents are sent by the Seller together with Products.

In case any of the required for payment information is missing in the invoice, Buyer has the right to return the invoice to the Seller for correction or re-issuing. The date of receiving properly executed invoice including all Buyers' requirements pointed in this clause will be considered as the date of invoice receiving. In case of delay in payments due to improperly executed invoice Buyer is released from responsibility for any delay in payment.

In case of questions on payment documents preparation Seller shall contact via e-mail: AMKRAccount.Payables@mittalco.com or by phone +38-056-499-70-88.

3.7. GCP – GENERAL CONDITIONS FOR PURCHASES shall be an inseparable part of the contract. GCP shall be applied in the part that does not contradict to the current legislation of Ukraine and to the terms of this contract.

The Seller declares and confirms that he is fully cognizant in contents of GENERAL CONDITIONS FOR PURCHASES of ArcelorMittal group placed on official public site

of the Buyer at: <http://corporate.arcelormittal.com/who-we-are/supply-chain/globalprocurement>

4. Payment

4.1. The date of payment shall be the date of debiting cash assets from the Buyer's account to the Seller's account. The Buyer effects payment for the products in national currency of Ukraine by the Seller's banking details indicated in the Contract as follows (**choose the required option**):

4.1.1. Payment for the Products is effected from the date of delivery to Buyer's warehouse within the period agreed in Specifications (A0__).

4.1.2. Payment for the Products equal to 100% of total amount of the Products agreed in relevant Specifications is effected in the form of documentary, revocable (irrevocable), not covered, divisible (indivisible) Letter of Credit (AK00).

The Letter of Credit is opened within 10 days from the moment of Seller's submittal of invoice/ letter to the Buyer. The term of L/C validity _____ calendar days. The executive bank is the Buyer's bank.

Letter of Credit to be opened shall conform to Uniform Customs and Practice for Documentary Credits, 2007, Publication No. 600 of the International Chamber of Commerce and the instructions for non-cash payments in the national currency in Ukraine (Regulation No. 22 dated 21.01.2004 of the National Bank of Ukraine, as amended and supplemented) The payment shall be effected from the Buyer's account:

PJSC "Citibank",

Address: 16-G, Dymytrov Str., the City of Kyiv,

03150, Ukraine, MFO 300584,

EDRPOU 21685485 SWIFT code: CITIUAUK

Current account current in UAH: 26008200354222 Or

PJSC "ING Bank Ukraina"

Address: 30-A, Spas'ka St., city of Kyiv,

04070, Ukraine, MFO 300539,

EDRPOU 21684818 SWIFT code: INGBUAUK

Current account in UAH: 26003003100800

Beneficiary: _____

Payment under L/C shall be made upon submission of the following documents and according to the L/C terms:

- Invoice – copy;
- Acceptance report for the Products in terms of quantity and quality signed and sealed by the Parties – the original copy;
- Tax declarations - copy;
- Ticket confirming registration of tax declaration in Unitary register of tax declarations - copy.

All banking expenses shall be paid as follows:

- a) The Seller's bank charges shall be borne by the Seller;
- b) The Buyer's bank charges shall be borne by the Buyer;
- c) The charges for amendments to the Letter of Credit shall be borne by the initiator of such alterations.

d) The banking commission for submission of the documents with discrepancies shall be borne by the Seller.

In case of prolongation of the open L/C validity term on the Seller's initiative, the Seller shall pay to the Buyer the penalty at the rate of 0.1% charged on the full amount of the Products, which were short-delivered as of the original date of the L/C expiration up to the moment of performing its obligations.

In case of non-performance of L/C (partial or full) on Seller's fault, Seller shall compensate to Buyer all expenses connected to opening and servicing of L/C during its lifetime. Allowed to perform payment of the delivered Products from the date of delivery to Buyer's warehouse with a delay in payment within calendar days (A0).

4.1.3. Payment of the Products is effected in national Ukrainian currency on conditions of pre-payment in the amount of 100% from total amount of Products value stated in relevant Specification (P100), by banking details of a Seller indicated in the Contract. At that, if the Seller breaches any of its obligations, regardless of consequences of the breach, the latter shall return pre-payment amount in full with 12% annual interest within three days from the moment of such a breach.

5. Quality and quantity of the Products

5.1. Quality, integration, package and marking of the Products shall meet the state standards of the manufacturing country / the manufacturing company / other requirements (regulations) stipulated in Specification(s) and/or Buyer's technical requirements set in Specification(s) for this kind of Product and is to be confirmed by the correspondent quality document.

In case, making of products concordantly to the normative documents of enterpriseproducer, Seller is under an obligation to give this document not later what at 72 hours to the date of delivery.

5.2. For the Products that need obligatory package – the Products shall be shipped in package which fits to the shipping goods and kind of transport. Packing shall protect the Products from any kind of damage and corrosion during transportation and long-term storage considering the possibility of transshipment.

5.3. For the Products that need obligatory package and marking – each shipped place shall be marked in Russian or Ukrainian with the following information:

- name of the Buyer;
 - number of the Contract;
 - name of the Seller and/or manufacturer;
 - lot number;
 - net/gross weight;
 - all needed markings according to the specific character of the Products (center of gravity, do not cannot etc.);
 - number of a package is indicated by a fractional number, in which the numerator indicates an ordinal number of the package, and the denominator – the total number of packages.
 - or other information provided by standard documentation for this type of product.
- Packages with gross weight over 500 kg. or with height over one meter, shall be marked with sign “+” and letters “C. O. G.”- Center of Gravity. Points of strapping will be marked as well (if necessary).

5.4. The Seller shall be responsible for all the damages of the Products in case of improper or non-sufficient packing and/or marking, in case of violation the transportation rules (while delivering by Seller's or carrier's transport by the Seller's agreement) by way of replacing the damaged Products or their parts with new ones, and also shall bear all the expenses associated with this replacement. The Seller shall guarantee high technical parameters and quality of manufacturing.

6. Guarantees and conditions of Products' transfer

6.1. In case of the Products' receipt not meeting the requirements indicated in the Contract (poor quality, non-complete assortment, unordered, used and so on) or in case of nonconformity of the actually delivered Products to the quantity in the documents, the Buyer shall accept them for the safekeeping and immediately inform the Seller to dispose of Products.

6.2. The Products shall be accepted from the Seller:

- in terms of quantity – according to the shipping documents;
- in terms of quality – according to a document certifying the Products' quality.

6.3. The quality and quantity acceptance is made according to the provisions of Instruction II-6 and II-7 (Instruction about the order of acceptance of technical and industrial goods and consumer goods in terms of quality, approved by Resolution of State Arbitration at Council of Ministers of USSR dd. 15.06.1965, No. II-6, and also instruction about the order of acceptance of technical and industrial goods and consumer goods in terms of quality, approved by Resolution of State Arbitration at Council of Ministers of USSR dated 15.06.1965, No. II-7). The delivered Products shall be subject to incoming control with further statistic analysis and evaluation on the part of the Seller. In case of finding any non-conformity of the Products to the conditions of this Contract the summons of the Seller's representative is made in obligatory way. The Buyer is obliged to accept such products for safekeeping and to ask the Seller to participate in common acceptance in written form by sending an email to the following address _____ or by fax No. _____. Latest on the next working day after the receiving of the above-mentioned email from the Buyer the Seller is to inform the Buyer in written form about his representative to be sent or not to participate in acceptance of the products to the following email _____@arcelormittal.com or by fax No. _____. Receiving information from the seller about the non-arrival of his representative, the absence of a reply to the email during the next working day after the notification of the Seller, the representative's non-arrival till the 3th calendar day after the day of notification or the arrival of an unauthorized representative of the seller or the non-achievement of consensus by the parties regarding the products' non-compliance with the set contractual requirements, gives the Buyer a right to accept the products as per the quality and/or quantity with the participation of the expert from the Chamber of Commerce and Industry of Ukraine or any other independent agency, properly certified on the territory of Ukraine, at the Buyer's choice.

6.4. The Seller guarantees high technical parameters and quality of the manufacturing, full conformity to the technical description and complicity, pointed in the Contract.

6.5. The guarantee term for the Products (for the equipment, spare parts) is ___ months from the date of the Products' commissioning and not more than ___ months from date of the delivery date whatever is the earliest.

6.6. If during the acceptance of the Products or during the warranty period any hidden defects (poor quality, unordered, in damaged packing, used and so on) in the Products and/or the full/partial not full quantity of the Products and/or the nonconformity of technical documentation are revealed the Seller will be obliged as soon as possible but not longer than within ___ days from the date of the official corresponding notification and at his own expense as per Customer decision either to remove all revealed defects by way of repair or replace the defect Products (or part thereof) by the quality Products. In case Parties didn't find agreement on reasons and/or occurrence of warranty period and/or fact of defect Products delivery, Buyer invites independent accordingly certified at the territory of Ukraine inspection organisation ____ (further - Expert organisation) for taking final decision on found defect which shall become obligatory for performance by both Parties. In case results of Expert organisation check show fact of defect Products delivery and/or fact of warranty case, Seller shall compensate value paid by Buyer to Expert organization for provided services of Products check within 20 calendar days after appropriate notification is sent by Buyer.

6.7. For nonconforming execution of requirements of Paragraph 6.6 the Seller shall pay penalty amounting to 0.3% from the cost of the poor quality (non-complete) Products for each day of delay. The penalty shall be charged from the ____ day from the date of receipt by the Seller a corresponding notification from the Buyer about the identified defects and shall be stopped on the date of signing by the Parties an act about defect removal or delivery of the new Products in exchange of the defect ones.

6.8. The replaced defect Products and/or part thereof and/or technical documentation shall be returned to the Seller at his request and at his expense within the period agreed upon by the parties additional. The Seller shall cover all transport and other expenses related to the replacement or return of the Products. The replaced Products shall be accepted by quality and quantity in accordance with paragraph 6.3 of this Contract. The above period of warranty related to the replaced Products shall commence from the delivery/commissioning date thereof.

7. Penalties

7.1. In case of delay in the delivery of the Products as per the terms mentioned in the Contract the Seller shall pay the penalty in the amount of 0.3% from the amount of the Products non-delivered on time for each day of the delay. The penalties shall be charged from the first day of the delay and stopped at the date of the delivery of the Products.

7.2. In case of the Seller's delay in the delivery of the Products partly or in full scope over one calendar month and in case of absence of the mutual agreement about the changes in terms of delivery, the Buyer has the right to refuse to accept and to pay for such Products and to acquire from any another Seller the delayed Products in the quantity and according to the itemized list and to charge to the Seller the damages specified by the Parties in amount of 10% from the value of the Products. The losses by this Paragraph are paid over the penalty specified in Paragraph 7.1 of the Contract.

7.3. In case of delay in the provision of the set of shipping documents specified in Paragraph 3.6 of the Contract the Seller shall pay the penalty in the amount of 0.1% from

the value of the Products delivered without shipping documents for each day of the delay. The penalties shall be charged from the first day of the delay and stopped at the date of the provision of the full set of shipping documents by the Seller.

7.4. In case of delivery of the defective, non-complete, non-ordered Products or Products in damaged used packing the Seller shall pay to the Buyer the penalty in the amount of 10% from the value of such Products. If Seller eliminates above-mentioned defects within term stipulated by the Contract, this penalty will not be applied.

7.5. In case of delivery of defective, non-complete, non-ordered Products or Products in damaged used packing the Seller has the right to refuse to accept and to pay for such Products. Herewith the Seller shall not be free to pay the penalties specified in Paragraph 7.4 of the Contract.

7.6. (Include this clause in case in the process of contract performance a presence of workers of Seller or outside organizations, involved for contract performance, is expected at the enterprise territory)

The Seller is held responsible for the adherence of his employees as well as the employees of the companies involved in contract performance at the enterprise territory by the Seller to the "Internal labor regulations" at the enterprise territory:

- If the Seller's employees are detained at the enterprise territory under the influence of alcohol as well as for other violations of active at the enterprise "Internal labour regulations" by the enterprise employees of Security department or other contractors implementing the security of the enterprise facilities on the basis of agreements concluded with them, the Seller shall (based on the prepared act on detention) pay penalty in the amount established in line with Appendix № 1 to this Contract «Classification of Violations of Internal labour regulations at the enterprise territory and amount of penalties for these violations». In case of any damage incurred to the enterprise by the Seller's employees, payment of penalty does not exempt the Seller from the compensation of the damage. Settlements are made by way of issuing the invoice for the above amount which is due to be paid by Seller within 30 days from the moment of issuing the invoice. 7.7. Amounts with Value Added Tax are accrued while estimating the penalties amounts.

7.8. Payment of penalties mentioned in this Contract may be done by the Seller on a voluntary basis and/or by the Buyer's reduction of the amounts to be paid by the amount of the correspondent sanctions and/or by entering the claims. The payment of the penalties shall not release the Parties having paid for them to fulfill of to finish the fulfillment of the obligations under this Contract.

8. Force-majeure

8.1. The Parties shall be relieved from responsibility for partial or full non-fulfilment of the obligations, stipulated by the present Contract, if such non-fulfilment is a result of force majeure circumstances not depended from the Parties' will (earthquake, fire etc).

8.2. In case of starting the above force majeure circumstances the Party shall notify the other Party without any postponement but not later than in 15 days from the date of starting or, correspondently, stopping of force-majeure circumstances in any way with adding the needed proof. The document given by the Chamber of Commerce and Industry or by other authorized body of the country, in which the exist of those circumstances is certified, can become the needed proof. The official confirmation of force majeure circumstances, issued by the local Chamber of Commerce and Industry is to be issued during 5 days after the starting of force majeure circumstances and also during 5 days after their finish. The unnotification of one Party by another Party in the abovementioned term denies the Party a right to refer to the force majeure circumstances in future.

9. Settlement of disputes

9.1. Any disputes and arguments that may arise while the Contract executing shall be settled as per the procedure established by the law.

10. Other conditions

10.1. The Contract is made up in Ukrainian and English in two copies. Both texts and copies have equal legal force. In case of any discrepancy of the texts the Ukrainian text shall prevail.

10.2. All changes and annexes to the Contract shall be an integral part of it and shall be considered as valid if they are in written form, signed by the authorized representatives of both Parties and certified by the official representatives of the Parties and certified by the seals of the Parties. Any changes in the items of Specifications in the Contract shall be agreed in advance by the Parties and documented as supplement to the Contract as well as signed by the Parties.

All additional agreements, specifications, addendums etc to this Contract are allowed to be concluded by Parties in Ukrainian language, addendums containing technical requirements about subject of the contracts - in Russian.

10.3. The transfer of the rights and obligations under this Contract to the third parties fully or partially shall be allowed only by written consent of the Parties.

10.4. The Contract is effective from __.__.20__ and is valid up to __.__.20__ or until the Parties duly execute their contractual obligations whatever is the earliest.

10.5. All previous negotiations and correspondence shall expire after signing this Contract.

10.6. A Bayer have the certificated Quality Management System in accordance with IS ISO 9001, the Ecological Management System pursuant to requirements of IS ISO 14001, Health&Safety System according to the requirements of OHSAS 18001.

The Seller is obliged to meet the requirements of above mentioned management systems set in Buyer's regulatories on its request and after providing the appropriate documents.

10.7. In case when Seller has Quality Management System (in accordance with IS ISO 9001 or appropriate national standard) on Buyer's request the shall provide evidences of its effective operation (quality regulation, processes list and developed procedures, compliance certificate). The Buyer is entitled to check the operation of Seller's Quality Management System in accordance with requirements of ISO 9001 and ISO 19011.

In case when Seller doesn't have implemented Quality Management System Buyer is entitled to perform in Seller audits on compliance of Products and conditions that guarantee compliance of Products with stated requirements.

10.8. The Contract can be terminated by Buyer's sole discretion with a written notification to the Seller in one month before its termination.

10.9. In case of refusal from the Products the Buyer shall compensate all the Seller's actually proved losses for the moment of notifying about the refuse connected with the performing of the Contract.

10.10. Each Party must comply, and must ensure that its directors, officers, employees, contractors, sub-contractors, suppliers and agents comply, with all applicable laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, and health and safety and must not undertake or cause to be undertaken any activity that is illegal or unlawful.

10.11. The Seller commits itself to reduce the risk of disclosure of any confidential information of ArcelorMittal to the third party.

10.12. According to the Law of Ukraine "On Personal Data Protection" Seller provides his agreement for processing, including transfer, of his personal data to PJSC "ArcelorMittal Kryviy Rih" for performance of its economic activity. In addition, Seller confirms that he is acquainted with his rights prescribed by Law of Ukraine "On Personal Data Protection". According to the Law of Ukraine "On Personal Data Protection" the Seller undertakes to ensure protection of PJSC "ArcelorMittal Kryviy Rih" employees' personal data received from the Company.

In addition, the Seller confirms that personal data owners' consents to transfer of their

personal data to PJSC "ArcelorMittal Kryviy Rih" under this Contract and its processing by PJSC "ArcelorMittal Kryviy Rih" have been received in compliance with the Law mentioned above. The Seller undertakes to fulfill the requirements of the Law of Ukraine "On Personal Data Protection" relative to this Contract.

10.13. (*Allowed not to be included in case Vendor has no stamp and informed about that*) Parties have agreed on obligation of stamping on this Contract and all contractual documents that are an integral part of this Contract. 10.14. While signing this Contract Parties confirm that:

- they have agreed on all essential Contract clauses;
- Parties' representatives that have signed this Contract have required authority for conclusion of this Contract with other Party.

11. The Parties' legal addresses and banking information

Buyer

Public Joint Stock Company

«ArcelorMittal Kryvyi Rih»

50095, Dnepropetrovsk region,
Kryvyi Rih, 1, Ordzhonikidze street, USREOU 24432974, INN 244329704050
Certificate of the tax payer № 100335838
PJSC “Citibank” MFO 300584, USREOU 21685485
Address: 16-G, Dymytrov Str., the City of Kyiv,
03150, Ukraine,
Account current in UAH: 26008200354222.
PJSC “ING Bank Ukraina”
Address: 30-A, Spas’ka St., the City of Kyiv,
04070, Ukraine, MFO 300539,
USREOU 21684818, SWIFT code: INGBUAUK Account current in UAH:
26003003100800
Seller

Виберіть правильну відповідь

1. ... means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. the seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.

- a) FAS
- b) FOB
- c) CFR
- d) CIF

2. The Seller shall deliver the Products to the Buyer and transfer them into his ownership in accordance with the Specification(s) agreed to the Contract, and the Buyer shall accept the Products and pay for them in accordance with the requirements of this Contract.

- a) Продавець зобов’язується поставити та передати у власність Покупця Продукцію відповідно до Специфікації(цій), узгодженої(них) до Договору, а Покупець прийняти Продукцію та оплатити її на умовах даного Договору
- b) Продавець зобов’язується прийняти та передати у власність Покупця Продукцію відповідно до Специфікації(цій), узгодженої(них) до Договору, а Покупець прийняти Продукцію та оплатити її на умовах даного Договору
- c) Покупець зобов’язується прийняти та передати Продавцю Продукцію відповідно до Специфікації(цій), узгодженої(них) до Договору
- d) Продавець зобов’язується прийняти та передати Покупцю Продукцію відповідно до Специфікації(цій), узгодженої(них) до Договору

3. The delivery is considered to be completed by the Seller in case of strict conformity of delivered Products to the Buyer’s written order in respect of the terms, range of the Products and scopes upon submission by the Seller of all shipping documents.

- a) Поставка Продукції Продавцем здійснюється в строки, зазначені у відповідній(них) Специфікації(ціях), але тільки після надання Покупцем письмового замовлення на поставку
- b) Датою поставки та переходу ризиків вважається дата передачі Продукції від Продавця до Покупця (Перевізника), згідно умов поставки, узгоджених у відповідній(них) Специфікації(ціях), зазначена у накладній
- c) Поставка вважається виконаною Продавцем за умови точної відповідності поставленої Продукції Замовленню на поставку Покупця по строкам, номенклатурі і обсягу, після надання Продавцем всіх супроводжувальних документів
- d) Поставка вважається виконаною Продавцем за умови точної відповідності поставленої Продукції Замовленню на поставку Покупця по строкам, номенклатурі і обсягу, після надання Продавцем всіх супроводжувальних документів, зазначених в пункті.

4. Waybill – це

- a) рахунок-фактура
- b) накладна
- c) супровідна документація
- d) видаткова накладна

5. Expenditure – це

- a) рахунок-фактура
- b) накладна
- c) супровідна документація
- d) видаткова накладна

Питання для поглибленого вивчення теми

1. The Nature of International Commercial Contracts.
2. Model contracts & clauses.
3. Researching the Applicable Law and Rules.
4. Soft Law and Trade Usages.

Тема 4. Професійне спілкування в усній формі

Завдання 1. Прочитайте інформацію про проведення International Multidisciplinary Academic Conference Thailand 2015. Складіть діалог щодо можливої участі в конференції.

International Multidisciplinary Research Foundation, Vijayawada, India is basically a Non-Profit Organization and is a Unit of Ratna Prasad Multidisciplinary Research and Educational Society (Govt. Regd.) founded by Dr. Ratnakar D. Bala, Director and Editor-in-Chief IMRF International Journals is known to be actively involved in promoting the realm of research, education and philanthropy for a new world order. Sri D.V. Prasad Rao, Chairman, IMRF is a humanist faithful apostle of education and research together with an absolute commitment towards service to

human species. Smt Nimmagadda Mary, Vice-Chairperson is the patroness rendering the best of her passion towards Human Values and Ethics to be inculcated in the arena of Education and Research pertinent to IMRF motto and work culture. Members of IMRF are witnessed to observe its mission and vision running through their heart, mind and soul in letter and spirit. IMRF is ranked to be in the forefront in the promotion of education with cutting edge interest, active action research and service with a smile to human concerns performing the way it believes in for a better world.

IMRF International Research Journals are flag ship publications of IMRF borne by Ratna Prasad Multidisciplinary Research & Educational Society [Regd], popularly acclaimed to be an all active academic cluster of prominent scientist, professionally matured teachers and performing researchers across India and overseas committed to promote value and ethical research among the young research scholars and modern society. Having been backed up by the committed academic assemblage, the IMRF could climb the academic heights in no time with the support of the authors from India and abroad who have contributed a lot in the terms of their research/ scientific/ technical papers worth presenting to the realm of its kind.

Завдання 2. Прочитайте уривок із посібника про правильний підбір аудиторії перед якою ви будете виступати. Перекладіть рідною мовою. Внесіть власні зауваження щодо спілкування з непідготованою аудиторією.

The level of formality and intimacy are also determined by the recipients of your communication: your audience. You will communicate differently to a friend (very personally and informally, using slang or jargon) than you will to the reader of a report, or to your classmates in a presentation. You would not necessarily define technical terms when presenting to classmates, but you might have to define “ecosystem management” if you were sharing your college learning experience with the family over Thanksgiving dinner. Thus vocabulary is one of the considerations relative to your audience.

Vocabulary can also embody tone. Tone is the attitude you convey to your audience, and is another consideration. You might employ anger and sarcasm when arguing with a parent, but you would not want to use this tone with a professor. Stating, “I need a drop slip signed” carries an authoritative tone, and can be interpreted as discourteous. “May I please have another copy of the syllabus?” conveys a more professional tone. One way an author expresses tone, formality, and professionalism is through point of view. This Handbook utilizes second person: “you should cite your sources” or “cite your sources” (‘you’ is implicit, or understood). Second person is considered by some to be informal, and therefore might be inappropriate in certain professional written communication, such as a scientific report. This Handbook is framed as congenial communication from the Faculty to our students, almost speaking directions (as in a syllabus), so second person works well. First person is “I,” or “we.” Using “I” or “we” can be personal but more formal. But in some instances “I” is too personal, and does not give the impression of objectivity. Third person can be formal

and objective, such as the pronoun “one,” but can be perceived as overly formal, distant, and even pretentious: “one should always cite her sources.” Third person point of view also employs the pronouns “he,” “she,” “they,” or the name of a subject, which can be professional and objective.

Another consideration in point of view is gender neutrality. Using gender neutral language prevents stereotyping and bias. Although it used to be acceptable to say “man settled the American continent,” it is now preferable to say “humans” or “people.” Typically, the accepted singular pronoun is “he” because the English language does not have a generic (non-gendered) first person singular pronoun. Repeated use of the male pronoun, however, can be perceived by some to be biased. One way to avoid this, is to use both pronouns (“he or she”) or to alternate between these pronouns in subsequent sentences. Another way to avoid gender bias is to use plural pronouns: their, they, them. When using plural pronouns, you must use a plural noun: foresters utilize their measurement skills. To write ‘the forester uses their measurement skills is incorrect, because “forester” is singular and “their” is plural. Many who attempt gender neutral language end up making this grammatical error. Below is a table of pronouns to help clarify point of view and pronoun usage.

Завдання 3. Дайте усні відповіді на найбільш поширені запитання при проведенні інтерв’ю для працевлаштування.

1. Can you tell me a little about yourself? This question seems simple, so many people fail to prepare for it, but it’s crucial. Here’s the deal: Don’t give your complete employment (or personal) history. Instead give a pitch—one that’s concise and compelling and that shows exactly why you’re the right fit for the job. Start off with the 2-3 specific accomplishments or experiences that you most want the interviewer to know about, then wrap up talking about how that prior experience has positioned you for this specific role.

2. How did you hear about the position? Another seemingly innocuous interview question, this is actually a perfect opportunity to stand out and show your passion for and connection to the company. For example, if you found out about the gig through a friend or professional contact, name drop that person, then share why you were so excited about it. If you discovered the company through an event or article, share that. Even if you found the listing through a random job board, share what, specifically, caught your eye about the role.

3. What do you know about the company? Any candidate can read and regurgitate the company’s “About” page. So, when interviewers ask this, they aren’t necessarily trying to gauge whether you understand the mission – they want to know whether you care about it. Start with one line that shows you understand the company’s goals, using a couple key words and phrases from the website, but then go on to make it personal. Say, “I’m personally drawn to this mission because...” or “I really believe in this approach because...” and share a personal example or two.

4. Why do you want this job? Again, companies want to hire people who are passionate about the job, so you should have a great answer about why you want the

position. (And if you don't? You probably should apply elsewhere.) First, identify a couple of key factors that make the role a great fit for you (e.g., "I love customer support because I love the constant human interaction and the satisfaction that comes from helping someone solve a problem"), then share why you love the company (e.g., "I've always been passionate about education, and I think you guys are doing great things, so I want to be a part of it").

5. Why should we hire you? This interview question seems forward (not to mention intimidating!), but if you're asked it, you're in luck: There's no better setup for you to sell yourself and your skills to the hiring manager. Your job here is to craft an answer that covers three things: that you can not only do the work, you can deliver great results; that you'll really fit in with the team and culture; and that you'd be a better hire than any of the other candidates.

6. What are your greatest professional strengths? When answering this question, interview coach Pamela Skillings recommends being accurate (share your true strengths, not those you think the interviewer wants to hear); relevant (choose your strengths that are most targeted to this particular position); and specific (for example, instead of "people skills," choose "persuasive communication" or "relationship building"). Then, follow up with an example of how you've demonstrated these traits in a professional setting.

7. What do you consider to be your weaknesses? What your interviewer is really trying to do with this question—beyond identifying any major red flags – is to gauge your self-awareness and honesty. So, "I can't meet a deadline to save my life" is not an option—but neither is "Nothing! I'm perfect!" Strike a balance by thinking of something that you struggle with but that you're working to improve. For example, maybe you've never been strong at public speaking, but you've recently volunteered to run meetings to help you be more comfortable when addressing a crowd.

8. What is your greatest professional achievement? Nothing says "hire me" better than a track record of achieving amazing results in past jobs, so don't be shy when answering this interview question! A great way to do so is by using the S-T-A-R method: Set up the situation and the task that you were required to complete to provide the interviewer with background context (e.g., "In my last job as a junior analyst, it was my role to manage the invoicing process"), but spend the bulk of your time describing what you actually did (the action) and what you achieved (the result). For example, "In one month, I streamlined the process, which saved my group 10 manhours each month and reduced errors on invoices by 25%."

9. Tell me about a challenge or conflict you've faced at work, and how you dealt with it. In asking this behavioral interview question, "your interviewer wants to get a sense of how you will respond to conflict. Anyone can seem nice and pleasant in a job interview, but what will happen if you're hired and Gladys in Compliance starts getting in your face?" says Skillings. Again, you'll want to use the S-T-A-R method, being sure to focus on how you handled the situation professionally and productively, and ideally closing with a happy ending, like how you came to a resolution or compromise.

10. Where do you see yourself in five years? If asked this question, be honest and specific about your future goals, but consider this: A hiring manager wants to know a) if you've set realistic expectations for your career, b) if you have ambition (a.k.a., this

interview isn't the first time you're considering the question), and c) if the position aligns with your goals and growth. Your best bet is to think realistically about where this position could take you and answer along those lines. And if the position isn't necessarily a one-way ticket to your aspirations? It's OK to say that you're not quite sure what the future holds, but that you see this experience playing an important role in helping you make that decision.

Виберіть правильну відповідь

1. Register ... You don't want to be stuck at the registration desk while everyone else is off to the races

- a) early
- b) in time
- c) lately
- d) distantly

2. A well-run ... can be used to effectively train employees, close an important sale, set business goals and keep major projects on the right track

- a) party
- b) rest
- c) meeting
- d) camping

3. Set a ... for the meeting. Decide if you are trying to make a sale, bring an investor on board, train employees about company policies or brainstorm new product ideas.

- a) slogan
- b) motto
- c) goal
- d) title

4. What not to Bring to a Conference

- a) chargers
- b) business cards
- c) entertaining materials
- d) demo materials

5. Companies want to hire people who are passionate about the ...

- a) company
- b) job
- c) themselves
- d) entertainment

Питання для поглибленого вивчення теми

1. Problems With Your Interview Process.
2. Interviewing Issues and Questions to Avoid.
3. The Problems Attendees Experience at Conferences.
4. Business Meeting Problems and Solutions.